

**Grizzly Flats Community Services District
Notice of a Regular Meeting of the Board**

Date: Thursday, September 12, 2024

Time: 6:00 PM

Location: The Grizzly Flats CSD Office (4765 Sciaroni Rd., Grizzly Flats, CA)



AGENDA

A. CALL TO ORDER, ROLL CALL OF THE BOARD MEMBERS and SALUTE TO THE FLAG

B. APPROVAL OF THE AGENDA

C. PUBLIC COMMENT: Items not on the agenda - *This is an opportunity to express your views on any topic within the jurisdiction of the District in order to inform the Board. Once recognized by the Chair, you will have 3 minutes to speak. No discussion or action can be taken at this time. The Board may refer the matter to staff or determine whether the matter should be included on a future agenda.*

D. CONSENT CALENDAR / Board Chair

These items are expected to be routine business, not normally requiring much discussion.

1. Approval of the August 8, 2024 regular meeting minutes. {pk 1-2}
2. Review monthly System Report for August (production data, rainfall information, operations unrelated to the Caldor Fire Recovery efforts). {pk 3-5}
3. Approval of the financial reports and spending August 2024. {pk 6-20}
4. Receive and file the 2024/25 Direct Charge confirmation from El Dorado County. {pk 21}
5. Receive and file Special District Risk Management Authority's (SDRMA's) letter dated August 28, 2024 about no paid property/liability claims in 2023-24. {pk 22}

Recommended Motion/Action: Approve the consent calendar as presented.

E. OFFICE & FINANCE / Gustafson, General Manager

Office Operations:

1. Update from the El Dorado Water Agency meetings / Gustafson & Hannblom (discussion)
2. Discuss options to surplus the old silver backwash tank / Gustafson (discussion/action) {pk 23-24}

Recommended Motion/Action: Authorize the General Manager to surplus the old silver backwash tank as recommended.

F. AMERICAN RESCUE PLAN ACT (ARPA) PROJECTS

1. Update on the District's ARPA projects / Gustafson (discussion)
2. Approve Pacific Tank and Construction's Change Order Request #1 for Vault Cleanup and Piping for a not-to-exceed cost of \$10,208 and authorize the General Manager to approve ARPA related change orders as needed, for up to 15% of the project cost. {pk 25-30}

Recommended Motion/Action: Authorize the General Manager to approve change orders as needed, for up to 15% of the project cost.

3. Review proposals for Water Treatment Module Pre-Selection and authorize staff to contract with the most qualified firm / Gustafson (discussion/action) {pk 31-85}

Recommended Motion/Action: Authorize the General Manager to execute a contract with the most qualified firm to provide new Water Treatment Modules.

4. Review proposals for Coating and Welding Inspection Services, and authorize staff to contract with the most qualified firm / Gustafson (discussion/action) {pk 86}

Recommended Motion/Action: Authorize the General Manager to execute a contract with the most qualified firm to inspect the coatings and welding for the new Clearwell tank.

G. DISASTER RECOVERY

1. Review the most recent Disaster Recovery Status Report / Gustafson (discussion) {pk 87-89}
2. Review proposals for the Eagle Ditch Tree Felling Project, Phase 2 (units A & B) and authorize staff to contract with the lowest responsible bidder / Gustafson (discussion/action) {pk 90-138}

Recommended Motion/Action: Authorize the General Manager to execute a contract with the lowest responsible bidder for performing Phase 2 (units A & B) of the Eagle Ditch Tree Felling Project.

H. ANNOUNCEMENTS / DIRECTORS COMMENTS

I. ADJOURN

-
- *In compliance with the Americans with Disabilities Act, contact Kim Gustafson at gfwater@sbcglobal.net or (530) 622-9626 if you need special assistance to participate in this meeting. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28FR35.102-35.104 ADA Title 11).*
 - ***Our next regular Board meeting will be held in person on Thursday, October 10, 2024, at 6:00 PM.***

Grizzly Flats Community Services District
Minutes of the Regular Meeting of the Board
August 8, 2024

A. CALL TO ORDER

The regular meeting of the Grizzly Flats CSD Board of Directors was called to order at 6:00 P.M. by Director Hannblom.

ROLL CALL OF THE BOARD

Present: Directors, Chigazola, Davidson, Forbey, Hannblom, and Director Malonson

Called-in: None

Absent: None

Others: Kim Gustafson and Jessi Phillips

SALUTE TO THE FLAG was led by Director Hannblom.

B. APPROVAL OF THE AGENDA – Director Chigazola made a motion to approve the agenda as presented. Director Malonson 2nd the motion. There was no further discussion. Director Hannblom called for a vote. The motion passed with all directors present voting aye.

C. PUBLIC COMMENT – There were no public comments.

D. CONSENT CALENDAR- These items are expected to be routine business not normally requiring discussion. Action by the Board was taken at one time with one motion.

1. **Approval of the July 18, 2024 regular meeting minutes.**
2. **Review monthly System Report for July (production data, rainfall information, operations unrelated to the Caldor Fire Recovery efforts).**
3. **Approval of the financial reports and spending for July 2024 -** Director Hannblom asked why there wasn't anything in the budget for the water usage liens. Kim Gustafson said she would check with the bookkeeper (Darlene Serpa).
4. **Receive and file the Quarterly Interest Report from the Local Agency Investment Fund (LAIF).**

Director Davidson made a motion to approve the consent calendar as presented. Director Forbey 2nd the motion. There was no further discussion. Director Hannblom called for a vote. The motion passed with all directors present voting aye.

E. 2024/2025 BUDGET SESSION

1. **Review and consider adoption of the proposed budget for the 2024/2025 fiscal year for Operation and Maintenance (O&M), Asset Management and Capital Improvement Projects (CIP) -** Director Hannblom suggested an increase for account 62300 Distribution System to \$50,000. The Board had a brief discussion on the Operations Supervisor. They agreed the candidate's skill set should include backhoe experience to reduce costs on outside contractors for leak repairs, etc.

Director Chigazola made a motion to approve the 2024/2025 fiscal year budget as presented. Director Forbey 2nd the motion. There was no further discussion. Director Hannblom called for a vote. The motion passed with all directors present voting aye.

F. OFFICE & FINANCE

Office Operations:

1. **Receive the financial audit report for the 2022/2023 fiscal year -** The Board of Directors agreed to have Larry Bain (Financial Auditor) present the 2022-2023 audit after he has completed the 2023-2024 audit.

2. **Update on the State Water Resources Control Board's Compliance Inspection which took place on July 24, 2024** - Kim Gustafson said every 3-5 years the Water Resources Control Board will do a compliance inspection at the District. The Inspection is to make sure there is safe water for the community and a safe environment for employees. This inspection can result in funding for the District from the Department of Finance if significant deficiencies exist.
3. **Update on candidate filing for the District's Board election** - Kim Gustafson said the last day to file has been extended to August 14, 2024, she said Director Forbey and Director Hannblom have filed. Director Davidson plans to resign from the Board after his current term which will leave a vacant seat on the Board.

G. AMERICAN RESCUE PLAN ACT (ARPA) PROJECTS

1. **Update on the District's ARPA projects** - Kim Gustafson said that Brian Oneto was at the District today to inspect a couple of trees that need to be felled so that Pacific Tank and Construction can install the new Clearwell tank. They hope to have the clearwell installed, coated, and running by this winter. She mentioned plans and designs are moving forward for the water treatment plant replacements.
2. **Discuss and approve contract amendment with Kier+Wright to cover geotechnical inspection/testing during construction and construction staking for a not-to-exceed cost of \$20,000. With this additional work, the total contract amount is not to-exceed \$176,308** - Kim Gustafson said the District needs construction staking and minor construction management which was not originally included in the engineering contract. After a brief discussion the Board granted the General Manager permission to amend the contract with Kier+Wright.

Director Chigazola made a motion to authorize the General Manager to amend the contract terms with Kier+Wright to include geotechnical inspection, testing, and construction staking for a not-to-exceed cost of \$176,308. Director Malonson 2nd the motion. There was no further discussion. Director Hannblom called for a vote. The motion passed with all directors present voting aye.

H. DISASTER RECOVERY

1. **Review the most recent Disaster Recovery Status Report-** Kim Gustafson said as of today August 8, 2024, Syblon Reid started mobilizing for the reservoir liner repair project. She said the project should be completed by August 30, 2024 and once that is finished the reservoir debris removal project will get begin.
2. **Update on hazard tree marking for USDA grant to move hazard trees along Eagle Ditch pipeline-** Kim Gustafson said Nate's Tree Service has completed 65-75% of the tree project and next week they will have two crews out to complete the project. Director Davidson mentioned he was out by the Eagle Ditch line and noticed many trees down on the pipeline. Kim let Director Davidson know that Nate's Tree Service will be removing trees off the pipeline and roadways and repairing any leaks along the ditch line that were caused by felled trees. Kim mentioned the District is out to bid for the second phase of the tree felling project, and bids should be turned in by September 5, 2024. Director Davidson expressed his concern with the buck brush along the line and says eventually the roots are going to affect the pipeline. He suggested hiring someone to clean up the easement after the tree project is concluded. Kim said she would reach out to a couple of contacts to see if they are aware of any grants that would help with debris removal.

I. ANNOUNCEMENTS / DIRECTORS COMMENTS – There were no announcements or director comments.

J. ADJOURN - **Director Malonson made a motion to adjourn. Director Forbey 2nd the motion. There was no further discussion. Director Hannblom called for a vote. The motion passed with all directors present voting aye and the meeting was adjourned at 7:29 P.M.**



Grizzly Flats Community Services District System Report

August 2024

Kim Gustafson, General Manager

Andy Vicars (D2) GFCSD Maintenance Technician,

Cody Moore, & Michelle Derryberry, H2Ou Water System Operators, and RJ Barney (Operator in Training)

The purpose of this System Report is to share production data and statistics with the Board of Directors for an update on our Operations and Maintenance activities as we recover from the Caldor Fire.

Water Production Report

Current Year

2024	Total Gallons	Daily Average (gallons per day)	Monthly Flushing
January	2,607,400	84,110	179,865
February	2,826,200	97,455	547,926
March	2,877,804	92,832	227,663
April	3,009,628	100,321	254,954
May	2,746,900	88,610	257,492
June	4,264,500	142,150	317,301
July	2,146,100	69,229	166,230
August	5,310,100	171,294	329,058
September			
October			
November			
December			

*August's flushing total represents water flushed for water quality purposes (129,058 gallons), and water lost due to a leak on Pine Ridge Drive (200,000 gallons).

Prior Years

2023	Total Gallons	Daily Average
January	2,638,810	85,123
February	2,102,184	75,078
March	3,036,700	97,958
April	2,803,200	93,440
May	2,857,600	92,181
June	2,460,000	82,000
July	3,638,600	117,374
August	3,648,700	117,700
September	3,061,284	102,043
October	2,853,300	92,042
November	2,539,240	84,641
December	2,344,516	75,630

2022	Total Gallons	Daily Average
January	2,386,600	76,987
February	2,568,200	91,721
March	2,668,600	86,084
April	2,817,200	93,907
May	3,574,600	115,310
June	4,251,500	141,717
July	4,529,800	146,123
August	3,443,000	111,065
September	2,932,100	97,737
October	2,727,200	87,974
November	2,027,000	67,567
December	2,925,100	94,358

Water Treatment

- The Treatment Plants experienced turbidity spikes in August due to high temperatures and algae growth at the diversions. This resulted in a lot of rinsing and backwashing.

Distribution System

- On September 4, 2024, staff was notified of water theft in progress at a Winding Way fire hydrant. Scott Myers went to the site to ensure that the fire hydrant was completely closed and not damaged. The situation was documented, and a sheriff's report was filed. A fire hydrant tampering charge will be added to the water account associated with the perpetrator.

Rainfall

This Year (July 1 – June 30)	Amount (in inches)	Prior Years (July 1 – June 30)	Amount (in inches)
July	0.00	2013 – 2014	31.25
August	0.17	2014 – 2015	32.76
September		2015 – 2016	52.70
October		2016 – 2017	78.03
November		2017 – 2018	38.46
December		2018 – 2019	65.43
January		2019 – 2020	33.84
February		2020 – 2021	18.42
March		2021 – 2022	37.65
April		2022 – 2023	39.64
May		2023 – 2024	36.90
June		2024 – 2025 Total	00.17

Administration Report

Billing Information	Number this Month
Bills Mailed Out	619
Active Connections (on/billed each month)	620
Connections on hold (connections damaged by fire)	0
Inactive Connections (locked off/liened with no bill)	7
Current Liens	57
Liens Filed	0
Liens Released	0
New Service Installations	0
Fire Flow Letter Requests	0
1 st Tier Late Charges	70
2 nd Tier Late Charges	106

Staff transferred services at two locations in August, both of which were vacant parcels within the burn scar.

Billing Summary

2024	# of Bills Sent	# Payments Received	Amount Billed	Amount Received
January	623	580	44,084.36	43,487.98 (99%)
February	621	590	43,917.60	42,260.55 (96%)
March	623	634	43,929.31	47,277.75 (108%)
April	619	577	44,036.43	41,081.95 (93%)
May	620	597	44,483.05	43,349.86 (97%)
June	622	614	45,388.62	44,904.98 (99%)
July	620	589	46,469.68	39,064.54 (84%)
August	619	601	66,997.60	43,447.51 (65%)
September				
October				
November				
December				

2023	# of Bills Sent	# Payments Received	Amount Billed	Amount Received
January	557	552	38,395.60	42,946.92 (112%)
February	563	489	42,367.98	32,992.64 (78%)
March	562	565	38,391.27	46,081.30 (120%)
April	574	539	42,610.63	39,694.43 (93%)
May	583	554	41,661.73	46,155.20 (110%)
June	585	581	42,678.25	44,227.24 (104%)
July	589	570	43,519.16	43,227.34 (99%)
August	591	599	45,650.85	42,936.14 (94%)
September	602	568	43,574.75	37,800.10 (87%)
October	613	575	43,633.04	42,692.82 (98%)
November	620	612	44,413.81	45,889.96 (103%)
December	622	552	43,978.74	39,059.12 (89%)

2022	# of Bills Sent	# Payments Received	Amount Billed	Amount Received
January	222	206 (93%)	15,281.45	19,851.86
February	225	180 (80%)	16,473.35	15,320.98
March	234	216 (92%)	17,073.98	19,909.26
April	479	238 (50%)	30,324.68	18,922.53
May	517	329 (64%)	37,100.11	23,733.14
June	527	379 (72%)	38,350.24	35,010.72
July	531	397 (75%)	38,467.34	37,813.68
August	545	528 (97%)	39,578.18	39,827.01
September	545	502 (92%)	40,236.08	33,442.22
October	552	498 (90%)	39,615.53	36,302.27
November	556	551 (99%)	39,685.78	40,177.77
December	558	505 (91%)	45,658.22	29,758.29

**Grizzly Flats Community Services District
Profit/Loss - O/M
August 2024**

	<u>August 2024</u>	<u>Year-to-Date</u>	
Ordinary Income/Expense			
Income			
40000 · O & M Income			
40100 · Water Charges - Basic Rate	56,353.78	101,449.71	
40110 · Water Charges - Volumetric Rate	12,633.50	16,440.64	
40200 · Water User Penalties	476.70	1,034.54	
40210 · Water User Lien Fees	0.00	920.00	
40300 · Miscellaneous Revenue	0.00	0.00	
40400 · Pooled Interest	81.92	123.99	
40600 · New Service Installation	0.00	0.00	
41000 · Grant Revenue - O&M State of CA	0.00	0.00	
			Year-to-date Collection
			from customers \$84,585
Total 40000 · O & M Income	<u>69,545.90</u>	<u>119,968.88</u>	Month of July \$44,077
Expense			
50000 · Personnel Costs			
51000 · Salaries Expense			
51100 · Field Staff	5,702.80	9,488.40	
51200 · Admin Staff	16,030.17	24,714.72	
51400 · Standby Pay	0.00	68.58	
51600 · Holiday Pay	0.00	642.40	
Total 51000 · Salaries Expense	<u>21,732.97</u>	<u>34,914.10</u>	
52000 · Payroll Expense			
52100 · Payroll Tax	1,662.48	2,650.60	
52300 · Workers' Comp	191.42	382.84	
Total 52000 · Payroll Expense	<u>1,853.90</u>	<u>3,033.44</u>	
53000 · Benefits Expense			
53100 · Deferred Comp	0.00	0.00	
53200 · HRA Medical	3,112.50	6,225.00	
53300 · Life Insurance	0.00	0.00	
Total 53000 · Benefits Expense	<u>3,112.50</u>	<u>6,225.00</u>	
54000 · Contract Operation	25,000.00	46,682.05	H2O Urban Solutions (prior-months)
Total 50000 · Personnel Costs	<u>51,699.37</u>	<u>90,854.59</u>	
60000 · Operations & Utilities Exp			
60100 · Alarm Service	0.00	0.00	
60200 · Communication	286.20	512.47	
60400 · Fire & Safety Supplies	0.00	17.77	
60600 · PG&E	48.71	89.49	
60700 · Propane	0.00	0.00	
60800 · Trash Disposal	0.00	0.00	
30900 · Website	0.00	0.00	
Total 60000 · Operations & Utilities Exp	<u>334.91</u>	<u>619.73</u>	
61000 · Water Treatment			
61100 · Chemicals	208.40	416.80	
61200 · Equipment & Supplies	749.51	787.95	
61300 · Testing & Lab Reports	260.00	345.00	
Total 61000 · Water Treatment	<u>1,217.91</u>	<u>1,549.75</u>	

**Grizzly Flats Community Services District
Profit/Loss - O/M
August 2024**

	<u>August 2024</u>	<u>Year-to-Date</u>
62000 - Maintenance Exp		
62100 - Building	70.00	70.00
62200 - Customer Meters	355.00	355.00
62300 - Distribution System	71.42	25,644.26
62400 - Grounds	0.00	0.00
62410 - Grizzly Pond Expenses	0.00	0.00
62450 - Eagle Ditch	0.00	0.00
62500 - Office Equipment	0.00	0.00
62600 - Parts & Equip.	26.81	32.23
62700 - Road Repairs	932.67	932.67
62800 - Service Contracts	224.99	224.99
62900 - Treatment Plant I & II	0.00	0.00
Total 62000 - Maintenance Exp	<u>1,680.89</u>	<u>27,259.15</u>
63000 - Vehicle Exp.		
63100 - Oil/Grease	0.00	0.00
63200 - Parts & Repairs	0.00	0.00
63300 - Tires & Snow Chains	0.00	0.00
63400 - Tractor Maintenance & Repairs	0.00	0.00
63500 - Fuel Purchases	1,056.45	1,056.45
Total 63000 - Vehicle Exp.	<u>1,056.45</u>	<u>1,056.45</u>
64000 - Employee Exp.		
64100 - Clothing	0.00	0.00
64200 - Education & Certification	0.00	0.00
64300 - Employee - Auto Mileage	0.00	0.00
64400 - Transportation and Travel	0.00	0.00
Total 64000 - Employee Exp.	<u>0.00</u>	<u>0.00</u>
65000 - Admin Exp.		
65100 - Agency Admin. Fee	141.98	919.83
65150 - Bank Fees & Supplies	23.68	84.85
65200 - Election Cost	0.00	0.00
65250 - Janitorial & Supplies	49.18	80.05
65300 - Meeting Expense	0.00	0.00
65350 - Membership & Dues	0.00	300.00
65400 - Office Supplies	146.51	236.00
65450 - Postage	1,095.00	1,367.00
65500 - Public & Legal Notices	0.00	132.50
65550 - Software	0.00	2,000.00
Total 65000 - Admin Exp.	<u>1,456.35</u>	<u>5,120.23</u>
66000 - Professional Services		
66100 - Audit & Accounting	740.00	1,480.00
66200 - Legal	228.00	228.00
66400 - Liability Insurance	1,960.62	3,921.24
66900 - Liability Other	0.00	0.00
Total 6600 - Professional Services	<u>2,928.62</u>	<u>5,629.24</u>
Total Expense	<u>60,374.50</u>	<u>132,089.14</u>
Net Income (Loss)	<u><u>\$9,171.40</u></u>	<u><u>(\$12,120.26)</u></u>

Underground Service Alert
& CA Special District

Continental Utility - Annual
Maintenance

Grizzly Flat Community Services District
Profit/Loss - CIP
August 2024

	August 2024	Year-to-Date
CIP Income/Expense		
Income		
45000 - Capital Income		
45100 - Standby Charges	0.00	0.00
45200 - Penalties on Standby Fees	0.00	0.00
45300 - Capital Connection Fee	0.00	0.00
45600 - Pooled Interest	0.00	0.00
Total 45000 - Capital Income	0.00	0.00
 70000 - Capital Expense		
70000 - Capital Purchases	0.00	0.00
70210 - Grant Expense	0.00	
70300 - Interest on Long Term Debt	0.00	0.00
70800 - Depreciation	7,641.42	15,282.84
Total 70000 - Capital Expense	7,641.42	15,282.84
 Net Income (Loss)	-7,641.42	-15,282.84

pk8

Grizzly Flats Community Services District
Check Detail
August 5, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	5120	08/05/2024	US Bank Corporate Payments	10100 · WF-O&M Checking		-1,101.95
Bill	7/15/24	07/15/2024		61200 · Equipment & Supplies	-16.41	16.41
				65250 · Janitorial & Supplies	-13.50	13.50
				61200 · Equipment & Supplies	-22.03	22.03
				65400 · Office Supplies	-8.31	8.31
				60200 · Communication	-212.58	212.58
				65450 · Postage	-272.00	272.00
				60400 · Fire and Safety Supplies	-17.77	17.77
				65250 · Janitorial & Supplies	-10.66	10.66
				65400 · Office Supplies	-9.60	9.60
				65500 · Public & Legal Notices	-90.00	90.00
				65500 · Public & Legal Notices	-42.50	42.50
				60200 · Communication	-13.69	13.69
				62300 · Distribution System	-372.90	372.90
					-1,101.95	1,101.95
Bill Pmt -Check	5121	08/05/2024	Andrew Vicars.	10100 · WF-O&M Checking		-318.54
Bill	7/30/24	07/30/2024		22200 · Accrued HRA Medical	-318.54	318.54
					-318.54	318.54
Bill Pmt -Check	5122	08/05/2024	Camille D'Ambrosio	10100 · WF-O&M Checking		-261.25
Bill	7	07/31/2024		17017 · #1 Clearwell & WTP Improvements	-130.63	130.63
				17018 · #2 Reservoir Lining Rehab	-130.62	130.62
					-261.25	261.25
Bill Pmt -Check	5123	08/05/2024	Core & Main LP	10100 · WF-O&M Checking		-3,173.73
Bill	V170215-1	07/01/2024		62300 · Distribution System	-3,173.73	3,173.73
					-3,173.73	3,173.73
Bill Pmt -Check	5124	08/05/2024	Darlene Serpa Accounting	10100 · WF-O&M Checking		-740.00
Bill	July-24	07/31/2024		66100 · Audit & Accounting	-740.00	740.00
					-740.00	740.00
Bill Pmt -Check	5125	08/05/2024	El Dorado Irrigation District	10100 · WF-O&M Checking		-208.40
Bill	7192024	07/19/2024		61100 · Chemicals	-208.40	208.40
					-208.40	208.40

Grizzly Flats Community Services District

Check Detail

August 5, 2024

Bill Pmt -Check	5126	08/05/2024	Eurofins Eaton Analytical, Inc.	10100 - WF-O&M Checking		-85.00
Bill	3800058322	07/26/2024		61300 - Testing & Lab Reports		85.00
						-85.00
						85.00 ✓
Bill Pmt -Check	5127	08/05/2024	Kim Gustafson.	10100 - WF-O&M Checking		-2,018.73
Bill	7/30/24	07/30/2024		22200 - Accrued HRA Medical		2,018.73
						-2,018.73
						2,018.73 ✓
Bill Pmt -Check	5128	08/05/2024	P G & E	10100 - WF-O&M Checking		-40.78
Bill	7/17/24	07/17/2024		60600 - PG&E		40.78
						-40.78
						40.78 ✓
Bill Pmt -Check	5129	08/05/2024	Paul Greathouse Excavation	10100 - WF-O&M Checking		-21,293.40
Bill	7	07/11/2024		62300 - Distribution System		21,293.40
						-21,293.40
						21,293.40 ✓
Bill Pmt -Check	5130	08/05/2024	Pleasant Valley Ace Hardware	10100 - WF-O&M Checking		-12.13
Bill	152383/1	07/18/2024		62600 - Parts & Equip.		5.42
				65250 - Janitorial & Supplies		-6.71
						-12.13
						12.13 ✓
Bill Pmt -Check	5131	08/05/2024	Underground Service Alert	10100 - WF-O&M Checking		-300.00
Bill	1467562024	07/22/2024		65350 - Membership & Dues		300.00
						-300.00
						300.00 ✓

Pat Job 8/5/24
Kim Gustafson 8/5/24

Grizzly Flats Community Services District
Check Detail
August 20, 2024

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	5132	08/20/2024	Andrew Vicars.	10100 · WF-O&M Checking		-648.74
Bill	8/19/24	08/19/2024		22200 · Accrued HRA Medical	-648.74	648.74
					-648.74	648.74 ✓
Bill Pmt -Check	5133	08/20/2024	Blain Stumpf Trucking	10100 · WF-O&M Checking		-932.67
Bill	202408-99	08/02/2024		62700 · Road Repairs	-932.67	932.67
					-932.67	932.67 ✓
Bill Pmt -Check	5134	08/20/2024	CALNET	10100 · WF-O&M Checking		-143.79
Bill	22091494	08/02/2024		60200 · Communication	-143.79	143.79
					-143.79	143.79 ✓
Bill Pmt -Check	5135	08/20/2024	El Dorado Irrigation District	10100 · WF-O&M Checking		-208.40
Bill	08082024	08/08/2024		61100 · Chemicals	-208.40	208.40
					-208.40	208.40 ✓
Bill Pmt -Check	5136	08/20/2024	Eurofins Eaton Analytical, Inc.	10100 · WF-O&M Checking		-100.00
Bill	3800059325	08/06/2024		61300 · Testing & Lab Reports	-15.00	15.00
Bill	3800059928	08/13/2024		61300 · Testing & Lab Reports	-85.00	85.00
					-100.00	100.00 ✓
Bill Pmt -Check	5137	08/20/2024	Ferguson Enterprises LLC	10100 · WF-O&M Checking		-1,849.97
Bill	0268869	08/14/2024		17022 · FEMA Project 659585 - Utility	-1,849.97	1,849.97
					-1,849.97	1,849.97 ✓
Bill Pmt -Check	5138	08/20/2024	H2O Urban Solutions, Inc.	10100 · WF-O&M Checking		-25,061.15
Bill	June-24	06/30/2024		23500 · Other Liability	-25,000.00	25,000.00
				54000 · Contract Operations	-61.15	61.15
					-25,061.15	25,061.15 ✓
Bill Pmt -Check	5139	08/20/2024	Hunt & Sons, Inc.	10100 · WF-O&M Checking		-1,056.45
Bill	217315	08/15/2024		63500 · Fuel Purchases	-1,056.45	1,056.45
					-1,056.45	1,056.45 ✓
Bill Pmt -Check	5140	08/20/2024	Inland Business Systems	10100 · WF-O&M Checking		-224.99
Bill	4298909	08/01/2024		62800 · Service Contracts	-224.99	224.99
					-224.99	224.99 ✓

Grizzly Flats Community Services District
Check Detail
August 20, 2024

Bill Pmt -Check	5141	08/20/2024	Jessica Phillips.	10100 · WF-O&M Checking		-581.77
Bill	8/19/24	08/19/2024		22200 · Accrued HRA Medical		-581.77
						581.77 ✓
						-581.77
Bill Pmt -Check	5142	08/20/2024	Kier & Wright Civil Engineers	10100 · WF-O&M Checking		-27,231.00
Bill	297353	06/30/2024		17018 · #2 Reservoir Lining Rehab		-5,508.25
Bill	297352	06/30/2024		17017 · #1 Clearwell & WTP Imp		-12,907.25
Bill	298294	08/01/2024		17017 · #1 Clearwell & WTP Imp		-8,815.50
						8,815.50
						-27,231.00
						27,231.00 ✓
Bill Pmt -Check	5143	08/20/2024	ODP Business Solutions, LLC	10100 · WF-O&M Checking		-140.56
Bill	381309629001	08/13/2024		65400 · Office Supplies		-75.88
				65250 · Janitorial & Supplies		-49.18
Bill	381310296001	08/13/2024		65400 · Office Supplies		-15.50
						15.50
						-140.56
						140.56 ✓
Bill Pmt -Check	5144	08/20/2024	Pleasant Valley Ace Hardware	10100 · WF-O&M Checking		-17.36
Bill	152792/1	08/13/2024		17017 · #1 Clearwell & WTP Imp		-17.36
						17.36 ✓
						-17.36
Bill Pmt -Check	5145	08/20/2024	Water Environmental Testing	10100 · WF-O&M Checking		-160.00
Bill	24-07-GF	08/06/2024		61300 · Testing & Lab Reports		-160.00
						160.00 ✓
						-160.00
						160.00

Kim Gustafson 8/21/24

Pat Jobe 8/21/24

Grizzly Flats Community Services District

Balance Sheet

As of August 31, 2024

August 31, 2024

ASSETS

Current Assets

Checking/Savings

10000 · Cash In Banks

 10100 · WF-O&M Checking 2,031,161.03

 10200 · WF- Payroll Checking 21,592.10

 10400 · WF- USDA Loan Reserve 46,025.12

Total 10000 · Cash In Banks 2,098,778.25

11000 · LAIF Investments

11100 · O&M Funds

 11110 · O & M Reserve Acct 108,439.08

Total 11100 · O&M Funds 108,439.08

11800 · CIP Funds

 11210 · CIP Dedicated Reserve 25,126.10

 11220 · CIP Restricted Reserve 250,000.00

 11240 · Hydrant Repair and Replacemen 15,000.00

Total 11800 · CIP Funds 290,126.10

Total 11000 · LAIF Investments 398,565.18

12000 · Cash in County Treasury

 12200 · CIP Funds -2,570.80 County Overpayment

Total 12000 · Cash in County Treasury -2,570.80

13000 · Petty Cash Fund

100.00

Total Checking/Savings 2,494,872.63

Other Current Assets

14500 · Other Receivable 0.00

USDA & BaseCamp Enviro - Tree
Removal - Storm Damage & ARPA

14700 · Grant Reimbursable 113,130.86 Pump Upgrades

14800 · Caldor Fire Expenses 259,423.60 Offset by acct 25000

Amount owed by customers. Includes
monthly billing of \$69,464

14900 · A/R- Water User Fees 193,368.40

15000 · Prepaid Expenses

 15100 · Insurance 19,606.24

 15200 · Worker's Comp 1,914.24

Total 15000 · Prepaid Expenses 21,520.48

Total Other Current Assets 587,443.34

Total Current Assets 3,082,315.97

Fixed Assets

16000 · Capital Assets

 16100 · Land 237,405.00

 16200 · Water Plant 3,546,527.91

 16300 · Vehicles 68,275.01

 16400 · Equipment 269,188.21

 16900 · Accumulated Depreciation -2,041,354.88

Total 16000 · Capital Assets 2,080,041.25

Grizzly Flats Community Services District

Balance Sheet

As of August 31, 2024

	<u>August 31, 2024</u>
17000 · Work In Progress	
17010 - WIP - Reservoir Liner Repairs	22,625.00
17015 - WIP - DFA Grant - Improve (3)	3,025.00
17017 - WIP - ARPA #1 Clearwell & WTP Imp	148,688.70
17018 - WIP - ARPA #2 Reservoir Lining Rehab	41,934.60
17019 - FEMA Project 4683DR Storm Damages	21,709.93
17020 - WIP - USDA Grant - Tree Felling	20,250.75
17022 - FEMA Project 659585 - Utility Damages	1,849.97
17700 · Water Master Plan (H2Ou)	29,135.00
Total 17000 · Work In Progress	<u>289,218.95</u>
Total Fixed Assets	<u>2,369,260.20</u>
TOTAL ASSETS	<u><u>5,451,576.17</u></u>
 LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	46,523.84
Total Accounts Payable	<u>46,523.84</u>
Other Current Liabilities	
21400 - Other Payables or Expense	0.00
22000 · Personnel Payables	
22100 · Federal & State Payroll Taxes	1,989.69
22200 · Accrued HRA Medical	51,043.39
22300 · Accrued Vacation	3,614.21
Total 22000 · Personnel Payables	<u>56,647.29</u>
23500 - Other Liability	25,000.00 H2O Urban Solutions
Grants & Projects	
24900 - Project 659585 - Utility Damage	148,458.27
24910 - WIP - ARPA Grant	129,279.27
24920 - Project 437365 - Fire Hydrants	357,904.95
24930 - Tank Replace - Tyler & Winding	873,540.43
25000 - Deferred Revenue Advance	509,638.16 Funds received - projects on going - per CPA
Total Other Current Liabilities	<u>2,100,468.37</u>
Total Current Liabilities	<u>2,146,992.21</u>
Long Term Liabilities	
20200 · USDA Loan	766,500.00
Total Long Term Liabilities	<u>766,500.00</u>
Total Liabilities	<u>2,913,492.21</u>
 Equity	
167 · Retained Earnings - Old Acct	725,608.09
30000 · Reserves-Retained Earnings	1,176,447.01
30100 · Reserves- CIP Restricted	540,875.62
30300 · Reserves - Asset Management	80,548.45
30400 · Reserves - USDA Loan Reserve	42,007.89
Net Income	-27,403.10
Total Equity	<u>2,538,083.96</u>
TOTAL LIABILITIES & EQUITY	<u><u>5,451,576.17</u></u>

Grizzly Flats Community Services District
O/M Budget vs. Actual
August 2024

	<u>Jul-24 to Aug-24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
40000 · O & M Income				
40100 · Water Charges - Basic Rate	101,449.71	600,000.00	-498,550.29	16.91%
40110 · Water Charges - Volumetric Rate	16,440.64	80,000.00	-63,559.36	20.55%
40200 · Water User Penalties	1,034.54	10,000.00	-8,965.46	10.35%
40210 · Water User Lein Fees	920.00	0.00	920.00	100.0%
40300 · Miscellaneous Revenue	0.00	800.00	-800.00	0.0%
40400 · Pooled Interest	123.99	3,500.00	-3,376.01	3.54%
40600 · New Service Installation	0.00	1,200.00	-1,200.00	0.0%
41000 - Grant Revenue O&M - State of CA	0.00	0.00	0.00	0.0%
Total 40000 · O & M Income	119,968.88	695,500.00	-575,531.12	17.25%
Expense				
50000 · Personnel Costs				
51000 · Salaries Expense				
51100 · Field Staff	9,488.40	142,456.00	-132,967.60	6.66%
51200 · Admin Staff	24,714.72	122,335.00	-97,620.28	20.2%
51300 - Overtime	0.00	2,000.00	-2,000.00	0.0%
51400 - Standby Pay	68.58	300.00	-231.42	22.86%
51600 · Holiday Pay	642.40	12,304.00	-11,661.60	5.22%
Total 51000 · Salaries Expense	34,914.10	279,395.00	-244,480.90	12.5%
52000 · Payroll Expense				
52100 · Payroll Tax	2,650.60	20,257.00	-17,606.40	13.09%
52300 · Workers' Comp	382.84	2,297.00	-1,914.16	16.67%
Total 52000 · Payroll Expense	3,033.44	22,554.00	-19,520.56	13.45%
53000 · Benefits Expense				
53100 · Deferred Comp	0.00	5,560.00	-5,560.00	0.0%
53200 · HRA Medical	6,225.00	49,800.00	-43,575.00	12.5%
53300 · Life Insurance	0.00	400.00	-400.00	0.0%
Total 53000 · Benefits Expense	6,225.00	55,760.00	-49,535.00	11.16%
54000 · Contract Operations				
	46,682.05	276,605.00	-229,922.95	16.88%
Total 50000 · Personnel Costs	90,854.59	634,314.00	-543,459.41	14.32%

**Grizzly Flats Community Services District
O/M Budget vs. Actual
August 2024**

	<u>Jul-24 to Aug-24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
60000 · Operations & Utilities Exp				
60100 · Alarm Service	0.00	1,200.00	-1,200.00	0.0%
60200 · Communication	512.47	4,500.00	-3,987.53	11.39%
60400 · Fire and Safety Supplies	17.77	1,000.00	-982.23	1.78%
60600 · PG&E	89.49	1,000.00	-910.51	8.95%
60700 · Propane	0.00	4,000.00	-4,000.00	0.0%
60800 · Trash Disposal	0.00	750.00	-750.00	0.0%
60900 · Website	0.00	270.00	-270.00	0.0%
Total 60000 · Operations & Utilities Exp	619.73	12,720.00	-12,100.27	4.87%
61000 · Water Treatment				
61100 · Chemicals	416.80	6,500.00	-6,083.20	6.41%
61200 · Equipment & Supplies	787.95	2,000.00	-1,212.05	39.4%
61300 · Testing & Lab Reports	345.00	10,500.00	-10,155.00	3.29%
Total 61000 · Water Treatment	1,549.75	19,000.00	-17,450.25	8.16%
62000 · Maintenance Exp				
62100 · Building	70.00	500.00	-430.00	14.0%
62200 · Customer Meters	355.00	3,000.00	-2,645.00	11.83%
62300 · Distribution System	25,644.26	15,000.00	10,644.26	170.96%
62400 · Grounds	0.00	5,000.00	-5,000.00	0.0%
62410 · Grizzly Pond Expenses	0.00	700.00	-700.00	0.0%
62450 · Eagle Ditch	0.00	10,000.00	-10,000.00	0.0%
62500 · Office Equip.	0.00	1,000.00	-1,000.00	0.0%
62600 · Parts & Equip.	32.23	1,500.00	-1,467.77	2.15%
62700 · Road Repairs	932.67	10,000.00	-9,067.33	9.33%
62800 · Service Contracts	224.99	3,100.00	-2,875.01	7.26%
62900 · Treatment Plant I & II	0.00	4,000.00	-4,000.00	0.0%
Total 62000 · Maintenance Exp	27,259.15	53,800.00	-26,540.85	50.67%
63000 · Vehicle Exp.				
63100 · Oil/Grease	0.00	500.00	-500.00	0.0%
63200 · Parts & Repairs	0.00	3,500.00	-3,500.00	0.0%
63300 · Tires & Snow Chains	0.00	2,000.00	-2,000.00	0.0%
63400 · Tractor Maintenance & Repairs	0.00	1,000.00	-1,000.00	0.0%
63500 · Fuel Purchases	1,056.45	5,500.00	-4,443.55	19.21%
Total 63000 · Vehicle Exp.	1,056.45	12,500.00	-11,443.55	8.45%

**Grizzly Flats Community Services District
O/M Budget vs. Actual
August 2024**

	<u>Jul-24 to Aug-24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
64000 · Employee Exp.				
64100 · Clothing	0.00	500.00	-500.00	0.0%
64200 · Education & Certifications	0.00	1,000.00	-1,000.00	0.0%
64300 · Employee - Auto Mileage	0.00	300.00	-300.00	0.0%
64400 · Transportation and Travel	0.00	800.00	-800.00	0.0%
Total 64000 · Employee Exp.	0.00	2,600.00	-2,600.00	0.0%
65000 · Admin Exp.				
65100 · Agency Admin. Fee	919.83	5,835.00	-4,915.17	15.76%
65150 · Bank Fees & Supplies	84.85	1,000.00	-915.15	8.49%
65200 · Election Costs	0.00	500.00	-500.00	0.0%
65250 · Janitorial & Supplies	80.05	700.00	-619.95	11.44%
65300 · Meeting Expenses	0.00	300.00	-300.00	0.0%
65350 · Membership & Dues	300.00	6,465.00	-6,165.00	4.64%
65400 · Office Supplies	236.00	4,500.00	-4,264.00	5.24%
65450 · Postage	1,367.00	5,300.00	-3,933.00	25.79%
65500 · Public & Legal Notices	132.50	1,300.00	-1,167.50	10.19%
65550 · Software	2,000.00	4,430.00	-2,430.00	45.15%
Total 65000 · Admin Exp.	5,120.23	30,330.00	-25,209.77	16.88%
66000 · Professional Services				
66100 · Audit & Accounting	1,480.00	16,600.00	-15,120.00	8.92%
66200 · Legal	228.00	4,000.00	-3,772.00	5.7%
66400 · Liability Insurance	3,921.24	23,527.00	-19,605.76	16.67%
66900 · Other	0.00	950.00	-950.00	0.0%
Total 66000 · Professional Services	5,629.24	45,077.00	-39,447.76	12.49%
67100 - Asset Management	0.00	0.00	0.00	0.0%
Total · O & M Expenses	132,089.14	810,341.00	(678,251.86)	16.30%
Net Income	(12,120.26)	(114,841.00)	102,720.74	10.55%

Grizzly Flats Community Services District
CIP Budget vs. Actual
August 2024

	<u>Jul-24 - Aug-24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
45000 · Capital Income				
45100 · Standby Charges	0.00	58,560.00	-58,560.00	0.0%
45200 · Penalties On Standby Fees	0.00	1,200.00	-1,200.00	0.0%
45300 · Capital Connection Fee	0.00	11,704.00	-11,704.00	0.0%
45600 · Pooled Interest	0.00	8,508.00	-8,508.00	0.0%
Total 45000 · Capital Income	0.00	79,972.00	-79,972.00	0.0%
70000 · Capital Exp.				
70000 - Capital Purchase	0.00	0.00	10,500.00	0.0%
70100 - Compliance	0.00	1,095.00	-1,095.00	0.0%
70210 - Loan/Grant Expense	0.00	0.00	0.00	0.0%
70300 - Interest On Long Term Debt	0.00	25,000.00	-25,000.00	0.0%
70800 · Depreciation	15,282.84	91,698.00	-76,415.16	16.67%
Total 70000 · Capital Exp.	15,282.84	117,793.00	-92,010.16	12.97%
Net Income	(15,282.84)	(37,821.00)	12,038.16	40.41%

**Grizzly Flats Community Services District
Transactions by Account
As of August 31, 2024**

3:39 PM
08/19/24
Accrual Basis

Type	Date	Num	Name	Memo	Cir	Split	Amount	Balance
14800 · Caldor Fire Expenses								259,423.60
Total 14800 · Caldor Fire Expenses								259,423.60
TOTAL								259,423.60

PK19

**Grizzly Flats Community Services District
Transactions by Account
As of August 31, 2024**

3:39 PM
08/19/24
Accrual Basis

Type	Date	Num	Name	Memo	Clr	S...	Amount	Balance
25000 - Deferred Revenue Advance								
General Journal	06/30/2023	119		CPA - Reclassify Advance received from insurance co for Reserv...		2...	410,086.44	410,086.44
General Journal	06/30/2023	120		Record Advance for pond liner - FEMA & OES		2...	124,673.48	534,759.92
General Journal	06/30/2023	June-23		CPA Year-end - H2O Urban Feb-June True-up		5...	-21,851.76	512,908.16
General Journal	07/01/2023	115R		Reverse of GJE 115 -- CPA - Record Grant Accrued A/P Joe Vicini		1...	-3,270.00	509,638.16
Total 25000 - Deferred Revenue Advance							509,638.16	509,638.16
TOTAL							509,638.16	509,638.16

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Direct Charge Levy
Annual Certification of Levy and Data Submission Form
DEADLINE IS 5PM MONDAY, AUGUST 12, 2024

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Any error will cause the entire data submission to fail. These include:

- Incorrect overall file format (4 data formats are available)
- File format errors on individual records/lines
- Invalid ANs
- Duplicate ANs
- Levy amount with an odd cent (.01, .03, .05, etc.)
- \$0 amount

Any data resubmissions completely overwrite the entire tax code's previously submitted data for the same tax year.

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Direct Charge Tax Code: **74301**
Direct Charge Tax Bill Description: **CSD Standby Chrg: Grizzly Flat CSD Dated 1990**
District Name: **Grizzly Flats CSD**
District Email Address: **gfwater@sbcglobal.net**
Property Tax Division Staff Information: **Marsha Tover (530) 621-5472 marsha.tover@edcgov.us**
For Tax year: **2024/2025 (July 1, 2024 through June 30, 2025)**

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The undersigned hereby: attests that the direct charge levies have been verified for accuracy and approved by the district; agrees to the cost recovery for direct charges enrolled; and agrees to the statutory and procedural terms for collection on the tax roll.

Check One:

- Only one direct charge tax code # on the file
 Multiple direct charge tax code #s on the file

Check One:

- 1st Submission for tax roll for the tax year
 Resubmission for tax roll for the tax year

Check One:

- Data file is for secured tax roll
 Data file is for unsecured tax roll

08/02/2024

Date Submitted to Prop Tax Staff

AM
 PM

1217

Number of Records

(if not agree to data file, then all levies rejected)

58,416

Total Amount

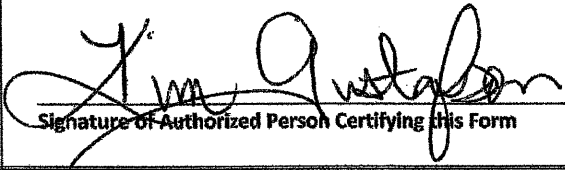
(if not agree to data file, then all levies rejected)

GFCSD General Manager

Title of Authorized Person Certifying this Form

Kim Gustafson

Print Name of Authorized Person Certifying this Form


Signature of Authorized Person Certifying this Form

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- Successfully Processed
 All Records Rejected

Date Received

Date Loaded

Loaded By

Date Sent Confirm-Reject Memo

Notes: _____

pk21



August 28, 2024

Lynn Hannblom, Board Chair
Grizzly Flats Community Services District
P.O. Box 250
Grizzly Flats California, 95636-0250

Re: No Paid Property/Liability Claims in 2023-24

Dear Lynn,

On behalf of SDRMA Board of Directors and staff, I am thrilled to extend our heartfelt congratulations to you and your organization for achieving an outstanding milestone during the 2023-24 program year—completing the year with no “paid” property/liability claims! A "paid" claim for the purposes of this recognition represents the first payment on an open claim during the prior program year and excludes property claims.

In recognition of this significant accomplishment, I am pleased to inform you that Grizzly Flats Community Services District has earned one credit incentive point (CIP). This well-deserved recognition not only highlights your excellence in risk management, but also rewards your efforts by reducing your annual contribution amount. It is our way of acknowledging the hard work and dedication that went into maintaining a safe and secure environment.

This remarkable achievement is a testament to the dedication, diligence, and proactive risk management strategies that you and your team have consistently demonstrated. Managing risks effectively is no small feat, and your success in preventing paid claims speaks volumes about your commitment to safety, careful planning, and the well-being of your community and employees.

We are genuinely excited about your success and look forward to continuing our partnership in fostering a culture of safety and responsibility within your special district. Your leadership sets a powerful example for other members, and we are proud to have Grizzly Flats Community Services District as a part of SDRMA.

Once again, congratulations on this exceptional achievement. Please do not hesitate to reach out if there is anything we can do to support your continued success.

Sincerely,

Sandy A. Seifert-Raffelson, President
Board of Directors
Special District Risk Management Authority



pk 22

Grizzly Flats Community Services District

4765 Sciaroni Road / P.O. Box 250
Grizzly Flats, CA 95636
Ph: 530/622-9626 Fax: 530/622-4806
www.grizzlyflatscsd.com



September 12, 2024

Item E.2. Discuss options to surplus the old silver backwash tank / Gustafson

Accounting Policies and Procedures Manual:

3.10.5. Surplus Equipment

3.10.5.2. Methods of Disposition

The General Manager is responsible for the disposition of District surplus property. Once the Board has approved the list of surplus property, the General Manager shall determine which of the following methods of disposition to use; the priority for disposition shall be in the order listed below:

1. Trade In – Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property. All trade-in offers will be submitted for the review and approval of the General Manager.
2. Return to Manufacturer – Surplus property may, when possible, be returned to the manufacturer for buy-back or credit toward the purchase of new property.
3. Sale – The District may offer surplus property for sale. All surplus property is for sale “as-is” and “where-is” with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility, or usability of the property offered for sale.
4. Appropriate methods of sale are as follows:
 - a. Public Auction – Surplus property may be sold at public auction. The District may contract with a professional auctioneer.
 - b. Sealed Bids – Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsive bidder.
 - c. Negotiated Sale – Surplus property may be sold directly to a purchaser if it is determined that only one known buyer is available or interested in acquiring the property.
 - d. Selling for Scrap – Surplus property with a minimal fair market value may be sold as scrap.
5. Donation or Disposal – If the District is unable to sell surplus property after using the methods provided in sections 1 through 3, above, or if the cost of locating a buyer exceeds the estimated sale price of surplus property, the property may be donated to a charitable organization, recycled, destroyed, or disposed of as junk.

3.10.5.3. Proceeds

All sales of surplus property shall be paid to the District by certified check, money order, or in manner agreeable to the General Manager. The General Manager shall be authorized to sign bills of sale and any other documents evidencing the transfer of title to such surplus property by and on behalf of the District.

3.10.5.4. District Employees and Officers

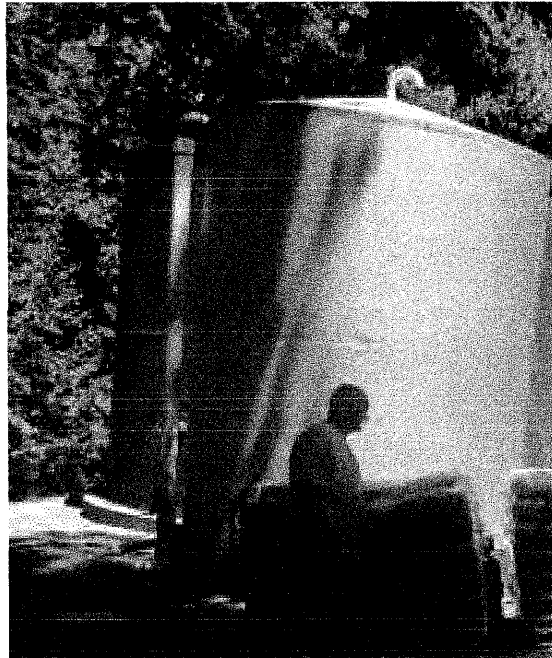
District employees, directors and officers are prohibited from purchasing surplus property offered for sale by the District.

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Description of Surplus Item:

Welded steel above ground standpipe tank – The old silver backwash tank was decommissioned following installation of our green backwash tank through Drought Measures Infrastructure Project in 2015. The silver tank is believed to be over 40 years old, with an estimated holding capacity of 16,000 gallons.

The silver tank was recently relocated to make room for the new Clearwell, and staff would like to surplus it rather than demolishing the tank to save money



Recommended Action:

The Board should deem the equipment “surplus equipment” and authorize the General Manager to dispose of the items per District policy.

PTC Change Order Request (COR)



Customer: Grizzly Flats Community Services District
Contact: Kim Gustafson, Scott Meyers, Cort Abney
Project: Clearwell Replacement Project
Location: Grizzly Flats, CA

COR No.: 1
Date: 8/28/2024
PTC Job No.: 827-24
Owner Contract No.: NA

Change Description

Item #	Value	Description
1	\$ 10,208	Vault Cleanup and Piping
Total:	\$ 10,208	

Inclusions / Exclusions / Clarifications

- 1
- 2


Cost Breakdown

			Quantity	Unit	Unit Cost		Cost	
	Add	Deduct	Cost		Add	Deduct	Add	Deduct
Original			\$ 1,353,503.00					
Change 1	\$ 10,208.00	\$ -	\$ 10,208.00					
Change 2								
Change 3								
Change 4								
Change 5								
Change 6								
Change 7								
Change 8								
Change 9								
Change 10								
Revised Contract Amount			\$ 1,363,711.00					

Work Days	
Add	Deduct
0	
0	0

Approvals

This additional work may result in added impact cost and delays to the overall project schedule.



PTC Project Manager

August 28, 2024

Date

Customer's Representative

Date

PK25

Customer: Grizzly Flats Community Services District
Contact: Kim Gustafson, Scott Meyers, Cort Abney
Project: Clearwell Replacement Project
Location: Grizzly Flats, CA

COR No.: 1
Date: 2/12/2024
PTC Job No.: 827-24
Owner Contract No.: NA

Shop Labor

Item	Description	Units	Men	Hours	Total HR's
1		1	1	4	4
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Total MHR's					4

Item	\$/MHR	Cost
Wages		
Subsistence		\$ -
Burden		\$ -
Subtotal		\$ -
15% OH/Profit		\$ -
Total		\$ -

Materials/Consumables/Freight

Item	Description	Unit	\$/Unit	Total
1				
2				\$ -
3				\$ -
4				\$ -
Subtotal				\$ -
15% OH/Profit				\$ -
Total				\$ -

Equipment

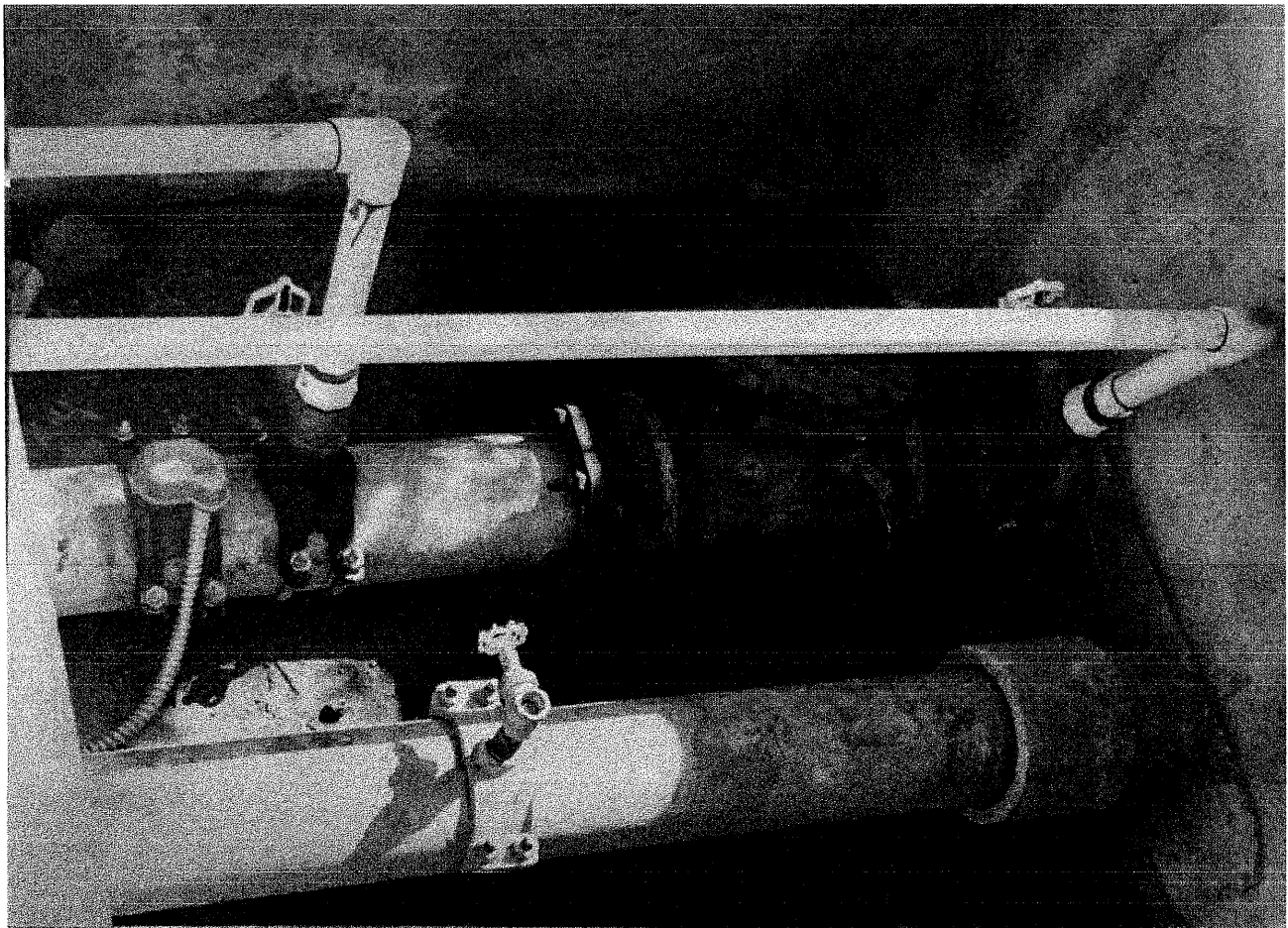
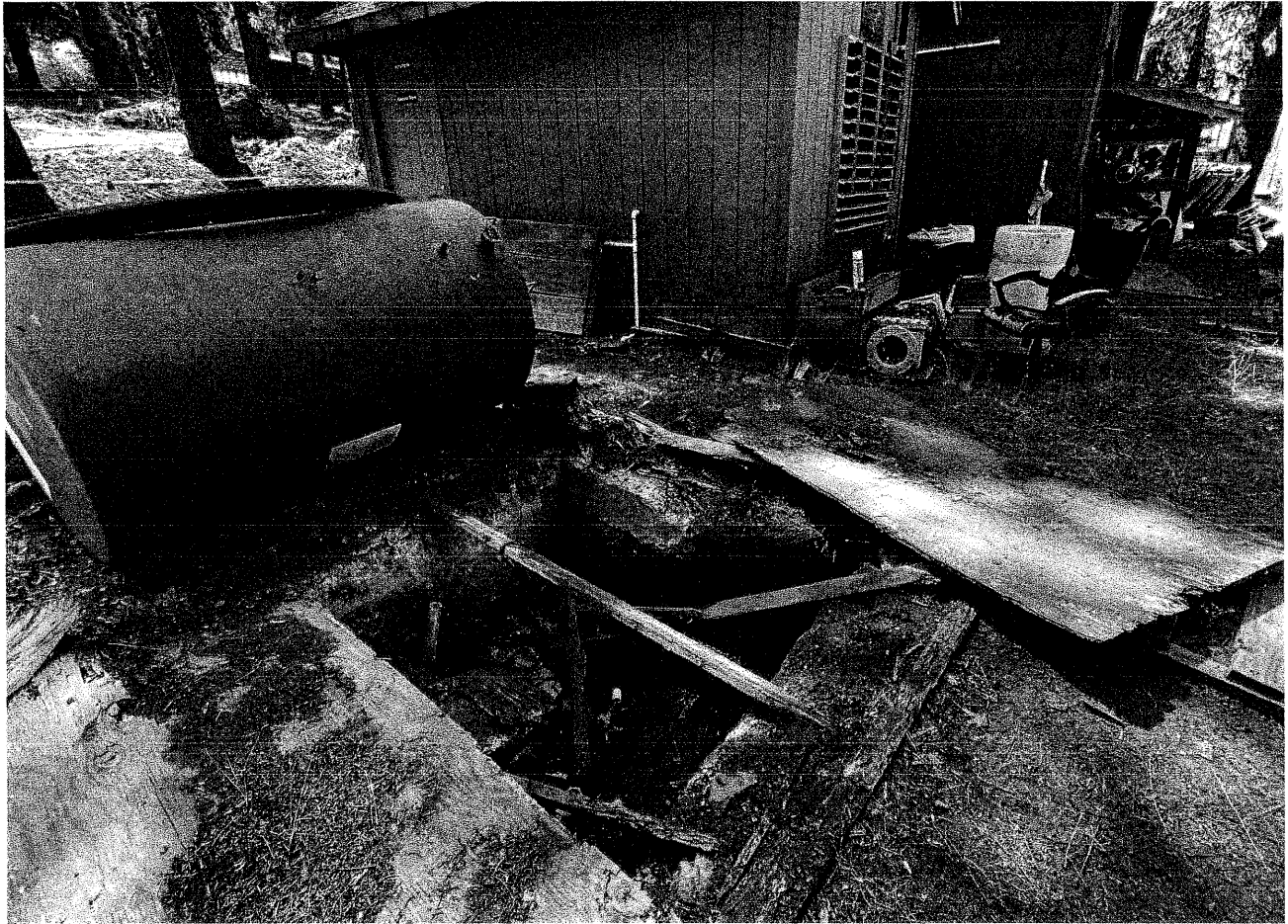
Item	Description	Unit	Duration (d)	\$/Duration	Total
1				\$ -	\$ -
2				\$ -	\$ -
3				\$ -	\$ -
3				\$ -	\$ -
4				\$ -	\$ -
5				\$ -	\$ -
6				\$ -	\$ -
7				\$ -	\$ -
Subtotal				\$ -	\$ -
10% OH/Profit				\$ -	\$ -
Total				\$ -	\$ -

Subcontractor

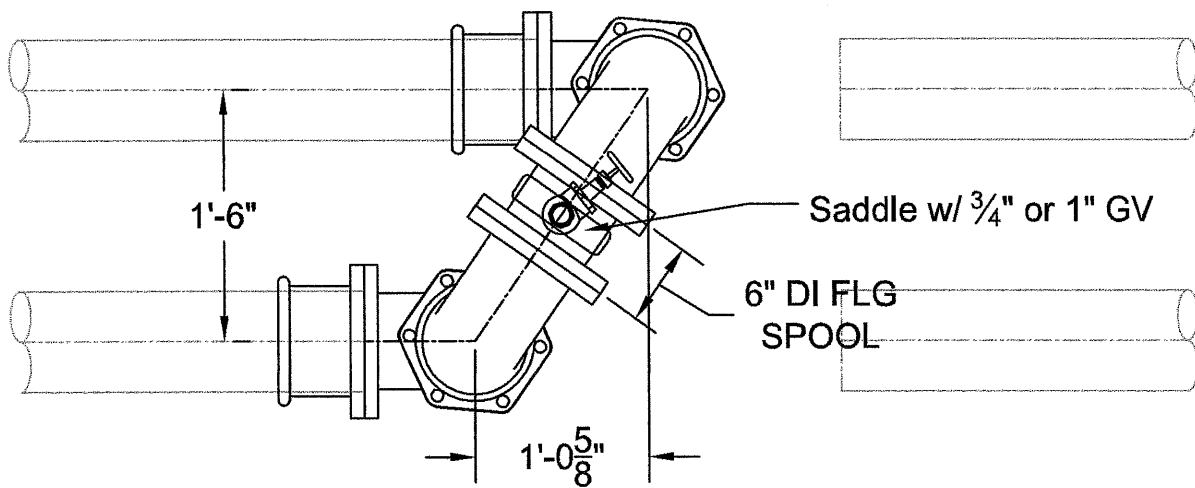
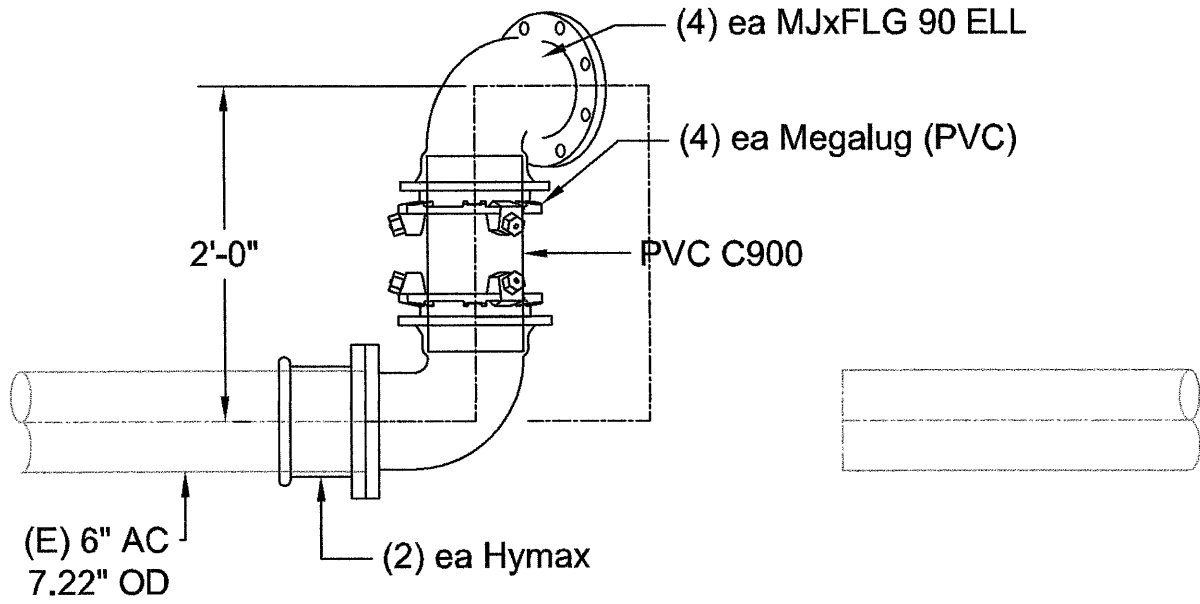
Item	Description	Unit	\$/Unit	Total
1	M3 Construction	1	\$ 9,625.61	\$ 9,625.61
2				
Subtotal				\$ 9,625.61
5% Profit				\$ 481.28
Total				\$ 10,106.89

Change Subtotal:	\$ 10,106.89
Incremental Bond Premium	1.000% \$ 101.07
8.25% Sales Tax	\$ -
Change TOTAL:	\$ 10,207.96

pk 26



PL 27



DWG: M3 CCO-01

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M-3 CONSTRUCTION, INC
Extra Work Spreadsheet

CLEARWELL REPLACEMENT PROJECT

Description: Clean Vault, Remove Existing Piping & Appurtenances, Install & Thrust Block New Piping Assembly Per Dwg M3 CCO-01

LABOR

Date	Employee	Class	Rate	Hours	Burdened Hourly Cost	Extension
	Shawn Sullivan	G3 OPER	ST	16.0	117.16	1,874.57
	Aydan Dickinsen	G3 LAB	ST	16.0	82.29	1,316.67

3,191.24
15% OH&P 478.69
Labor Total 3,669.93

OWNED EQUIPMENT

Date	Description	Qty	Unit	Unit Cost	Extension
	Crew Tool Truck F-350	2.00	Day	336.00	672.00

672.00
15% OH&P 100.80
Equipment Total 772.80

MATERIAL, RENTAL & OTHER DIRECT COST

Date	Description	Qty	Unit	Unit Cost	Extension
	Piping & Appurtenances	1	LS	3,221.98	3,221.98
	Thrust Block Concrete	1	LS	500.00	500.00

3,721.98
15% OH&P 558.30
Material Total 4,280.28

SUBCONTRACT

Date	Description	Qty	Unit	Unit Cost	Extension
	Vac Trailer	1	Day	784.88	784.88

784.88
15% OH&P 117.73
Subcontract Total 902.61

Labor	3,669.93
Equipment	772.80
Material	4,280.28
Subcontract	902.61
Total	\$9,625.61



PACE SUPPLY CORP
 8400 24TH AVE.
 SACRAMENTO CA 95826
 916-379-5131

Quote#	2124401
Quote Date	08/27/24
Page#	1

QUOTATION

M-3 CONST / CLEARWELL REPLACEMENT 34239-06 ** JOB ACCOUNT ** 1501 LONG GATE RD PLYMOUTH CA 95669 Ship To:	Expiration Date	09/26/24	Requested By	
	FOB	ORIGIN	Prepared By	Joe Vanich jvanich@pacesupply.com
	Online Quote	2124401	Salesperson	Joe Vanich jvanich@pacesupply.com
	Job Name	SPOOL AND SADDLE		

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

Ln#	Part Number	Description	Price	Qty	Unit	Extended Price
		>>> SEGMENT: 1 - 1				
1	<u>MCD382661</u>	6 AC OD X 1 IP DBL STRAP BRASS SADDLE AY MCDONALD	220.28	1	EA	220.28
2	<u>DCFSPPOOLFLGFLG606</u>	6 X 0*6" FLG X FLG DI SPOOL AC CL	529.61	1	EA	529.61
3	<u>DCFFLGTYTEFF6</u>	6 FLG-TYTE GASKET FULL FACE SBR	11.48	4	EA	45.92
4	<u>WBLBS6SS6</u>	6 BOLT SET 316SS (8) 3/4 X 3 1/4	47.85	4	EA	191.40
5	<u>DCF90MJFLG6</u>	6 MJ*FLG 90 ELL AC CL	175.17	4	EA	700.68
6	<u>EBAMEGAACCPVC6</u>	6 C900 MEGA LUG ACC SET 2006 PEC EBAA	75.00	4	EA	300.00
7	<u>HYMFA6</u>	6 FLG ADPT 6.42-7.68 OD 874-54-06016312 HYMAX	440.65	2	EA	881.30
8	<u>NIPBR14</u>	1 X 4 BRASS NIPPLE	28.18	1	EA	28.18
9	<u>BLF91</u>	1 LF 90 ELL BRASS	15.23	1	EA	15.23
10	<u>FORFB17004NL</u>	1 MIP X FIP LF BRS CORP BALL STOP FORD	91.58	1	EA	91.58
						3004.18

Subtotal	3004.18
Estimated Sales Tax	217.80
Estimated Freight	
Total	3221.98

AK-30



Grizzly Flats CSD Water Treatment Improvements Project

Caldor, California

Owner

Grizzly Flats Community Services

Contact

Matt Swaney
mswaney@westech-inc.com
(801) 290-1910

Engineer

H2O Engineering Inc.

Miles Snyder
msnyder@westech-inc.com
(515) 268-8553

Representative

Brandon Olson
MISCOwater
Pleasanton, California
bolson@miscowater.com
(925) 225-1900

WESTECH[®]

Proposal Number: 2030220
Tuesday, July 09, 2024

DK31

Tuesday, July 9th, 2024

RE: WesTech Engineering Response to Water Treatment Equipment Pre-Selection and Purchase for the Grizzly Flats WTP

WesTech Engineering, LLC appreciates the opportunity to provide the enclosed firm priced proposal for the Grizzly Flats CSD water treatment plant improvement project. We are fully committed to providing a long-term, high performing solution and project support. We would like to highlight the following benefits of our system for your consideration:

- **Package Plant Experience:** WesTech, headquartered in Salt Lake City, UT, has been designing and supplying packaged water treatment systems like the Tri-Mite® for over 40 years. In total, there are 190 Tri-Mite installations with 328 units in operation, with operational capacities ranging from 50 gpm to 1,400 gpm. When including all of our different package plant systems these numbers jump to over 1,350 installations with more than 2,650 units in operation. Our systems are applied on a wide variety of source waters for all types of industries including municipal drinking water, municipal wastewater, and industrial.
- **Customer Service:** WesTech is committed to our customers by providing long-term services and support. Each employee has a direct phone number and there is also a 24-hour emergency support line. With the help of over 20 qualified field service technicians, we are able to provide emergency support quickly and effectively.
- **Local User's Group:** In partnership with our representatives, we hold our "Trident User's Groups" all over the county. These events bring together Trident and Tri-Mite operators along with our WesTech staff to provide a better understanding of the system, ways to optimize the process, and any new upgrades or enhancements that could be made. This is done through classroom discussions as well as hands-on experience at a local plant. In addition, this event is also a great opportunity for operators to exchange information with each other and discuss best practices.
- **Local Tri-Mite Installations:** We have many Tri-Mite installations in the state of California, providing an excellent opportunity to visit and collaborate with other operators and owners. This includes 36 operating units at a total of 34 different sites.

We would be interested in answering any questions or providing further information regarding our enclosed proposal to ensure we are providing the best possible system for this project. We hope the information provided proves useful when evaluating our proposal, please do not hesitate to contact us with any questions or for further discussion.

Best regards,



Miles Snyder
Applications Engineer, Ames Integrated Products
WesTech Engineering, LLC

WESTECH®

Proposal: 2030220_Final

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Table of Contents

Bid Form

Technical Proposal

Item A – One (1) Tri-Mite® Package Treatment Units, Model TM-175A

Item B – One (1) Additional Tri-Mite® Package Treatment Units, Model TM-175A

Breakout Items

Item A-1 – Field Service Supervision

Item B-1 – Field Service Supervision

Clarifications and Exceptions

Commercial Proposal

Bidder's Contact Information

Pricing

Payment Terms

Schedule

Freight

Warranty

Terms & Conditions

Supplemental Information

Drawings

California Surface Water Treatment Rule

Raw Water Quality Review

WesTech Support Information

Bid Form

1.2 BID FORM/ PROPOSAL

TO: [OWNER]

THE UNDERSIGNED STATES AND DECLARES AS FOLLOWS:

The undersigned Bidder has carefully examined the location of the proposed work and has examined the Contract Documents entitled:

GRIZZLY FLATS CSD WATER TREATMENT IMPROVEMENTS PROJECT
WATER TREATMENT EQUIPMENT PRE-SELECTION AND PURCHASE

The Bidder has read the accompanying Invitation to Bid and Instructions to Bidders; the Bidder hereby proposes to furnish WTM equipment, and to perform all supporting work required, in accordance with the Contract Documents; and the Bidder will take in full payment for such equipment and work the price set forth in the accompanying Base Bid Schedule. The Bidder herewith submits its Base Bid as reflected on the accompanying Base Bid Schedule.

TOTAL BASE BID: \$ 759,362.18

The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and that these representations are made under penalty of perjury under the laws of the State of California.

Executed on JULY 3, 2024 at SLC, UT

BIDDER

Company/firm name Westech Engineering, LLC

Capacity of company or firm, e.g., corporation (include state of incorporation), sole proprietor, partnership LLC

Authorized signature [Handwritten Signature]

Name IAN FIFE

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Title VICE PRESIDENT

Address: 3665 S West temple
SALT LAKE CITY, UT 84115

Phone No.: (801) 265-1000

Fax No.: (801) 265-1080

E-Mail: ifife@westech-inc.com

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1.3 BASE BID SCHEDULE AND TOTAL PRICE

NAME OF BIDDER: WesTech Engineering, LLC

Unit Price Table

Bid Item	Unit	Quantity	Cost
One (1) WTM ¹	Ea.	1	\$399,500.00
Field labor to complete WTM assembly	Ea.	1	N/A
Installation oversight and start up	Ea.	1	\$15,820.00
Taxes, fees, etc.	7.25%		\$30,110.70
Total Cost one (1) WTM			\$445,430.70
Additional (second) WTM ²	Ea.	1	\$284,800.00
Field labor to complete WTM assembly	Ea.	1	N/A
Installation oversight and start up	Ea.	1	\$7,910.00
Taxes, fees, etc.	7.25%		\$21,221.48
Total Cost Second WTM			\$313,931.48
BASE BID (Total Cost for two (2) WTM's)			\$759,362.18

1. Cost of WTM includes treatment unit design, fabrication, programming, factory testing, shipping, service and operation manuals, drawings, and spare parts.
2. WTM's will need to be installed separately to allow existing water treatment plant to remain in service, thus each WTM will require installation and start up assistance independently. Units can be shipped together.

TOTAL PRICE ALL ITEMS: \$759,362.18
\$ [IN FIGURES]

Seven hundred fifty nine thousand three hundred sixty two dollars and eighteen cents
[IN WRITING]

1.4 BID BOND

WHEREAS WE, THE UNDERSIGNED WesTech Engineering, LLC, VENDOR as Principal; and Fidelity and Deposit Company of Maryland, as Surety, are hereby held and bound unto Grizzly Flats Community Services, hereinafter called Owner, in the sum of \$ 10% of Bid Amount which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the following public works improvement project:

**GRIZZLY FLATS CSD WATER TREATMENT IMPROVEMENTS PROJECT
WATER TREATMENT EQUIPMENT PRE-SELECTION AND PURCHASE**

NOW, THEREFORE,

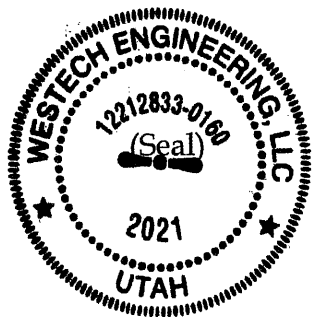
- (a) If the Bid is rejected, or in the alternate,
- (b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 2nd day of July 2024, the name and

corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.



WesTech Engineering, LLC

(VENDOR as Principal)

By: *Jan F. G.*

IAN FIFE

[Name]

VICE PRESIDENT

[Title]

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By: *Rosa E. Rivas*

Rosa E. Rivas

[Name]

Attorney-In-Fact

[Title]

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

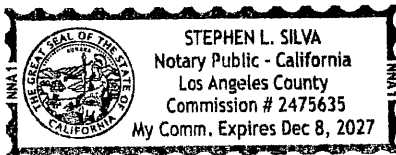
State of California

County of Orange

On 07/02/2024 before me Stephen L. Silva, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

A handwritten signature in black ink, appearing to read 'Stephen L. Silva', written over a horizontal line.

Signature of Notary Public

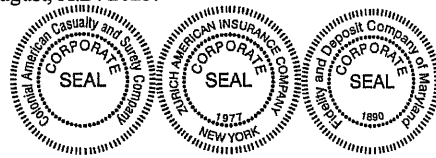
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**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rosa E. RIVAS, Mary Y. VOLMAR, Tracy ASTON, Meghan HANES, Samantha RUSSELL, Vanessa FONG of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of August, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

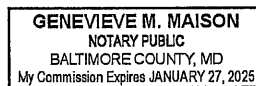
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of July 2024



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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1.5 DESIGNATION OF SUBCONTRACTORS

In compliance with Public Contract Code § 4100 et seq. each bidder shall set forth below the name, license number and business location of each subcontractor who will perform work in excess of one-half of 1% of the VENDOR's total bid and the portion of the work (expressed in dollar amount) that will be performed by each subcontractor. VENDOR shall also provide a description of the type of work to be performed by each subcontractor.

If the VENDOR fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work in excess of one-half of 1% of the VENDOR's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Owner setting forth the facts constituting the emergency or necessity.

Subcontractor (name and location)	Description of Subcontractor Work	Subcontractor License Type and #	Estimated Portion of Work (in \$\$)
N/A	N/A	N/A	N/A
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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1.6 EXPERIENCE QUALIFICATIONS AND REGISTRATION

The Bidder has been engaged in the **water treatment equipment** business, under the present business name for 51 years. Experience in work of a nature similar to that covered in the Bid extends over a period of 37 years.

Manufacturer shall provide documentation of at least five (5) installations and three (3) years of successful operation in California for the WTM model or unit proposed.

The following contracts/installations have been satisfactorily completed and operated for at least three years for the persons, firm or entity indicated: (Bidder may provide additional experience statements).

<u>Year</u>	<u>Owner</u>	<u>Type of Work</u>	<u>Contract Amount</u>
<u>2009</u>	<u>Merced Irrigation District</u>	<u>Two (2) TM-50A Units</u>	<u>\$270,930</u>
<u>2012</u>	<u>Jackson Valley Irrigation District</u>	<u>One (1) TM-175A Unit</u>	<u>\$221,893</u>
<u>2012</u>	<u>Tuolumne Utility District</u>	<u>One (1) TM-350A Unit</u>	<u>\$227,000</u>
<u>2015</u>	<u>Tule River Indian Tribe</u>	<u>Two (2) TM-75A Units</u>	<u>\$320,500</u>
<u>2020</u>	<u>City of Berkely</u>	<u>One (1) TM-50A Unit</u>	<u>\$225,550</u>

WTM factory location: Ames, Iowa

Executed on JULY 3, 2024, at SLC, UT

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER

Westech Engineering LLC (Company/firm name)

[Signature] (Authorized signature)

THE IAN FIFE (Name)

VICE PRESIDENT (Title)

1.7 NON-COLLUSION DECLARATION*

NON-COLLUSION DECLARATION TO BE EXECUTED

BY

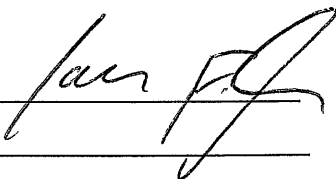
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the VICE PRESIDENT of Westech Engineering, LLC, the party making the foregoing bid for the Grizzly Flats CSD WTP Improvement PROJECT.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/3/24 [date], at SLC [city], UT [state].

By: IAN FIFE 
Title: VICE PRESIDENT

*Note: Public Contracts Code 7106 requires this non-collusion declaration be submitted with a bid for any public works contract of a public entity.

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1.8 CERTIFICATION OF NON-DISCRIMINATION

1. During the performance of this contract, VENDOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. VENDORS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. VENDORS and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. VENDOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This VENDOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT VENDOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

VENDOR OR

SUBCONTRACTOR NAME: WESTECH ENGINEERING, LLC

CERTIFIED BY:

NAME: IAN FEE TITLE: VICE PRESIDENT

SIGNATURE:  DATE: 7/3/24

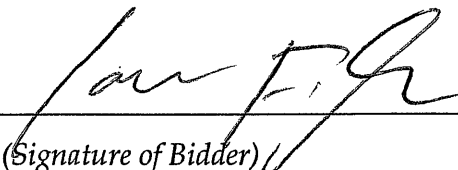
PK 47

1.9 CERTIFICATION OF NON-SEGREGATED FACILITIES

A certification of non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 7/3/24



(Signature of Bidder)

3665 S. WEST TEMPLE
SUITE, UT 84115

Address (including Zip Code)

pk48

1.10 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Name of Company/Entity: Westech Engineering, LLC

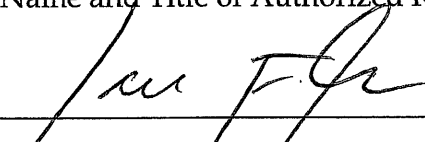
The prospective participant certifies under penalty of perjury to the best of its knowledge and belief that it and its principals and subcontractors:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government entity (Federal, State, or local).
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraphs (a) and (b) of this certification;
- (d) Have no more than one final unappealable finding of contempt of court by a federal court issued against them within the immediately preceding two-year period because of failure to comply with an order of a federal court which orders the **VENDOR** to comply with an order of the National Labor Relations Board;
- (e) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC § 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years, or both.

IAN PIPE VICE PRESIDENT

Name and Title of Authorized Representative (Typed/printed)



7/3/24

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is below.

PK49

[RESERVED FOR EXPLANATION OF INABILITY TO CERTIFY TO SECTION 1.10]

**1.12 APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING
LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. The Contractor, WESTECH ENGINEERING certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Jan Fife

Name and Title of Contractor's Authorized Official

JAN FIFE VICE PRESIDENT

Date: 7/3/24

WESTECH

July 8, 2024

Project: Grizzly Flats- Caldor, CA (2030220)

Subject: Static Mixer and Addendum #1

Static Mixer

The Grizzly Flats project is looking at static mixer options to provide up-front mixing of chemicals, etc. ahead of the proposed Tri-Mite® system. WesTech has reviewed and provided comments related to potential static mixers.

If a static mixer is included for the project, this would not be part of WesTech's scope of supply; provided by others. Therefore, WesTech's firm price would not include any static mixer for the project in association with the Tri-Mite system.

The exclusion of a static mixer from WesTech's scope of supply would be an addition to the list of items called out under the Items Not Furnished by WesTech in the proposal.

Addendum #1

WesTech acknowledges receipt and review of the Addendum #1 calling out the change in bid date to July 11, 2024.

pk53

Technical Proposal

Item A – One (1) Tri-Mite® Package Treatment Units, Model TM-175A

Design Criteria	
Application	Drinking Water Treatment
Design Flow	175 gpm per unit
Project Flow	175 gpm per unit
Number of Units	1
Adsorption Clarifier® Area	17.5 ft ² per unit
Adsorption Clarifier Loading Rate	10 gpm/ft ²
Adsorption Clarifier Water Flush Rate	175 gpm (10 gpm/ft ²)
Adsorption Clarifier Air Flush Rate	90 scfm
Filter Area	35 ft ² per unit
Filter Loading Rate	5 gpm/ft ²
Backwash Method	Air scour with low rate water refill and high rate water backwash
Low Rate Backwash Water Loading Rate	1 - 3 gpm/ft ²
Low Rate Backwash Water Flow Rate	35 - 105 gpm
High Rate Backwash Water Loading Rate*	12 - 15 gpm/ft ²
High Rate Backwash Water Flow Rate*	420 – 525 gpm
Airwash Loading Rate	2.6 scfm/ft ²
Airwash Flow Rate	90 scfm
Backwash Water Source	External backwash supply
Backwash Control	Rate set valve

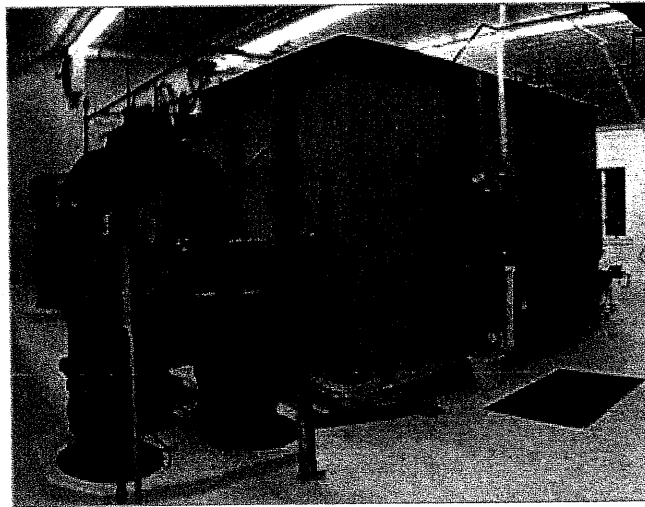
*The design backwash listed is based on a temperature of 25 °C. The actual backwash water rate must be adjusted 2% up or down for each degree Celsius difference above or below from design temperature; i.e., above 25 °C increase by 2%, below 25 °C decrease by 2%.

Features and Benefits

The Tri-Mite® System is factory assembled and combines a variety of chemical treatment solutions. The patented Adsorption Clarifier® and Mixed Media Filter deliver excellent predictable finished water quality. The system includes our low profile direct retention air/water backwash underdrain system. The underdrain system allows for additional filter media or a layer of activated carbon without an increase in tank height. Each system includes the Aquaritol® PLC Program

- Treat water with up to 75 NTU or up to 35 color units.
- Treat water with combined total NTU and color of 75.
- Clarifier runs 6–12 hours.
- Filter runs up to 30 hours.
- Capable of 2 log removal of Crypto and Giardia size particles.
- Up to 3 log removals demonstrated by pilot studies.
- Proprietary design with over 500 installations.
- The clarifier reduces turbidity 75–95% causing settling to be insignificant.

- The Tri-Mite system reduces coagulant usage 5–10% and filter aid polymer usage as much as 60%.
- Tri-Mite installation costs less than that of conventional systems, and actual operational savings range from 10–60%.
- Foot print is up to 60% smaller than that of conventional plants.
- Effluent and backwash pumps are supplied on the factory assembled unit.



Standard Tri-Mite® system depicted. May not entirely reflect unit quoted.

Tankage Scope of Supply

Item	Size
Tank Material	Carbon Steel
Shipping Dimensions	13 ft 9 in Long x 9 ft 9 in Wide x 8 ft 2 in High
Tank Dimensions	11 ft 2 in Long x 6 ft 11 in Wide x 7 ft 6 in High
Shipping Weight	9,200 lbs
Operating Weight	43,000 lbs

Note

- The Tri-Mite is a pre-engineered system consisting of a pretreatment and filtration system contained in a single shippable tank. The Tri-Mite is a factory assembled system as per this scope of supply for installation by others.
- Shipping Dimensions include external components (piping, valves, pumps, blower, instrumentation, control panel). Tank Dimensions do not include waste box.

Tank Connections

Influent	4 in
Filter Effluent	4 in
Filter Backwash Supply	6 in
Waste/Overflow	8 in
Filter-to-Waste	4 in
Adsorption Clarifier Air	2 in
Filter Air	2 in

Adsorption Clarifier Scope of Supply

Feature	Quantity	Notes
Adsorption Clarifier Media	70 ft ³	Media depth is 4 ft. Adsorption Clarifier media is 50/50 R&S & NSF Std. 61 approved.
Clarifier Media Retention	17.5 ft ²	Stainless steel screen mesh under aluminum grating
Collection Trough	1	Rectangular trough running width of AC section
Inlet Distribution	1 Lot	PVC header-lateral pipe system with supports
Air Distribution	1 Lot	PVC header-lateral pipe system with supports

Note

- Components to be shipped factory installed unless otherwise noted.
- Adsorption Clarifier Media and retention screens are shipped separately for field installation by others.

Filter Scope of Supply

Feature	Quantity	Notes
Triton Lateral Underdrain	35 ft ²	PVC scalloped laterals consisting of v-wire screen and perforated channel rods. Direct media retention
Washtrough	1	Rectangular trough running to waste/overflow piping
Air/Water Distribution	1	Distributed through underdrain system

Note

- Components to be shipped factory installed unless otherwise noted.

Filter Media Scope of Supply

Type	Quantity	Depth	Effective Size	U.C.	Packaging
Anthracite	54 ft ³	18 in	1.0-1.1 mm	≤1.7	Bagged and palletized
Silica Sand	28 ft ³	9 in	0.35-0.45 mm	≤1.4	Bagged and palletized
Garnet	16 ft ³	3 in	0.2-0.32 mm	≤1.7	Bagged and palletized

Note

- Media quantities include sufficient volume for skimming and fill material between underdrain laterals.
- Media is shipped separately for field installation by others.

Tri-Mite Control Panel Scope of Supply

Quantity	Number of Units Controlled	Operational Modes
1	2	Manual, Semi-Automatic, Automatic
Feature	Description	Notes
Housing	NEMA 12 – Coated Steel	Mounted on Unit 1
PLC	Allen Bradley CompactLogix	Included
OIT	Allen Bradley PanelView Plus 7	10-in display; graphical representation of all buttons, lights, switches, etc.
UPS	15 minutes	Power supply for the PLC and OIT only
SCADA Interface	Via Ethernet/IP	Included

Note

- Components factory assembled and installed on the tank, unless noted otherwise.
- 120 V AC power to the control panel is to be provided by others.

Power Panel Scope of Supply

Feature	Description	Notes
Number of Panels	1	Mounted on Unit 1
Housing	NEMA 4/12	Painted Steel
Power		460 V, 60 Hz, 3 phase
Motor Starter	Air Scour Blower	1/system
Protectors & Contactors		

Note

- Components factory assembled and installed on the tank, unless noted otherwise.

Air Scour Blower Scope of Supply

Quantity	Volume	Pressure	Type	Motor
1	90 scfm (each)	4.1 psi	Regenerative	4 hp, 460 V, 60 Hz, 3 ph, TEFC
Features				
Air intake filter with dirty filter indicator				
Spring loaded pressure safety relief valve				
Check valve				
Pressure indicator				
Aluminum housing with common steel baseplate				

Note

- Blower manufactured by FPZ.
- Blower used for both clarifier flush and filter backwash, one blower is used for both units.
- Blower factory assembled and installed on the tank.
- Pressure gauge and switch placed in main air supply line at factory.
- Interconnecting piping between units is not included and to be provided by others.

Valves Scope of Supply

Item	Quantity	Size	Type	Operator Type
Common Influent	1	6 in	Butterfly	Electric – Open/Close
Unit Influent	1	4 in	Butterfly	Electric – Open/Close
Backwash Inlet	1	6 in	Butterfly	Electric – Open/Close
Effluent	1	4 in	Butterfly	Electric – Modulating
Filter to Waste	1	4 in	Butterfly	Electric – Modulating
AC Air Scour	1	2 in	Butterfly	Electric – Open/Close
Filter Air Scour	1	2 in	Butterfly	Electric – Open/Close
Waste	1	8 in	Butterfly	Electric – Open/Close
Influent Rate Set	1	4 in	Butterfly	Manual – Handwheel
Backwash Rate Control	1	6 in	Butterfly	Manual – Handwheel
AC Air Check	1	2 in	Check	None
Filter Air Check	1	2 in	Check	None
Influent Check	1	4 in	Check	None

Note

- Valves factory assembled and installed on the tank, unless noted otherwise.
- Common influent valve shipped loose for field installation by others.
- All butterfly valves are Bray wafer style with cast iron body, nylon coated disc, EPDM seat and shaft seal.
- Automatic butterfly valves have 120 V, 60 Hz electric actuators with NEMA 4 enclosure manufactured by Bray.

Instrumentation Scope of Supply

Description	Quantity	Type	Output Signal	Notes
Filter Liquid Level Transmitter	1	Radar	4–20 mA	Endress + Hauser w/ Mounting Bracket
Clarifier Pressure Transmitter	1	Transmitter assembly with digital display	4-20 mA	Rosemount
Clarifier Pressure Transmitter	1	Transmitter assembly with digital display	4-20 mA	Rosemount
Air Scour Blower Pressure Switch	1	4 ½ in, 0–10 psi	Discrete	Ashcroft
Effluent Turbidimeter	1	TU5300 sc	To SC-4500	HACH, with communication cables and sample pump
Instrument Controller	1	SC-4500	4–20 mA	HACH
Maintenance Kit	1	Maintenance tools	N/A	HACH
Chlorine Analyzer	1	CL17sc	To SC-4500	HACH
Streaming Current Monitor	1	HA2-DT4	4-20 mA	Chemtrac

Note

- Components factory assembled and installed on the tank, unless noted otherwise.
- The filter liquid level transmitter and bracket will be shipped loose for installation by others.
- Streaming current monitor and chlorine analyzer shipped loose for field installation by others.

Surface Preparation and Painting Scope of Supply

Location	Notes
Tank Interior	Surface Preparation – Per paint manufacturer recommendations Prime Coat – One coat of Tnemec Series 21-1255 (Beige) Epoxoline primer Stripe Coat – One coat of Tnemec Series 21-WH16 (Off-White) Epoxoline Finish Coat – One coat of Tnemec Series 21-WH16 (Off-White) Epoxoline finish
Tank Exterior	Surface Preparation – Per paint manufacturer recommendations Prime Coat – One coat of Tnemec Series 21-1255 (Beige) Epoxoline primer Finish Coat – One coat of Tnemec Series 73-B5712 (WesTech Blue) Epoxoline finish paint
Tank Bottom	Tank is unpainted on bottom exterior surface and designed for installation on coal tar or asphaltic type base mastic compound applied to concrete base pad by others.

Breakout Item

Item A-1 – Field Service Supervision

WesTech Trips to the Site		
Total Trips	Total Days	Includes
2	6	Installation inspection of major Tri-Mite components, observation of filter media installation, startup, and instruction of plant personnel

Item B – One (1) Additional Tri-Mite® Package Treatment Unit, Model TM-175A

Design Criteria	
Application	Drinking Water Treatment
Design Flow	175 gpm per unit
Project Flow	175 gpm per unit
Number of Units	1
Adsorption Clarifier® Area	17.5 ft ² per unit
Adsorption Clarifier Loading Rate	10 gpm/ft ²
Adsorption Clarifier Water Flush Rate	175 gpm (10 gpm/ft ²)
Adsorption Clarifier Air Flush Rate	90 scfm
Filter Area	35 ft ² per unit
Filter Loading Rate	5 gpm/ft ²
Backwash Method	Air scour with low rate water refill and high rate water backwash
Low Rate Backwash Water Loading Rate	1 - 3 gpm/ft ²
Low Rate Backwash Water Flow Rate	35 - 105 gpm
High Rate Backwash Water Loading Rate*	12 - 15 gpm/ft ²
High Rate Backwash Water Flow Rate*	420 – 525 gpm
Airwash Loading Rate	2.6 scfm/ft ²
Airwash Flow Rate	90 scfm
Backwash Water Source	External backwash supply
Backwash Control	Rate set valve

Tankage Scope of Supply	
Item	Size
Tank Material	Carbon Steel
Shipping Dimensions	13 ft 9 in Long x 9 ft 9 in Wide x 8 ft 2 in High
Tank Dimensions	11 ft 2 in Long x 6 ft 11 in Wide x 7 ft 6 in High
Shipping Weight	9,200 lbs
Operating Weight	43,000 lbs

Note

- The Tri-Mite is a pre-engineered system consisting of a pretreatment and filtration system contained in a single shippable tank. The Tri-Mite is a factory assembled system as per this scope of supply for installation by others.
- Shipping Dimensions include external components (piping, valves, pumps, blower, instrumentation, control panel). Tank Dimensions do not include waste box.

Tank Connections

Influent	4 in
Filter Effluent	4 in
Filter Backwash Supply	6 in
Waste/Overflow	8 in
Filter-to-Waste	4 in
Adsorption Clarifier Air	2 in
Filter Air	2 in

Adsorption Clarifier Scope of Supply

Feature	Quantity	Notes
Adsorption Clarifier Media	70 ft ³	Media depth is 4 ft. Adsorption Clarifier media is 50/50 R&S & NSF Std. 61 approved.
Clarifier Media Retention	17.5 ft ²	Stainless steel screen mesh under aluminum grating
Collection Trough	1	Rectangular trough running width of AC section
Inlet Distribution	1 Lot	PVC header-lateral pipe system with supports
Air Distribution	1 Lot	PVC header-lateral pipe system with supports

Note

- Components to be shipped factory installed unless otherwise noted.
- Adsorption Clarifier Media and retention screens are shipped separately for field installation by others.

Filter Scope of Supply

Feature	Quantity	Notes
Triton Lateral Underdrain	35 ft ²	PVC scalloped laterals consisting of v-wire screen and perforated channel rods. Direct media retention
Washtrough	1	Rectangular trough running to waste/overflow piping
Air/Water Distribution	1	Distributed through underdrain system

Note

- Components to be shipped factory installed unless otherwise noted.

Filter Media Scope of Supply

Type	Quantity	Depth	Effective Size	U.C.	Packaging
Anthracite	54 ft ³	18 in	1.0-1.1 mm	≤1.7	Bagged and palletized
Silica Sand	28 ft ³	9 in	0.35-0.45 mm	≤1.4	Bagged and palletized
Garnet	16 ft ³	3 in	0.2-0.32 mm	≤1.7	Bagged and palletized

Note

- Media quantities include sufficient volume for skimming and fill material between underdrain laterals.
- Media is shipped separately for field installation by others.

Junction Panel Scope of Supply

Feature	Description	Notes
Number of Panels	1	Mounted on Unit 2
Housing	NEMA 4/12	Painted Steel
Terminal Blocks		To be connected to Tri-Mite control panel

Note

- Junction panel factory assembled and installed on the tank, unless noted otherwise.

Valves Scope of Supply

Item	Quantity	Size	Type	Operator Type
Unit Influent	1	4 in	Butterfly	Electric – Open/Close
Backwash Inlet	1	6 in	Butterfly	Electric – Open/Close
Effluent	1	4 in	Butterfly	Electric – Modulating
Filter to Waste	1	4 in	Butterfly	Electric – Modulating
AC Air Scour	1	2 in	Butterfly	Electric – Open/Close
Filter Air Scour	1	2 in	Butterfly	Electric – Open/Close
Waste	1	8 in	Butterfly	Electric – Open/Close
Influent Rate Set	1	4 in	Butterfly	Manual – Handwheel
Backwash Rate Control	1	6 in	Butterfly	Manual – Handwheel
AC Air Check	1	2 in	Check	None
Filter Air Check	1	2 in	Check	None
Influent Check	1	4 in	Check	None

Note

- Valves factory assembled and installed on the tank, unless noted otherwise.
- All butterfly valves are Bray wafer style with cast iron body, nylon coated disc, EPDM seat and shaft seal.
- Automatic butterfly valves have 120 V, 60 Hz electric actuators with NEMA 4 enclosure manufactured by Bray.

Instrumentation Scope of Supply

Description	Quantity	Type	Output Signal	Notes
Filter Liquid Level Transmitter	1	Radar	4–20 mA	Endress + Hauser w/ Mounting Bracket
Clarifier Pressure Transmitter	1	Transmitter assembly with digital display	4–20 mA	Rosemount
Clarifier Pressure Transmitter	1	Transmitter assembly with digital display	4–20 mA	Rosemount
Air Scour Blower Pressure Switch	1	4 ½ in, 0–10 psi	Discrete	Ashcroft
Effluent Turbidimeter	1	TU5300 sc	To SC-4500	HACH, with communication cables and sample pump
Instrument Controller	1	SC-4500	4–20 mA	HACH

Note

- Components factory assembled and installed on the tank, unless noted otherwise.
- The filter liquid level transmitter and bracket will be shipped loose for installation by others.

Surface Preparation and Painting Scope of Supply

Location	Notes
Tank Interior	Surface Preparation – Per paint manufacturer recommendations Prime Coat – One coat of Tnemec Series 21-1255 (Beige) Epoxoline primer Stripe Coat – One coat of Tnemec Series 21-WH16 (Off-White) Epoxoline Finish Coat – One coat of Tnemec Series 21-WH16 (Off-White) Epoxoline finish
Tank Exterior	Surface Preparation – Per paint manufacturer recommendations Prime Coat – One coat of Tnemec Series 21-1255 (Beige) Epoxoline primer Finish Coat – One coat of Tnemec Series 73-B5712 (WesTech Blue) Epoxoline finish paint
Tank Bottom	Tank is unpainted on bottom exterior surface and designed for installation on coal tar or asphaltic type base mastic compound applied to concrete base pad by others.

Breakout Item

Item B-1 – Field Service Supervision

WesTech Trips to the Site

Total Trips	Total Days	Includes
1	3	Installation inspection of major Tri-Mite components, observation of filter media installation, startup, and instruction of plant personnel

Note: any item not listed above to be furnished by others.

Clarifications and Exceptions

General Clarifications

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

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

Escalation: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

Build America, Buy America Act (BABAA) and Other Domestic Content Requirements: WesTech is U.S. based and proudly manufactures many products available to meet various domestic procurement requirements. Due to variability in legislation, products, and project-based specifications, WesTech is unable to guarantee compliance with domestic content requirements unless stated otherwise in our official project proposal. For products where domestic sourcing is not currently available, WesTech can provide documentation to support application for relevant waivers (Non-Availability, De Minimis, or others).

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

Tri-Mite Clarifications

- WesTech has reviewed the water quality provided for this bid and recommends the proposed system to meet the requirements laid forth within the bid documents.
- No on-site labor to complete installation of the provided equipment is included within this proposal. This is to be completed by the installing contractor, not by WesTech.
- The requirement for all materials, components, and equipment needing to be NSF 61 certified is not possible. The only items included within the proposal that are NSF 61 certified include the paint and media proposed.

- WesTech is assuming a sales tax of 7.25% is acceptable at time of bid. If tax rate should change at the time of invoicing, the applicable tax rate at that time will be used.
- The Tri-Mite® System is a factory assembled with all components factory assembled on the tank, unless noted otherwise in the above scope of supply.
- The general arrangement drawings providing within this proposal are not project specific, final equipment provided may differ from what is shown.
- All interconnecting piping required for operation going to and between units is not included within this proposal, to be provided by others.
- Due to the project configuration for gravity discharge from the Tri-Mite system, the standard unit effluent pump would be removed, and the effluent piping required to be reconfigured. Field installation of the effluent piping to the tank flange connection would be required, along with effluent & filter-to-waste valves. The standard 4" modulating valves for the TM-175A unit are recommended to ensure proper flow control.
- A Hayward Gordon Dynamic Inline mixer has been proposed by the engineer for the project. Review of the hydraulic characteristics of the inline mixer needs to be reviewed to determine if it is a viable option. The main factor with the use of this inline mixer would be having enough influent head to account for the headloss of the static mixer to ensure the proper flow and pressure gets to the Tri-Mite system for proper operation.
- Availability of equipment components specified may dictate substitutions of equal quality at the discretion of WesTech Engineering, Inc.
- All hardware is crated and shipped to the jobsite for assembly by the contractor.
- The filter is periodically backwashed (using treated water). The Adsorption Clarifier is normally washed (using influent water) one or more times between filter backwashes. The waste holding system should be sized to handle a total of two complete flush/wash volumes from each compartment.
- The influent pumping system should provide a range of 25–35 feet of head at the tank inlet connection.
- Our effluent requirements are approximately 10 feet TDH. Our backwash requirements are approximately 20 feet TDH.

Items Not Furnished by WesTech

- Unloading of equipment from delivering carrier, protected storage of equipment, installation, supervision of installation
- All underground and interconnecting piping, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, sampling lines and sinks, small pressure water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters (not specifically listed)
- Interconnection wiring and conduit.
- Walkways, handrails, stairways and ladders
- Cathodic protection systems
- All chemical feeders (not specifically listed), feed lines, chemicals, tanks (not specifically listed), labor and procedures for the disinfection of equipment, laboratory test equipment.
- Structural design, supply and installation of concrete pads, foundations, rebar, anchors, concrete, grout, sealant, and sumps

- Motor control center, motor starters (not specifically listed), disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, level controls, turbidity monitoring equipment (not specifically listed), supports for control.
- SCADA system
- All pumps (not specifically listed), operating and start-up lubricants.
- Any equipment and service not listed in this proposal.

Exceptions

Not applicable

Commercial Proposal

Proposal Name: Grizzly Flats CSD Water Treatment Improvements Project

Proposal Number: 2030220

Tuesday, July 09, 2024

1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Matt Swaney
Phone	(801) 265-1000
Email	mswaney@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Firm Pricing

Currency: USD

Scope of Supply

A	One (1) Tri-Mite® Package Treatment Unit, Model TM-175A
B	One (1) Additional Tri-Mite® Package Treatment Unit, Model TM-175A

Breakout Items

A-1	Field Service Supervision
B-1	Field Service Supervision

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)

Not Included

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

Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope) \$1,350

Pricing does not include field service unless noted in scope of supply, but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request for details.

3. Payment Terms

Purchase Order Acceptance and Contract Execution	10%
Submittals Provided by WesTech	15%
Release for Fabrication	35%
Notification of Ready to Ship	40%

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

4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	10 to 12 weeks
Ready to Ship, after Receipt of Final Submittal Approval	22 to 24 weeks
Estimated Weeks to Ready to Ship	32 to 36 weeks*

*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval. Due to supply chain disruptions and volatility, delivery schedule is a best estimate only and may be improved or hampered based on date of contract execution, scope selection, and materials availability.

5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
From	Final Destination	Number of Trucks or Containers
WesTech Shops	Grizzly Flats CSD, CA	TBD

WESTECH®

Proposal: 2030220_Final

PK167

One-Year Warranty

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

Subject to the terms below, WesTech warrants all new equipment manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, one calendar year immediately following start-up, or eighteen (18) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear or consumables. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- a) has been dismantled, modified, repaired or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- b) has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- c) has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- d) has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

WESTECH®

Proposal: 2030220_Final

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Terms & Conditions

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

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

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

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

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

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

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

7. ESCALATION: If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-

party index, and in both cases without any additional profit or margin being added.

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

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

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

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

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

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

12. TITLE: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

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

to, builders risk insurance on the equipment against any loss of any nature whatsoever.

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

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

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

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

15. WARRANTY: WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

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

at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

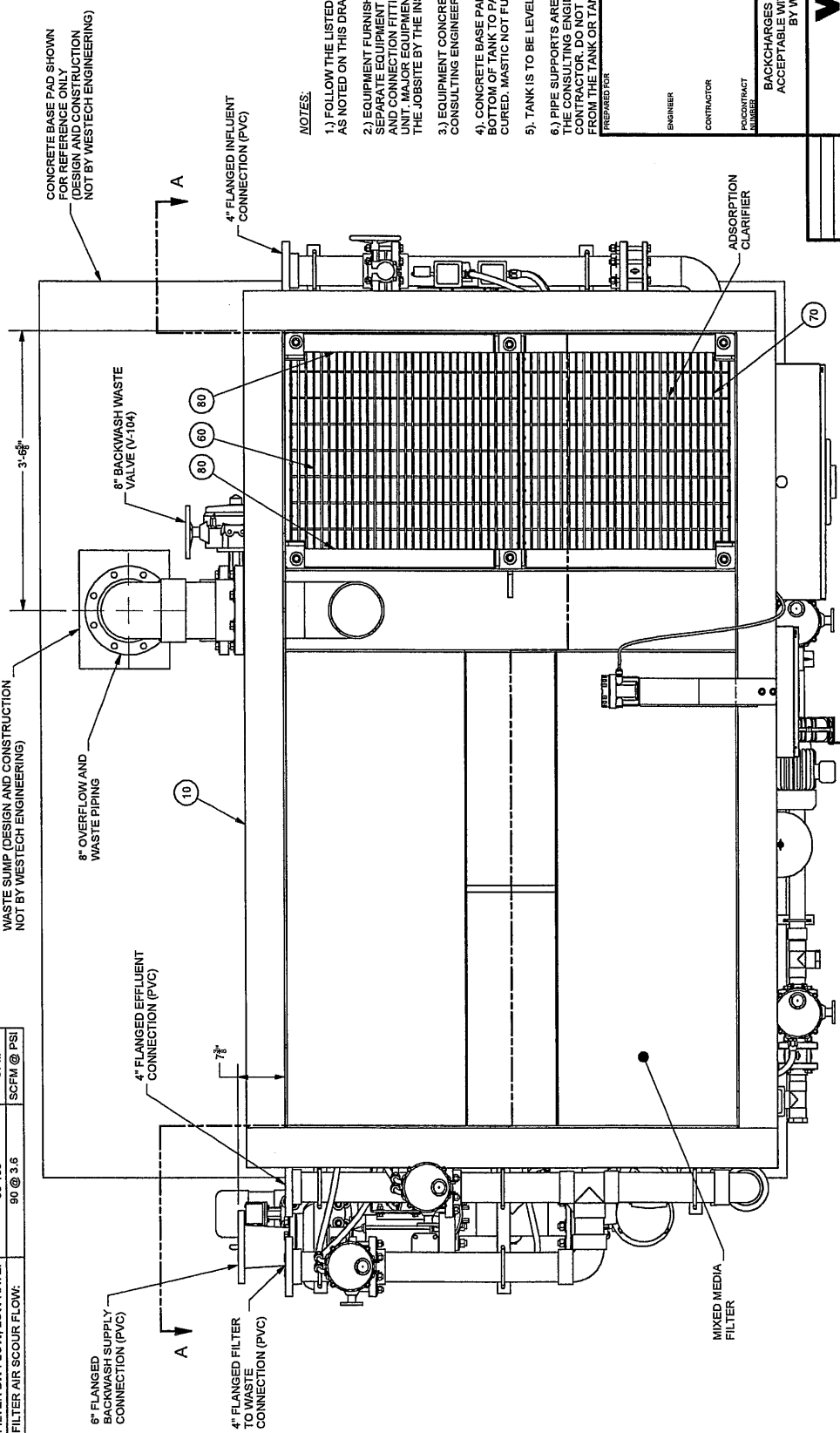
Date: _____

Supplemental Information

Drawings
California Surface Water Treatment Rule
Raw Water Quality Review
WesTech Support Information

TRI-MITE® PROCESS DESIGN INFORMATION

DESIGN FLOW:	GPM
CLARIFIER LOADING RATE:	175 GPM/SQ FT
CLARIFIER AIR SCOUR FLOW:	10 SCFM @ PSI
FILTER LOADING RATE:	90 @ 3.6 SCFM @ PSI
FILTER BW FLOW, HIGH RATE:	5 GPM/SQ FT
FILTER BW FLOW, LOW RATE:	825 @ 60 GPM @ *F
FILTER AIR SCOUR FLOW:	35-105 GPM
	90 @ 3.6 SCFM @ PSI



- NOTES:**
- 1.) FOLLOW THE LISTED WESTECH REFERENCE DOCUMENTS EXCEPT AS NOTED ON THIS DRAWING.
 - 2.) EQUIPMENT FURNISHED BY WESTECH IS DESCRIBED IN A SEPARATE EQUIPMENT LIST. ADDITIONAL PIPING, PIPE SUPPORTS, AND CONNECTION FITTINGS ARE NOT INCLUDED WITH STANDARD UNIT. MAJOR EQUIPMENT AND COMPONENTS TO BE INSTALLED AT THE JOBSITE BY THE INSTALLING CONTRACTOR.
 - 3.) EQUIPMENT CONCRETE DESIGN IS THE RESPONSIBILITY OF THE CONSULTING ENGINEER.
 - 4.) CONCRETE BASE PAD TO BE COATED WITH MASTIC TO SEAL BOTTOM OF TANK TO PAD. PLACE TANK ONTO MASTIC BEFORE IT HAS CURED. MASTIC NOT FURNISHED BY WESTECH ENGINEERING.
 - 5.) TANK IS TO BE LEVELLED ± 1/16" WHEN INSTALLED.
 - 6.) PIPE SUPPORTS ARE NOT SHOWN. SUPPORTS TO BE DESIGNED BY THE CONSULTING ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLING CONTRACTOR. DO NOT SUPPORT PIPING OR OTHER STRUCTURES FROM THE TANK OR TANK PROJECTIONS.

PREPARED FOR:
 ENGINEER:
 CONTRACTOR:
 PO/CONTRACT NUMBER:

BACKCHARGES FOR FIELDWORK OF ANY KIND ARE NOT ACCEPTABLE WITHOUT PRIOR WRITTEN AUTHORIZATION BY WESTECH ENGINEERING, INC.



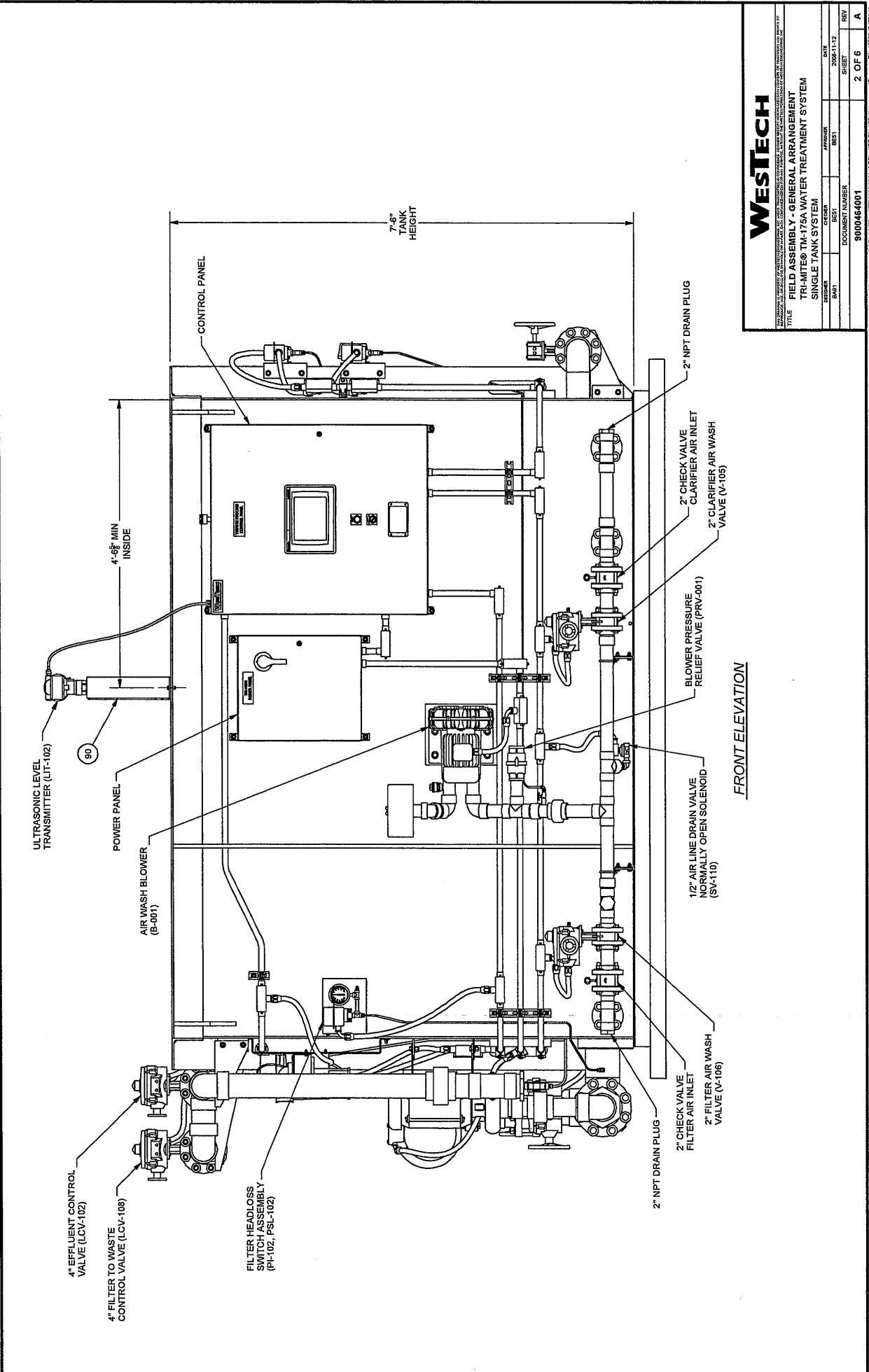
TITLE: FIELD ASSEMBLY - GENERAL ARRANGEMENT
 TRI-MITE® TM-175A WATER TREATMENT SYSTEM
 SINGLE TANK SYSTEM

DESIGNER	CHECKED	REVISION	DATE
			2008-11-12
DOCUMENT NUMBER		SHEET	
9000464001		1 OF 6	
REV		REV	
A		A	

REV	DESCRIPTION	DATE	DESIGNER	APPROVER
A	REVISED EFFLUENT FLOW METERS	2010/07/18	ECN	DESIGNER

PLAN

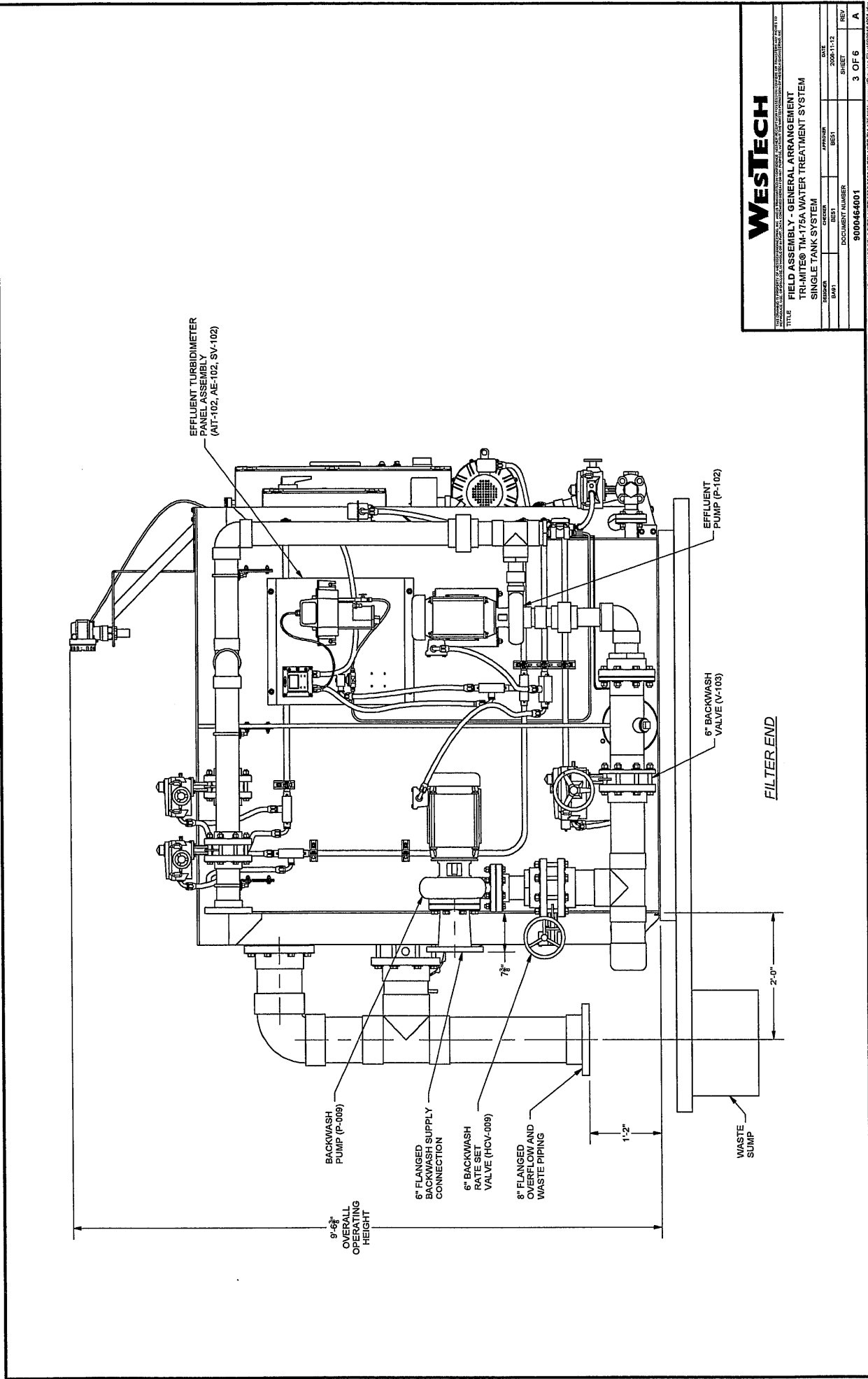
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WESTECH	
FIELD ASSEMBLY - GENERAL ARRANGEMENT TRI-MITE® TM-175A WATER TREATMENT SYSTEM SINGLE TANK SYSTEM	
DATE	2008-11-12
CHECKED	BEST
APPROVED	BEST
DOCUMENT NUMBER	9000464001
SHEET	2 OF 6
REV	A

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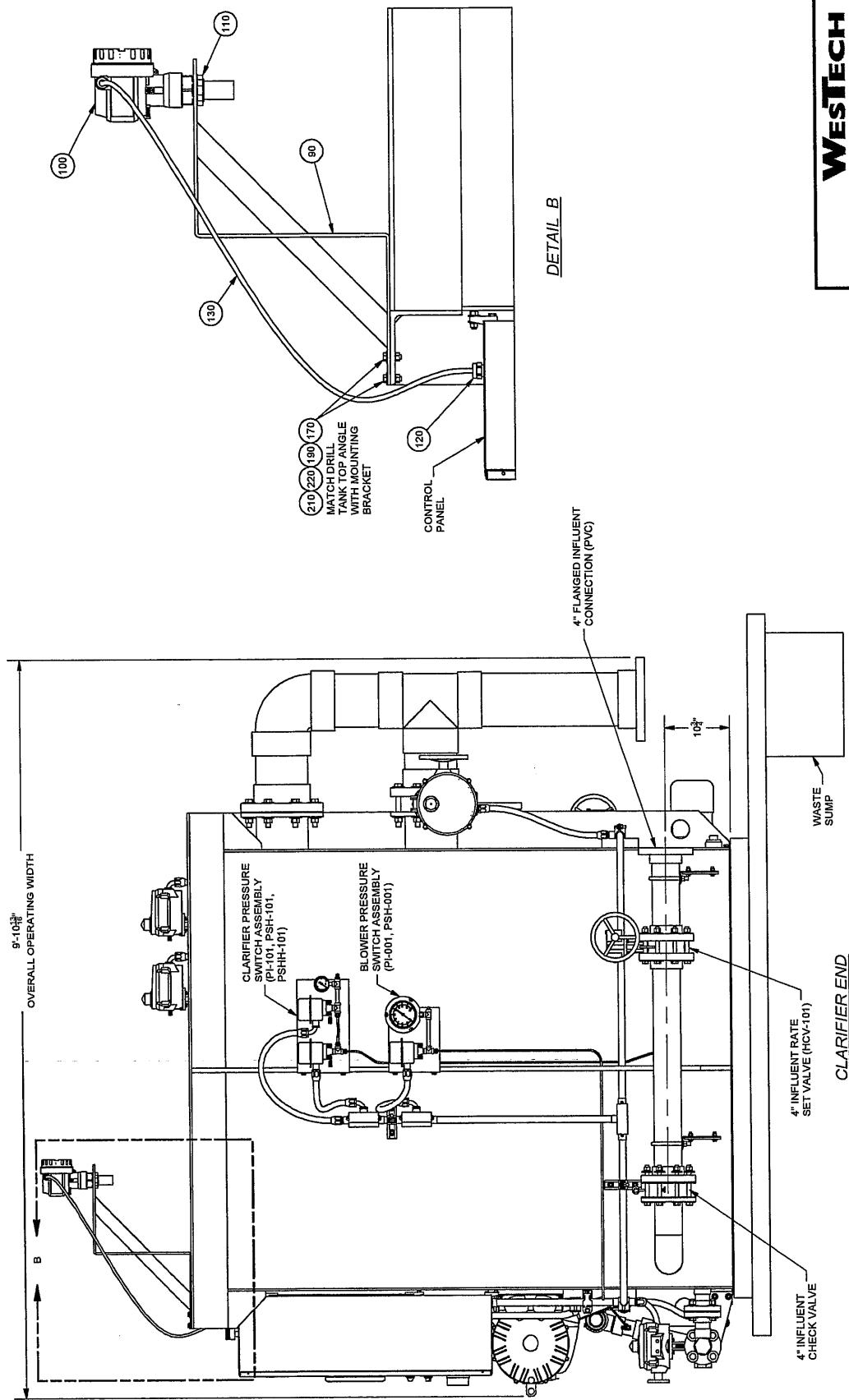
WESTECH

FIELD ASSEMBLY - GENERAL ARRANGEMENT
 TRI-MITE® TM-175A WATER TREATMENT SYSTEM
 SINGLE TANK SYSTEM

DESIGNER	CHECKER	APPROVER	DATE
9/91	BEST	BEST	2008-11-12
SHEET	DOCUMENT NUMBER		
3 OF 6	9000464001		
REV			
A			

Checked by: [Name] Standard Product: MCRFCLOCITRIMITE® TM-175A Water Treatment System Field Assembly Drawing File: 9000464001.dwg

PK 75



9'-10 3/4"
OVERALL OPERATING WIDTH

B

CLARIFIER PRESSURE
SWITCH ASSEMBLY
(PH-101, PSH-101,
PSHH-101)

BLOWER PRESSURE
SWITCH ASSEMBLY
(PH-001, PSH-001)

4" FLANGED INFLUENT
CONNECTION (PVC)

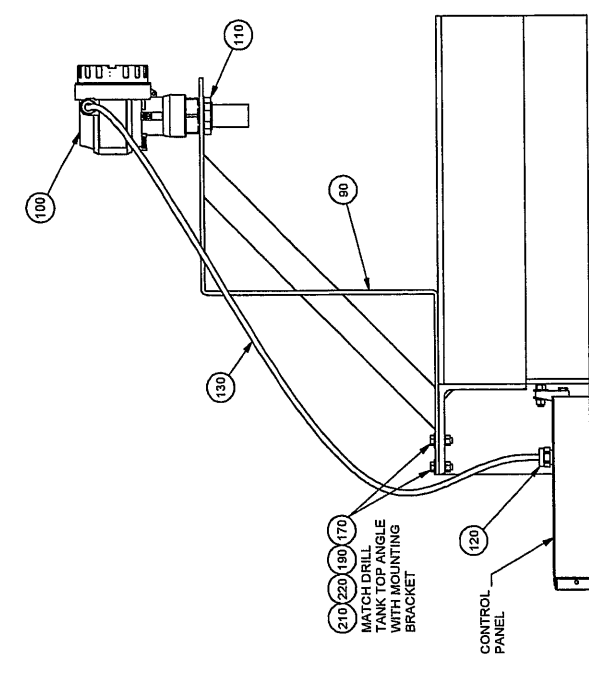
4" INFLUENT RATE
SET VALVE (HCV-101)

4" INFLUENT
CHECK VALVE

CLARIFIER END

WASTE
SUMP

DETAIL B



210 220 190 170
MATCH DRILL
TANK TOP ANGLE
IRON MOUNTING
BRACKET

CONTROL
PANEL

80

100

110

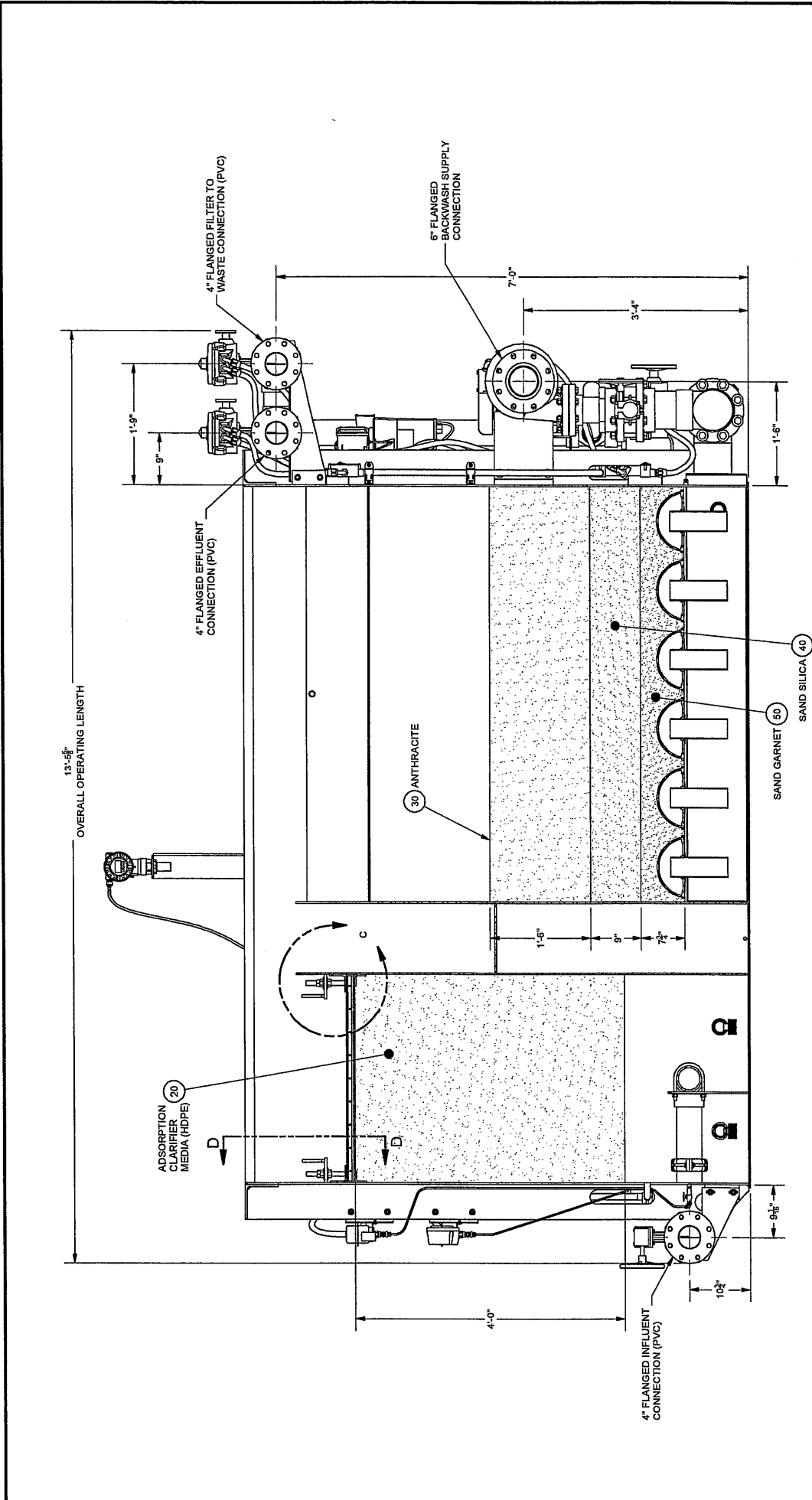
WESTECH

WESTECH, INC. 175A WALKERSVILLE PIKE, WALKERSVILLE, OHIO 43081-9090 TEL: 614-885-9900 FAX: 614-885-9901

TITLE		DATE	
FIELD ASSEMBLY - GENERAL ARRANGEMENT		DESIGN	11-12
TRI-MITE® TM-175A WATER TREATMENT SYSTEM		CHECK	BEST
SINGLE TANK SYSTEM		APPROVE	BEST
DOCUMENT NUMBER		REV	
9000464001		4 OF 6	
		A	

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pk 76

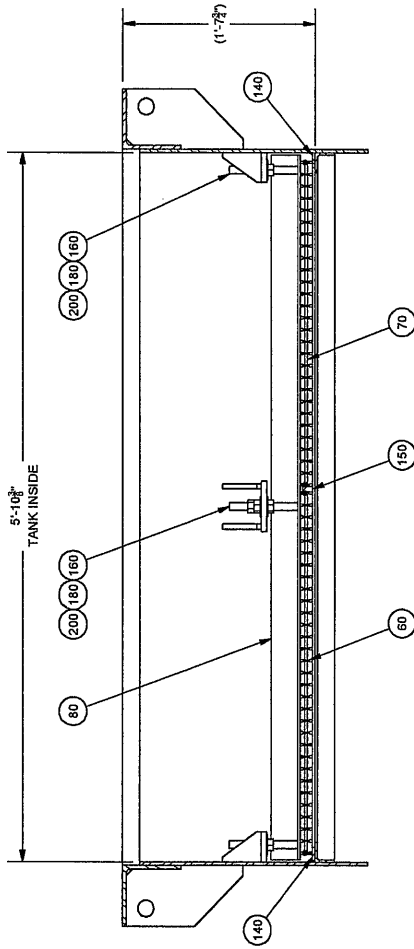


WESTECH FIELD ASSEMBLY - GENERAL ARRANGEMENT TRI-MITE® TM-175A WATER TREATMENT SYSTEM SINGLE TANK SYSTEM		CHECKER	DATE
		DESIGNER	2008-11-12
CUSTOMER PROJECT NUMBER DRAWING NUMBER DOCUMENT NUMBER 9000464001		APPROVER	SHEET
DATE 2008-11-12		REV	5 OF 6
TITLE FIELD ASSEMBLY - GENERAL ARRANGEMENT TRI-MITE® TM-175A WATER TREATMENT SYSTEM SINGLE TANK SYSTEM		REV	A

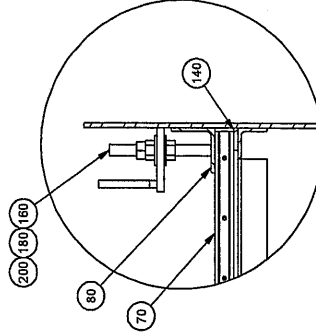
SECTION A-A
 CLARIFIER MEDIA SHOWN
 IN FLOATING POSITION

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 9/24/08 10:54 AM
 PK77

BILL OF MATERIAL							
PIECE	UNIT QTY	PART NO	DESCRIPTION	MATERIAL	LENGTH	WIDTH	TOTAL WT. LB
10	1	900464018	TANK A ASSEMBLY W/ CONDUIT	STL			8775.6
20	71	2-6892	MEDIA, AC, 5050 VIRGINIR&S (M15107M5110), NSF APP	HOPE 50M/RPM			2627.0
30	54	2-4804	ANTHRACITE, 1.0-1.1 MM EFF SIZE, 1.7 MAX LC, MS-4	ANTHRACITE			2862.0
40	28	2-3088	SAND, SILICA, 0.35-0.45 MM EFF SIZE, 1.4 LC MAX	SAND SIL			2800.0
50	16	2-5953	SAND, GRNT, 0.20-0.32MM EFF SIZE, 1.7UC MAX, MS-21	SAND GAR			1952.0
60	1	1-31301	GRATING, AC MEDIA RETAINER A, TM-175A	AL/SSST			24.2
70	1	1-31302	GRATING, AC MEDIA RETAINER B, TM-175A	AL/SSST			21.8
80	2	1-31311	1.313 X 0.25 X 6.6175	304			50.6
90	1	1-9789	BRACKET, LEVEL TRANSMITTER, 2 DIA HOLE	304			15.0
100	1	2-9786	TRANSMITTER, LEVEL, ULTRASONIC, 1.5"SNPT W/IO NUT	AL			5.5
110	1	2-19202	NUT, LOCK, 1.5-11.5"SNPT	NYL			0.0
120	1	2-11267	GRIP, CORD, STRAIGHT, 0.5 HUD, 0.125-0.375 CORD	AL, 6061			0.1
130	1	2-16419	PORTABLE CORD, SVT, 300 VOLT, 18 GA, 3 CONDUCTORS, 3000 LG	RBR	35		0.1
140	2	2-8018	GASKET, STRIP, 0.25 THK X 1.5 WIDE, 1 SIDE(S) SKIN	NBRN	120		2.6
150	1	2-8022	GASKET, STRIP, 0.5 THK X 1.0 WIDE, 1 SIDE(S) SKINN	NBRN	35		0.6
160	6	2-7853	STUD, FULL THD, 0.75-10UNC X 7	304			5.4
170	2	2-6854	CAP SCR, HEX, 0.375-16UNC X 1.25	304			2.1
180	18	2-5955	NUT, HEX, 0.75-10UNC	304			2.1
190	2	2-5987	NUT, HEX, 0.375-16UNC	304			0.0
200	12	2-5407	WSHR, FLAT, LARGE OD, 0.75	304			1.3
210	4	2-5404	WSHR, FLAT, LARGE OD, 0.375	304			0.1
220	2	2-5433	WSHR, LOCK, MDM SPLIT, 0.375	304			0.0



SECTION D-D



DETAIL C

WESTECH

TITLE FIELD ASSEMBLY - GENERAL ARRANGEMENT
TRI-MITE® TM-175A WATER TREATMENT SYSTEM
SINGLE TANK SYSTEM

DATE	2008-11-12
DESIGNER	WEST
CHECKER	WEST
APPROVER	WEST
PROJECT NUMBER	9000464001
SHEET	6 OF 6
REV	A

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8278

**California Surface Water Treatment Rule
Alternative Filtration Technology Summary – CCF/Pressure Filters/Bag and Cartridge Filters
SWRCB-DDW Water Treatment Committee – June 2018**

Manufacturer	Current Contact Information	Model or Product Designation	Clarifier Type	Pathogen log ₁₀ Removal Credit			Clarifier / Filter Loading Rate (gpm/ft ²)
				Virus	Giardia	Cryptosporidium	
Contact Clarification/Filtration Systems							
BWS, Inc. Municipal Water Group (formerly American Water Technology, Inc.)	Chris Beebe chris@bws-municipal.net (530) 722-4555	MBWFW series A	Pressurized Downflow garnet and coarse media	2/1 ^B	2.5/2 ^B	2	5 / 3 ^C
WesTech (formerly Culligan and Siemens)	www.westech-inc.com (801) 265-1000	Multi-Tech	Pressurized Downflow	2/1 ^B	2.5/2 ^B	2	3 / 3 ^C
AWC Water Solutions (formerly Pacific Keystone and Corix)	Michael Morris mikem@awcwater.com (360) 386-1396 www.awcwater.com	AC Clarifier	Upflow- nonbuoyant coarse sand	2/1 ^B	2.5/2 ^B	2	10 / 5 ^D
Pata Engineering	No information available on the company	PV-10 PV-20 PV-24	Downflow Upflow- nonbuoyant media	2/1 ^B	2.5/2 ^B	2	3-6 / 3 ^D 5-10 / 6 ^D
Infilco Degremont	No information available on the company	Advent Package Water Treatment Plant		2/1 ^B	2.5/2 ^B	2	
WesTech (formerly Siemens Microfloc)	www.westech-inc.com (801) 265-1000	Trident; Tri-Mite Trident HS	Upflow-buoyant media Tube settlers/upflow-buoyant media	2/1 ^B 2	2.5/2 ^B 2.5	2	10 / 5 ^D 5 / 10 / 5
Roberts Filter Co.	www.robertsfilter.com (610) 583-3131	Pacer II	Upflow- nonbuoyant media	2/1 ^B	2.5/2 ^B	2	10 / 5 ^D
Pressure Filters							
Serck Baker	No information available on the company	Hi-Rate Pressure Filtration	Inline, High rate	1	2	2	Up to 9 NTU ^E ; 12 gpm/ft ²
EPD Wearnes (USA) Inc	(866) 299-5929 www.epdusa.net	EPD Alternative Filtration	Inline, High rate, dual stage	1	2	2	Up to 6 NTU ^E ; 12 gpm/ft ² ; Up to 20 NTU ^E ; 5 gpm/ft ²

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**California Surface Water Treatment Rule
Alternative Filtration Technology Summary – CCF/Pressure Filters/Bag and Cartridge Filters
SWRCB-DDW Water Treatment Committee – June 2018**

Manufacturer	Current Contact Information	Model or Product Designation	Pathogen log ₁₀ Removal Credit		Turbidity Performance	Filter Loading Rate (gpm/bag)	Maximum Pressure Differential (psi)
			Virus	Giardia			
Bag Filters							
Strainrite	Gregg Fischer Strainrite Companies Aqua-Rite DW Products (208) 336-6611 gffilter@aol.com www.strainrite.com Mark MacKenzie Western Regional Sales Manager The Strainrite Companies Cell (562) 755-6477	<p><i>Prefilter:</i> HPM99-CC-2-SR</p> <p><i>Final Filter:</i> HPM99-CCX-2SR; both in an AQ2-2 housing Or (old housing version no longer available for purchase) In a AQ2-2BSHD (350740) housing equipped with the AQ2-1 compression device</p>	0	2.5	2	20	25
			0	2	1	10 (w/ prefilter) 3 (w/out prefilter)	10
			0	2	2	13 (must be operated with both filters in series)	PS-520 PP-241: ΔP=20 GLR-PO-825-2: ΔP=2.5
Rosedale	Joe Bodle. Phone: 657-212-3147 jbodle@valin.com www.rosedaleproducts.com	<p><i>Prefilter:</i> GD-PO-523-2</p> <p><i>Final Filter:</i> GLR-PO-825-2 (Prefilter no longer approved for use)</p> <p>PS-520 PP-241 GLR-PO-825-2 (Both filters must be used in series)</p>	0	2	2	10	10
			0	2	2	13 (must be operated with both filters in series)	PS-520 PP-241: ΔP=20 GLR-PO-825-2: ΔP=2.5
Cartridge Filters							
Harmsco	Alfredo Rizo-Patron arizopatron@harmsco.com Cyndi Benson Product & Process Development Engineer Harmsco Filtration Products 561-848-9628 cbenson@harmsco.com	<p>MUNI 40-MP Cartridge - HC40-LT2</p> <p>MUNI 90-MP Cartridge - HC/90-LT2</p> <p>MUNI-1-2FL-304 Cartridge - HC/170-LT2</p> <p>MUNI-3-3FL-304 Cartridge - HC/170-LT2</p>	0	2.5 ^F	2 ^E	30 (1 filter)	30
			0	2.5 ^F	2 ^F	60 (1 filter)	30
			0	2.5 ^F	2 ^E	100 (1 filter)	30
			0	2.5 ^F	2 ^F	300 (3 filters)	30

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**California Surface Water Treatment Rule
Alternative Filtration Technology Summary – CCF/Pressure Filters/Bag and Cartridge Filters
SWRCB-DDW Water Treatment Committee – June 2018**

www.harmsco.com Gregg Fisher gffilter@aol.com 208-336-6611	MUNI-5-4FL-304 Cartridge – HC/170-LT2	0	2.5 ^F	2 ^F	500 (5 filters)	30
	MUNI-8-6FL-304 Cartridge – HC/170-LT2	0	2.5 ^F	2 ^F	800 (8 filters)	30

^A BWS, Inc. Municipal Water Group (formerly American Water Technology) offers multiple system sizes under the MB/WF treatment series. All systems held to the same maximum clarifier and filter loading rates are expected to have equivalent performance.

^B DDW generally considers CCF systems as equivalent to direct filtration (2.0-log giardia, 2.0-log cryptosporidium, and 1.0-log virus removal credits) when they are operated to meet the following performance requirements:

- 0.3 NTU in at least 95% of measurements per month of combined filtered effluent samples
- Maximum turbidity not to exceed 1.0 NTU

In order for a CCF system to be granted with equivalent conventional treatment credit (2.5-log giardia, 2.0-log cryptosporidium, and 2.0-log virus removal credits), the individual filter effluent or combined filter effluent must be monitored on a continuous basis (no grab sampling option) and the filter performance will be based on the evaluation of data that is collected at 15-minute intervals.

Conventional Treatment Credit AFT listing can be granted to any CCF system with solids reduction ahead of a filter that meets standard filter media design criteria and meets the 0.15 NTU 95% of the time criteria during a one year demonstration period.

Following successful demonstration, the performance requirement for the combined filtered effluent will be:

- 0.2 NTU, 95% of time, 15-minute measurements
- Maximum turbidity not to exceed 1.0 NTU

^C Multi-media pressure filter – maximum filter loading rate of 3.0 gpm/ft² allowed under the SWTR.

^D Multi-media gravity filter – maximum filter loading rate of 6.0 gpm/ft² allowed under the SWTR.

^E Source water maximum turbidity.

^F Removal credit is based on a single LT2 cartridge operation and additional 0.5 removal credit (Giardia and Crypto) is based on LT2 cartridges installed in series. Regardless of removal credit, each plant is required to provide a minimum of 0.5-log Giardia and 4-log virus inactivation.

^G Bag/Cartridge filters will be permitted with an initial turbidity standard of 0.3 NTU. Following one year of operation, an Alternative Filtration Technology One Year Report will be submitted to the DDW District office for review. Following the review, a final permitted turbidity standard will be set based on the local source water quality. The turbidity standard will be set between 0.2 NTU to 1.0 NTU. All existing permitted bag/cartridge filter systems' turbidity standard may remain as currently permitted.

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**California Surface Water Treatment Rule
Alternative Filtration Technology Summary – CCF/P Pressure Filters/Bag and Cartridge Filters
SWRCB-DDW Water Treatment Committee – June 2018**

Disclaimer: This summary of accepted alternative filtration technologies has been extracted from the Division's Alternative Filtration Technology Report (June 2001 Draft) and individual acceptance letters. It is not intended to be used as a standalone document for persons planning, designing, or operating a water treatment plant. The summary does not contain all exceptions or qualifications for the individual filtration technologies. Please consult the Division's Alternative Filtration Technology report and the individual acceptance letters for additional details and recommendations.

Copies of the acceptance letters issued by the Division for the alternative filtration technology may be obtained from the Division's District offices. The Alternative Filtration Technology Report may be downloaded from the Division's website at:

http://www.waterboards.ca.gov/drinking_water/certific/drinkingwater/Publications.shtml

Review and approval of an alternative filtration technology listed in this summary for use on a particular public water system source will be handled on a case-by-case basis via the permit process by the DDW District offices.

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July 3, 2024

Raw Water Quality Review

WesTech Engineer, LLC has reviewed the raw water quality data provided, which generally covers the time period for 2022 & 2023 primarily for turbidity, coliforms (Total & E.), and chlorine residuals. There is some additional data for alkalinity, TOC, and aluminum.

The review shows raw turbidity is low, <5.0 NTU but averages <1.0 NTU. Alkalinity is low, generally <15 mg/L CaCO₃. TOC is very low as well, <1.0 mg/L.

Based on review the available raw water quality data, WesTech would expect the proposed Tri-Mite® treatment system to treat the raw water to required effluent water quality standard when operated within design limits and applying the required treatment chemicals.



WesTech Customer Support

WesTech maintains a Customer Service department with technicians fully qualified in the full range of WesTech's treatment systems. In addition, WesTech's representative agents cover all regional areas to help support the project and the customer.

Contact Information:

WesTech Engineering, LLC
3665 South West Temple
Salt Lake City, Utah 84115
Phone: (801) 265.1000
Fax: (801) 265.1080
24-hour service/emergency:
(801) 265.1000
Email: PARTS@westech-inc.com
Web: www.westech-inc.com

You can talk directly to a WesTech representative during normal business hours (8:00 am to 4:30 pm MST). For service/emergency after hours (4:30 pm to 8:00 am), please indicate to the Answering Service Operator whether your facility is Water, Waste Water or Industrial and specific information on the plant location and treatment equipment. A WesTech Representative will be notified to call and assist you with your problem.

If you would like to e-mail a spare parts order, simply e-mail your request to us at PARTS@westech-inc.com and a WesTech representative will process your order and follow up with an Order Acknowledgment.

Spare parts may also be requested directly from our web page www.westech-inc.com. Simply go to the web page, click on Parts & Service. If you know the part number and job information you need, you can input it directly. A WesTech Representative will process your request and follow up with a purchase quotation, or a return phone call to confirm that your request has been received.

Should you require further assistance in determining which spare parts are appropriate for your particular situation please contact WesTech's Aftermarket Sales Department.

To avoid unnecessary delays in obtaining the correct spare or replacement parts for your equipment, be sure to give the following information with each order.

1. Identify equipment using the WesTech Job number. Your equipment is identified as follows:

WesTech Job Number: «JOB_NUMBER»

WesTech Model Number: «EQUIP_MODEL_NO»

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WESTECH

2. Identify the part by name and give the number of the drawing on which this part or assembly appears.
3. Identify the part number.
4. Identify the size and include all pertinent dimensions (such as diameter, length, thickness, bore, pitch, etc.) whenever possible.
5. If parts being ordered are electrical in nature, give all pertinent data such as voltage, amperage, wattage, cycles, speed, power factor, or other information given on the parts nameplate or included in the parts brochure.
6. Submit your written purchase order or request for a quotation, both signing and printing your full name so that WesTech will know whom to contact should further clarification of the inquiry be necessary. **All verbal orders must be verified in writing.**
7. Give a return address and a shipping address.
8. Give a preferred method of shipping: i.e., UPS, truck freight, rail freight, air express, etc.
9. Indicate the quantity desired.
10. Provide instructions for proper invoicing.
11. All spare or repair parts orders are subject to a \$100.00 minimum order charge.

Service Contract

To provide long-term support, WesTech provides multi-year service contracts to customers. This typically includes service trips to the project site once per year to inspect the treatment system and assist with any issues, along with addressing any questions and/or training needs. In addition, the service contract come with a discount on parts.

You can contact the WesTech at (801) 265.1000 or contact the local WesTech representative agent to discuss/request a service contract.

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Grizzly Flats Community Services District

4765 Sciaroni Road / P.O. Box 250

Grizzly Flats, CA 95636-0250

Phone: 530/622-9626 Fax: 530/622-4806

www.grizzlyflatscsd.com



**No bids were received for
item F.4. “Review proposals
for Coating and Welding
Inspection Services, and
authorize staff to contract
with the most qualified
firm”.**



GRIZZLY FLATS CSD DISASTER STATUS REPORT



Date: September 12, 2024

General: The purpose of Status Reporting is to provide current information to District staff, administration, and elected officials of ongoing progress on water service and infrastructure restoration. The Status Report will be updated on a regular basis and as information critical to restoration of the water system becomes available.

CURRENT STATUS

<p>Situation Summary</p>	<ul style="list-style-type: none"> • Eagle Ditch Tree Felling Project – Nate’s Tree Service began tree felling activities on June 17, 2024. On August 19th, a water operator went out to check on their progress and watched their crew drop a large tree directly onto the pipeline lengthwise. When the operator asked that the crew immediately cease work to prevent further damage, she was verbally and physically assaulted by their team lead. Nate’s three-person crew involved in that incident was removed from our project and work was halted for a few weeks while staff documented pipeline damage. Scott Myers, Cort Abney, and Kim Gustafson met with Nate’s project crew to develop a plan for clearing off the diversions so that repairs can be made as soon as possible. They should be done with the tree felling work in about one week. Phase 2 (units A & B) proposals were solicited, and bids were received from Nate’s Tree Service and Oneto Tree Service. Upon first glance, the lowest responsible bidder appears to be Brian Oneto. • Insurance and FEMA funding for the reservoir liner repair project has been received by GFCSD. The Board awarded the bid to Syblon Reid on May 9, 2024. Work for this project concluded prior to the August 30th deadline. • District staff continues work with Angel Jimenez and the EHP team at FEMA and Cal OES to get undeveloped projects obligated. • There are environmental concerns for the outstanding fire related projects. Prior to moving forward, EHP will require a long list of information as well as permits that ensure all federal environmental concerns are adequately addressed prior to approving the projects. Of concern is a Foothill yellow-legged frog habitat which is located near the diversions on USFS land. • District staff continue regular bi-weekly meetings with Insurance Co. On August 6, 2024, the insurers agreed to \$3,250,000 for fire damage repair / replacement cost for the Tanks and Booster Station project. The final project under negotiation is the Metering and Diversion Station. Staff is working to provide the insurance adjustor with
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GRIZZLY FLATS CSD DISASTER STATUS REPORT



	<p>information about the building contents so that they can prepare an estimate for replacement.</p> <ul style="list-style-type: none">• Severe storms of December 2022 - Staff will not request replacement of the Programmable Logic Controller with this funding, but rather will submit 50% of H2Ou's operations costs incurred while manually treating water for reimbursement under this project.
Water System Assessment	<ul style="list-style-type: none">• District staff is complete with all assessments of the water system and is responding to FEMA's requests for information (RFI) and reviewing damage and recovery costs to support emergency funding applications as they become available.<ul style="list-style-type: none">- H2Ou prepared a justification memo for replacing entire service line from the water main to the meter for services damaged in the Caldor Fire, but a response hasn't been received from FEMA. FEMA recommended adding this work as a project version change once the project has been obligated.- Voids from burned tree stumps along Eagle Ditch pipeline are not currently included in the damage description for the project, so an amendment may be needed when construction begins. FEMA recommended adding this work as a project version change once the project has been obligated.
Actions and Activities	<ul style="list-style-type: none">• Finalizing documentation to support fire damages for FEMA.• Maintaining Water Treatment and Distribution Operations with fire and storm related water quality impacts and equipment failures from regular power outages and aging equipment.
Future Actions	<ul style="list-style-type: none">• Review damage determination by FEMA and prepare cost estimates of damages. Compare to FEMA and insurance cost estimates.• Retain contractor to replace surface water metering station.• Planning and design of replacement facilities for Tyler and Winding Way, and the surface water metering station.• Use ARPA funding for non-fire related improvements is much needed to begin making progress and address challenges with current water treatment production, monitoring processes, tank levels, system pressures, etc. during power outages and remotely. The Reservoir Debris Survey Report is complete, and staff will solicit bids for the debris removal work in the next week. The Board will be requested to select a contractor for the debris removal work during the October 10, 2024 regular meeting.

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Project #	FEMA Category	Project Title	FEMA Category Type	FEMA Process Status	Activity Completion Deadline	# Damages	Estimated Project Cost	Amount Received	Retention	Amount Spent	\$ Left	Notes
4619 - Calder Fire												
437312	B - Emergency Work Donated Resources	Donated Resources	Emergency Work Donated Resources	Pending CRC Project Development	3/12/2022	1	\$-	\$-	\$-	\$-	\$0.00	Need to Appeal, Received Notice of Determination Project-Removed
437322	A - Debris-Removal	Hazardous-Tree-Removal	Standard	Project-Removed	3/12/2022	0	\$-	\$-	\$-	\$-	\$-	
437326	F - Utilities	Water Lines and Meters	Standard	Pending EHP Review	3/12/2023	1	\$3,552,823.72	\$-	\$-	\$-	\$3,552,823.72	Waiting on FEMA
437331	B - Emergency Protective Measures	Temporary Road Access-Self Cert (Big Canyon)	Work Completed / Fully Documented	Obligated	3/12/2022	1	\$33,600.00	\$30,240.00	\$3,360.00	\$33,600.00	\$0.00	Project Completed
437355	F - Utilities	Tanks and Booster Facilities	Standard	Pending EHP Review	3/12/2023	2	\$4,110,295.46	\$-	\$-	\$-	\$0.00	FEMA to pay insurance deductible, insurance to pay damages
437364	B - Emergency Protective Measures	Emergency Protective Measures & Temporary Repairs	Work Completed / Fully Documented	Obligated	3/12/2022	1	\$348,860.41	\$342,755.35	\$6,105.06	\$348,860.41	\$0.00	Project Completed
437365	F - Utilities	Fire Hydrants	Standard	Obligated	3/12/2023	1	\$367,082.00	\$357,904.95	\$9,177.05	\$367,082.00	\$0.00	Adding Isolation Valves as Revision
546167	F - Utilities	Cleanwell Water Tank	Work Completed / Fully Documented	Obligated	3/12/2023	1	\$6,450.00	\$5,079.38	\$1,370.62	\$6,450.00	\$0.00	Project Completed
547264	G - Parks - Recreational-Facilities, and Other Items	Fencing, Signage, and Retaining Walls	Standard	Damaged-Moved-Project-Removed	3/12/2023	2	\$-	\$-	\$-	\$-	\$60,000.00	Project-Removed
547435	F - Utilities	Big Canyon Water Diversion and Retaining Wall	Standard	Pending EHP Review	3/12/2023	1	\$86,023.03	\$-	\$-	\$-	\$86,023.03	Waiting on FEMA
548122	D - Water Control Facilities	HDPE Reservoir	Specialized	Obligated	3/12/2023	1	\$127,870.23	\$124,673.48	\$3,196.75	\$127,870.23	\$0.00	Work Completed, Total Project Cost \$170,850
548682	F - Utilities	North Canyon Creek Diversion	Standard	Pending EHP Review	3/12/2023	1	\$122,725.64	\$-	\$-	\$-	\$122,725.64	Waiting on FEMA
548687	F - Utilities	Metering and Diversion Station	Standard	Pending EHP Review	3/12/2023	1	\$133,098.29	\$-	\$-	\$-	\$133,098.29	Waiting on FEMA
657294	G - Parks, Recreational Facilities, and Other Items	Miscellaneous Facility Damages (Display Case, Containment Area, Box to Overflow, Access Point Locks, Security Cam)	Standard	Obligated	3/12/2023	5	\$23,777.58	\$23,183.13	\$2,377.76	\$23,777.58	\$0.00	Project Ready
659585	F - Utilities	Miscellaneous Utility Damages (Forest View, Grizzly Pond, WQ Sample Stns, Stream Gages, Old Mine PRV, Hydrant Flow Meter)	Standard	Obligated	3/12/2023	6	\$152,264.89	137,038.40	\$15,226.49	\$152,264.89	\$0.00	Work Partially Completed
659587	F - Utilities	Eagle Ditch Pipeline	Standard	Pending EHP Review	3/12/2023	1	\$92,432.48	\$-	\$-	\$-	\$158,452.26	Waiting on FEMA
660345	B - Emergency Protective Measures	2022 Emergency Protective Measures	Work Completed / Fully Documented	Obligated	3/12/2022	1	\$178,435.94	\$173,975.05	\$4,460.89	\$178,435.94	\$0.00	Project Completed
683606	F - Utilities	Distribution Lines	Specialized	Pending EHP Review	3/12/2023	1	\$27,627.90	\$-	\$-	\$-	\$200,000.00	Waiting on FEMA
705086	Z - Mgmt Costs	Management Costs	Management Costs	Pending Formulation Completion	9/12/2025	1	\$27,027.91	\$-	\$-	\$-	\$27,027.91	Waiting on FEMA
							Estimated Total Project Cost	\$9,372,395.48				

Project #	FEMA Category	Project Title	FEMA Category Type	FEMA Process Status	Activity Completion Deadline	# Damages	Estimated Project Cost	Amount Received	Retention	Amount Spent	\$ Left	Notes
DR 4683 - Winter Storm Damage												
719836	F - Utilities	Grizzly Flats Community Services District Water treatment plant	Standard	Obligated	7/14/2024	1	\$260,528.81	\$-	\$-	\$-	\$260,528.81	Obligated, will remove PLC & Chemical Feed Pump from scope, submitting H2Ou invoicing for manual operations
740206	Z - Mgmt Costs	Grizzly Flats Community Services / Management Costs	Management Costs	Obligated	1/14/2027	1	\$13,403.95	\$-	\$-	\$-	\$13,403.95	Obligated 1/16/24
725136	A - Debris Removal	Grizzly Flats Community Services District Debris Removal 422	Standard	Obligated	7/14/2023	1	\$7,550.00	\$-	\$-	\$-	\$7,550.00	Obligated 12/12/23
							Estimated Total Project Cost	\$281,482.76				

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1.2 BID FORM/ PROPOSAL

TO: Kim Gustafson, General Manager
Grizzly Flats CSD
4765 Sciaroni Rd, Grizzly Flats, CA 9563

THE UNDERSIGNED STATES AND DECLARES AS FOLLOWS:

The undersigned Bidder has carefully examined the location of the proposed work and has examined the Contract Documents entitled:

Eagle Ditch Tree Felling Project, Phase 2 (Units A & B)

The Bidder has read the accompanying Invitation to Bid and Instructions to Bidders and has participated in the pre-bid walk-through; the Bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents; the Bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents; and the Bidder will take in full payment for such work the prices set forth in the accompanying Base Bid Schedule. The Bidder herewith submits its Base Bid as reflected on the accompanying Base Bid Schedule and submits its Alternatives Bids, as reflected on the accompanying Alternates Bid Schedules.

TOTAL BASE BID: \$235,000.00

Contractor's License No.: 953843

Expiration Date: 10-31-2024

Type of license: C-61/D-49

Name under which license is held: Nate's Tree Service, Inc.

Status of license: Active

The following surety or sureties have agreed to furnish payment and faithful performance bonds to the Bidder if it is awarded the contract:

Payment Bond: Travelers Casualty and Surety Company of America

Performance Bond: Travelers Casualty and Surety Company of America

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The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and that these representations are made under penalty of perjury under the laws of the State of California.

Executed on 09/04, 20 , at Sonora, California.

BIDDER

[Company/firm name] Nate's Tree Service, Inc.

[Capacity of company or firm, e.g., corporation (include state of incorporation), sole proprietor, partnership] Corporation, California

[Authorized signature] *Jake Reynolds*

[Name] Jake Reynolds

[Title] Account Manager / Secretary

Address: 14375 Cuesta Court
Sonora, California

Phone No.: 209-532-2460/209-770-4006

Fax No.: 209-288-2061

E-Mail: jreynold@natestree.com

Michelle Gray- Owner/President

209-770-0550

mgra@natestree.com

Nathan Gray, Jr- Treasurer

209-770-4201

ngra@natestree.com

BID FORM

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1.3 BASE BID SCHEDULE AND TOTAL PRICE

NAME OF BIDDER: Nate's Tree Service, Inc.

ALLOWANCES AND UNIT PRICES FOR BASE BID

Eagle Ditch Tree Felling Project, Phase 2 (Units A & B)

UNIT PRICE TABLE

Bid Item	Work Item Description	Unit	Quantity	Unit Price
1	Unit A	L.S.	1	\$120,000.00
2	Unit B	L.S.	1	\$115,000.00
Total Bid Price				\$235,000.00

TOTAL BID PRICE ALL ITEMS (Before Discounts):

Two-hundred, thirty-five thousand dollars (\$235,000.00)

\$ [IN FIGURES]

Bidders Initials: je

ALTERNATES BID SCHEDULE

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1.5 DESIGNATION OF SUBCONTRACTORS

In compliance with Public Contract Code § 4100 et seq. each bidder shall set forth below the name, license number and business location of each subcontractor who will perform work in excess of one-half of 1% of the Contractor's total bid and the portion of the work (expressed in dollar amount) that will be performed by each subcontractor. Contractor shall also provide a description of the type of work to be performed by each subcontractor. Under Labor Code § 1725.5, the Contractor and all subcontractors must be registered with the California Department of Industrial Relations Public Works Contractor Database.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work in excess of one-half of 1% of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the County setting forth the facts constituting the emergency or necessity.

Subcontractor (name and location)	Description of Subcontractor Work	Subcontractor License Type and #	Estimated Portion of Work (in \$\$)
None			

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Subcontractor (name and location)	Description of Subcontractor Work	Subcontractor License Type and #	Estimated Portion of Work (in \$\$)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

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1.6 EXPERIENCE QUALIFICATIONS AND REGISTRATION

The Bidding Contractor and all of its Subcontractors must be registered with the California Department of Industrial Relations Public Works Contractor Database, pursuant to Labor Code § 1725.5.

The Bidder has been engaged in the contracting business, under the present business name for 14 years. Experience in work of a nature similar to that covered in the Bid extends over a period of 30 years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three years for the persons, firm or entity indicated: (Bidder may provide additional experience statements).

<u>Year</u>	<u>Owner</u>	<u>Type of Work</u>	<u>Contract Amount</u>
<u>2023</u>	<u>Amador County</u>	<u>Hazard Tree Removal</u>	<u>\$211,629.00</u>
<u>2024</u>	<u>Calaveras County</u>	<u>Hazard Tree Removal</u>	<u>\$92,600.00</u>
<u>2023</u>	<u>Lassen Volcanic NP</u>	<u>Hazard Tree Removal</u>	<u>\$63,200.00</u>
<u>2023-2024</u>	<u>USFS</u>	<u>Tree Thinning</u>	<u>\$1,900,000.00</u>

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The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required. (Bidder may provide additional list of plant and equipment available).

<u>Quantity</u>	<u>Name, Type and Capacity</u>	<u>Condition</u>	<u>Location</u>
<u>5 each</u>	<u>Stihl 661 Chainsaws</u>	<u>Servicable</u>	<u>Sonora, CA</u>
<u>3 each</u>	<u>Stihl MS 462 Chainsaws</u>	<u>Servicable</u>	<u>Sonora, CA</u>
<u>1 each</u>	<u>Stihl MS 250 Chainsaw</u>	<u>Servicable</u>	<u>Sonora, CA</u>
<u>3 each</u>	<u>Borntrager Tree Jacks</u>	<u>Servicable</u>	<u>Sonora, CA</u>
<u>2 each</u>	<u>Excavator with thumb/grapple</u>	<u>Servicable</u>	<u>Sonora, CA</u>
_____	_____	_____	_____
_____	_____	_____	_____

Executed on 09/04, 2024, at Sonora, CA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER

Nate's Tree Service, Inc. (Company/firm name)

Jake Reynolds (Authorized signature)

Jake Reynolds (Name)

Account Manager (Title)

EXPERIENCE QUALIFICATIONS AND REGISTRATION

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1.7 NON-COLLUSION DECLARATION*

NON-COLLUSION DECLARATION TO BE EXECUTED

BY

BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Account Manager of Nate's Tree Service, Inc., the party making the foregoing bid for the Eagle Ditch Tree Felling- Phase 2 PROJECT.

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/4/24 [date], at Sonora [city], CA [state].

By: Jake Reynolds Jake Reynolds
 Title: Accounts Manager

*Note: Public Contracts Code 7106 requires this non-collusion declaration be submitted with a bid for any public works contract of a public entity.

DECLARATION

NON-COLLUSION

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1.8 CERTIFICATION OF NON-DISCRIMINATION

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: Nate's Tree Service, Inc.

CERTIFIED BY:

NAME: Jake Reynolds TITLE: Account Manager

SIGNATURE: *Jake Reynolds* DATE: 9/4/2024

CLAUSE

NON-DISCRIMINATION

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1.9 CERTIFICATION OF NON-SEGREGATED FACILITIES

A certification of non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date 9/4/2024

Jake Reynolds

(Signature of Bidder or Prospective Contractor)

14375 Cuesta Court

Sonora, Ca 95370

Address (including Zip Code)

CERTIFICATION

NON-SEGREGATION

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1.10 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Name of Company/Entity: Nate's Tree Service, Inc.

The prospective participant certifies under penalty of perjury to the best of its knowledge and belief that it and its principals and subcontractors:

- (a) **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government entity (Federal, State, or local).**
- (b) **Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**
- (c) **Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraphs (a) and (b) of this certification;**
- (d) **Have no more than one final unappealable finding of contempt of court by a federal court issued against them within the immediately preceding two year period because of failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board;**
- (e) **Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC § 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years, or both.

Jake Reynolds- Account Manager

Name and Title of Authorized Representative (Typed/printed)

Jake Reynolds
Signature of Authorized Representative

9/4/2024
Date

I am unable to certify to the above statements. My explanation is below.

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ADDENDUM



DATE: September 2, 2024 ADD. NO.: 1

PROJECT: Grizzly Flats Community Services District
 Eagle Ditch Tree Felling Project - Phase 2
 (Units A and B)

FROM: Scott Myers, Water Engineer

TO: All Bidders

PAGES: 1

This Addendum forms a part of the Contract Documents and modifies the original Proposal, Technical Specifications and Agreement, dated April, 2024. Bidders must acknowledge receipt of this Addendum when submitting the Proposal. Failure to do so may subject the bidder to disqualification.

The following addresses questions posed during the prebid walk and other questions received via email.

A. General

Section 1. Bidding Requirements and Submittals

1. Time of Completion – Per contract agreement, 70 calendar days.

B. Technical Specifications

1. Clarification Regarding Bucking – By definition, “bucking” is the process of cutting a felled tree into logs or sections. Bucking all felled trees is not required, as stated in the technical specifications. However, it is also the Contractor’s sole responsibility to ensure all felled trees and other debris resulting from the Contractor’s activities be left in a secure and safe state, as necessary to protect people and property, which may require bucking (per specifications “Once the marked hazard trees are felled, Contractor shall partially buck and limb felled trees, leaving a sufficient number of large branches to prevent the tree from rolling” and “Secure felled hazard trees through a combination of position (perpendicular to topographic contours), maintaining all or sections of larger branches, bracing against stumps, bracing against other felled trees, etc.”,

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and "Logs must be bucked and laid flat on the ground surface **to stabilize the logs on hill slope**"). To summarize, Contractor shall fell, limb, buck, position, and adjust felled trees to guarantee they are left flat on the ground and will not roll. If a Contractor fails to properly secure a tree, based on inspections by District or USFS personnel, the Contractor shall correct the issue as directed by District at its own expense.

2. Clarification Regarding Lopping – By definition, "lopping" is the process of trimming various sections of the tree, including branches, limbs, and sections (tops) of the trunks. The technical specifications state that "tree -tops and limbs are to be lopped ...". However, depending on the tree, ground slope, tree position, tree size, tree condition, etc., some branches may remain to help stabilize the tree (per specifications "Secure hazard felled trees .. [by] *maintaining all or sections of larger branches ...*". Per Item 1 above, it is the Contractor's sole responsibility to secure trees on the ground and prevent them from rolling. As a licensed timber operator, the Contractor must rely on their professional judgement and experience to assess each tree, condition of the branches, slope, etc., and determine the number and length of limbs needed to guarantee the tree is stable.
3. Securing Trees – Contractor shall secure felled trees *as they proceed* with work. Securing trees as described in Item 1 above, shall be completed before proceeding with other work. Felled trees cannot be left in an unsafe condition.
4. Public Road Defined – For purposes of the contract, Big Canyon Loop Road is a public road.
5. Definition of Slash – Any material created by Contractor's activities from felling trees, including but not limited to, debris or loose material resulting from cutting, felling, bucking, looping, repositioning trees. Contractor is not responsible for materials existing prior to their activities.
6. Pipeline Route and Location – The District Eagle Ditch and pipeline can be identified by the terraced corridor that roughly parallels Big Canyon Loop Road, generally located between 50' and 100' downslope of the road. In the event the contractor cannot accurately locate the Eagle Ditch, District staff will mark the areas in question.
7. Stump Shot/Stump Pull – Per contract requirements, and consistent with proper and safe forestry practices, Contractor shall leave the work areas in a safe condition prior to moving into new felling areas. This includes removing stump shot/stump pull from remaining stumps.
8. Marked Trees That Fell Naturally – Although it is expected to be infrequent, any marked trees that have fallen naturally prior to the Contractor arriving at the site shall be addressed by looping, bucking, or other means necessary to secure the tree in place. Any trees that have fallen across the Eagle Ditch or pipeline shall be removed to allow access to the pipe.
9. Big Canyon Loop Road – Road cannot be closed. However, Contractor shall provide signage to notify the public of tree felling work. Any tree felling activities that could result in trees or debris

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falling on or across the road will require that the Contractor delay traffic until it is safe to proceed.

10. Wood Chips may be scattered in 50' road zone.
11. Log decks may be acceptable. Contractor to coordinate with USFS for details and locations.
12. Logs and log decks are the property of the USFS. No burning of logs is required or allowed.

Interested bidders can contact Cort Abney at (916) 806-3970, or cort@h2oengr.com for more information.

End of Addendum

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GRIZZLY FLATS
COMMUNITY
SERVICE DISTRICT-
EAGLE DITCH
TREE FELLING
PROJECT-
PHASE 2
UNITS A & B

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Introduction

Nate's Tree Service, Inc. is a Woman Owned Small Business (WOSB) and a Woman Business Enterprise (WBE) certified through the Supplier Clearing House, U.S. Small Business Administration, and the California Department of General Services and has over 40 years of experience in the industry. For us, our work is all about customer satisfaction and the safety of our employees and those we service. By providing the highest quality of vegetation management services for the past 6 generations, our family-owned business has consistently promoted a diversified workforce by employing, living within, and supporting the communities we service.

Nate's Tree Service Inc. is a full-service tree and land management company, we have the experience and knowledge to fully execute vegetation management projects from start to finish. Our ISA, OSHA, TCIA, First AID and CPR certified Safety Managers train and educate our employees with classroom and on the job training.

Nate's Tree Service, Inc. is a Tuolumne County local business with its headquarters located in Sonora, Ca.

On Thursday August 29, 2024, Nate's Tree Service, Inc. (NTS) attended the pre-bid job walk and inspected the units within the scope of work. Firsthand knowledge was gained, and information received during this inspection gives NTS a strong understanding and approach to complete all hazard tree felling requirements safely and efficiently within a reasonable time frame for the project.

Qualifications and Approach

NTS has completed a multitude of similar projects, ranging from 5 acres to 5,000 acres, from residential property clearing for new construction and fire breaks to Transmission Right-of-Way land clearing and forest fuels reduction. NTS has a vast understanding of various scopes of work that include the proposed Scope of Work in this RFP, including but not limited to the following:

- Fire Ravaged Forest Clearing
- High Risk Hazard Tree Felling
- Forest Fuels Clearing
- Hand Lopping
- Public Utility Structure and Boundary Recognition
- LOP Recognition and Cultural Awareness

NTS's knowledge and experience and the use of leading-edge specialized tools and equipment allows us to complete large projects before the deadline, eliminating safety risks and hazards, while still providing the highest of quality.

All projects shall start with a site visit to gain a direct visual understanding of the Scope of Work that is requested. The information that is received from the site visit assists NTS's project planners in creating a cost effective, environmentally sound and safety minded work plan that complies with all applicable laws and regulations, including but not limited to the following:

- Environmental Assessments
- Safety Assessments and Plans
- Resources

- a. Equipment
- b. FTE (Full Time Employees)
- Work Plan (From Mobilizing to Demobilizing)
- Post work plan (before demobilization) to ensure project scope.

NTS has a skilled post auditing team that has the sole responsibility to ensure that the client being served is satisfied with all work completed and that the scope of work requirements is adhered to.

In addition to carrying Workers Compensation Insurance on all its employees, NTS holds a \$10,000,000.00 General Liability policy as well as \$1,000,000.00 Automobile Liability policy. Upon the project being awarded NTS will provide all insurance documents naming the client as additionally insured for the duration of the project.

NTS is currently working with several clients through the Sierra Nevada region to eliminate high hazard trees including dead and dying conifers, fire ravaged forests, extreme fire fuel unloading and fire break creation and maintenance as well as utility clearances for water, power and gas distribution agencies and companies.

NTS employs tree fellers and ground men with decades of knowledge in forest fuels reduction and tree felling expertise. These employees are trained and equipped with up-to-date techniques and equipment to safely remove the high hazard trees from within striking distance to the underground water conveyance piping. This equipment may include jacks to safely direct all tree felling activities away from Districts infrastructure to include all underground piping, Air/Vacuum Release stations, vent piping and or metering boxes. The teams will assess each tree and the surrounding area and develop a plan to best address the local hazards.

Upon Contract Award, NTS will submit a schedule to the district which will lay out the felling plan and duration for the project. NTS is prepared to staff each unit with the appropriate manpower and equipment to complete the project within the 70-calendar day duration.

NTS is proposing to start on and complete the clean up of Unit B first. Working Unit B will allow the district to get the entire downstream section of the water conveyance pipe turned back on from the North Canyon Diversion through to the Long Canyon Diversion. Having this section finished will allow the District to survey and repair any apparent damage caused by the property clean up on the adjacent private property between Units B and G on the southwest end of Unit A. This section was noted on the pre-bid walk to may have suffered damage by large equipment traveling over the easement.

Unit A will be worked last as this will be the most time consuming and technical portion of the project while working around the stream courses and diversion intake structures in North Canyon. NTS will take all precautions necessary to prevent damage to these structures.

NTS will deploy the 2-person cleanup crew to include a tracked excavator with a grapple/thumb bucket to buck and remove all slash and tree boles from within the District's Water Conveyance Right of Way.

NTS is committed to starting the project with a full crew within 2 weeks of the Contract Award and Notice to Proceed.

NTS is proposing to commit 1 crew to this project. The crew will be comprised of 2 Skilled Fellers, 2 ground workers and 1 equipment operator.

After progression of the tree felling, NTS will clear the Right of Way of all slash and tree boles.

If any areas of concern including biological, cultural, or otherwise are encountered, the crew will stop work and report the findings to the District. At this point the crew will delineate the area and move along the Right of Way.

NTS will set up the project staging/lay down area near the project entrance on Capps Crossing Road. The workers will attend a site safety and daily objective briefing before signing into and out of the controlled work areas each day.

In order to keep the District informed of the project progress, NTS will employ an on-site Superintendent to track daily progress, record completed sections and submit a daily report detailing the project specific goals. This report will contain the number of estimated trees completed per unit, inspection data, issues encountered and resolutions, photos of progress as well as schedule updates and production progression. The Superintendent will also be in charge of all Quality Control and communications with all stakeholders.

The Site Superintendent will also be the Safety Officer in charge of all on-site training and OSHA compliance. Because of the remote working location NTS will deploy cellular communications with both AT&T and Verizon connectivity. NTS will have a full complement of first aid supplies to care for worker injuries. This equipment includes 2 full trauma first aid kits, blood stop kits, and tourniquet supplies. In the event of an injury the worker will be assessed and given first aid and either treated on site or transported to the medical center for further treatment depending on severity of the injury. If an Air Ambulance is called the helipad will be deployed in the immediate area and the injured worker will be stabilized for transport.

Upon Contract Award NTS will contact Mercy Hospital of Folsom, in Folsom, CA and make them aware of the project and possible injury/illnesses they will be dealing with. Mercy Hospital will be given the Latitude and Longitude (38.640057, -120.501699) of the lay down area along with site specific access maps, directions, and communication protocols. Before mobilizing to the project Mercy Hospital will be given a full list of the workers' names, blood types and any known illness or allergy information. They will also be given our contact information to connect with the Site Superintendent in the event of an Air or Ground Ambulance medivac emergency. Once en-route and within range of the crew the ambulance service will be given the exact location of the injured worker.

All the crew members have extensive forest knowledge and the ability to confidently identify tree and brush species, botanical, biological and cultural resources. The crews will adhere to any avoidance area

flagging. If any resource is encountered outside of the flagged area the crews will stop work and immediately notify the District prior to operations in the area resuming.

NTS will have at its disposal a full complement of fire tools and equipment. NTS will make available a competent Fire Supervisor and Fire Patrol person when PAL levels are at or above Level C. These personnel shall monitor site conditions and the USFS predictive activity levels prior to each day's work.

Company Information

Question	Response
NTS Name as registered with the CA Secretary of State.	Nate's Tree Service Inc.
NTS type of organizational entity.	Corporation
NTS Main Office Address.	14375 Cuesta Court Sonora, CA
NTS Main Office Phone Number.	209-532-2460
Primary point of contact for this RFQ.	Jake Reynolds
Primary point of contact email.	jreynold@natestree.com
Primary point of contact phone number.	209-770-4006
California State License Board (CSLB) Number.	953843
CSLB Type.	C61/D49
License Timber Operator (LTO) Number.	A11245
EIN Number.	83-4675587
ISN Number.	400-238082
WOSB/SBA Certification Number.	2030166
Has NTS had any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years?	No
Has NTS had any past or current business and personal relationships with any current elected official, appointed official, County employee, or family member of any current Banning elected official, appointed official, or County employee?	No

Company Personnel

Key Personnel				
Name	Title	Cell Number	Email	Notables
Michelle Gray	President	209-770-0550	mgra@natestree.com	40 yrs. Experience in industry
Nathan Gray Jr.	Director of Operations	209-770-4201	ngra@natestree.com	10 yrs. Experience in project management
Jake Reynolds	Account Director	209-770-4006	jreynold@natestree.com	10 yrs. Experience in project compliance

Harold Plummer	Feller Lead	209-206-0283		30 years' experience in timber felling
Tyler Sommerfeld	Feller Lead-Site Superintendent	209-352-3624	tsommerfeld@natestree.com	8 years in the industry
Daniel Rodrigues	Feller Lead	559-960-3847		12 years in the industry
Nathan Mendez	Safety	209-770-0457	nmendez@natestree.com	CPR Certified Trainer, OSHA 30, CTSP Certified

All Nate's Tree Service Inc. Professional Staff are properly licensed to practice in California.

Full Time Employees (FTE)

NTS has a current full-time employee (FTE) count of 150 field employees. Our employee resources are broken down by the following:

- General Supervisors: 6
- Crew Foreman/Skilled Fellers: 27
- Equipment Operators: 33
- Ground Persons: 84

Disclosure

NTS does not have any disclosures currently.

Experience and References

Experience

NTS has completed a variety of similar projects with identical scopes of work within the last 3-5 years. The following projects are the most notable and regularly engaged projects for NTS.

- USFS- SERAL Fuel Break- \$200,000.00
 - a. 200' Shaded Fuel Break
 - b. Hand Thinning
 - c. Hand Piling
 - d. LOP Flagging and Protections
- Calaveras County Hazard Tree Mitigation- \$92,600.00
 - a. Felling of 150 high hazard trees
 - b. Complete debris removal
 - c. Private Property Awareness and Delineation
- Windy Tree Inc.: October 2020-Current- \$2,000,000.00
 - a. Project Execution
 - b. Hand Thinning
 - c. Chipping
 - d. Brush Piling

- Amador County Hazard Tree Mitigation- \$211,629.00
 - a. Felling of 244 high hazard trees
 - b. Private Property Subdivisions
 - c. Area Delineation and Recording
- Lassen Volcanic National Park Hazard Tree Removal- \$63,200.00
 - a. Tree Jacking and Felling among Park Headquarter Office Buildings and Other Structures
 - b. Tree Removal and Bucking
 - c. Work Area Delineation and Public Safety
- USFS- Bass Lake District- Nelder Grove Giant Sequoia Hand Thinning and Piling- Fall 2023- \$1,900,000.00
 - a. 190 Acres Hand Thinning around all Giant Sequoia Trees
 - b. Hand Piling All Woody Debris
 - c. LOP and Mass Cultural Site Awareness and Protections
 - d. Air/Helicopter Logging and Ground Work Sequencing

References

Name	Company	Address	Phone Number	Email Address
Randy Pablo	Windy Tree Inc.	P.O. Box 2152 Oakdale, CA	209-485-7014	rpablo@windytree.net
Mike Albrecht	Sierra Resource Management	N/A	209-770-0056	mikealbrecht@mlode.com
Scott Anderson	Calaveras County Public Works	San Andreas, CA	209-294-9591	sanderson@co.calaveras.ca.us
Richard Harris	Planning Forester	N/A	707-685-5508	rrharrisconsulting@gmail.com
Brad Christiansen	Markit! Forestry	N/A	505-274-8979	bradchristiansen@markitforestry.com
Ed Struffenegger	RPF	N/A	209-304-2045	edstruff@volcano.net

Equipment

NTS will deploy diverse equipment resources and multiple hand tool options to include:

- Ford F350 Crew Trucks
- Gas Powered Chainsaws, Brush Cutters, and Hand Tools
- Tree Jacks
- Excavator with Thumb/Grapple Bucket
- GIS Location/Recording Software
- Fire Suppression Equipment, Shovels, 5-gallon backpack pumps
- Darley High Pressure Fire Suppression Pump (Fire Precautions)
 - a. Meets or Exceeds USFS performance requirements
 - b. 23 gpm @ 225 psi

- c. 500 Gallon water supply
- d. 300 feet of 3/4" high pressure hose
- e. 250 feet of light weight hose
- f. Self-Contained fire suppression

All equipment complies with the USFS Spark Arrester Guide, dated May 1985

Addenda & Official Notices

NTS has reviewed the following Addenda and acknowledges receipt of:

- 1. Addenda 1 - dated September 2 , 2024

Jake Reynolds

 Signature

9/4/2024

_____ Date

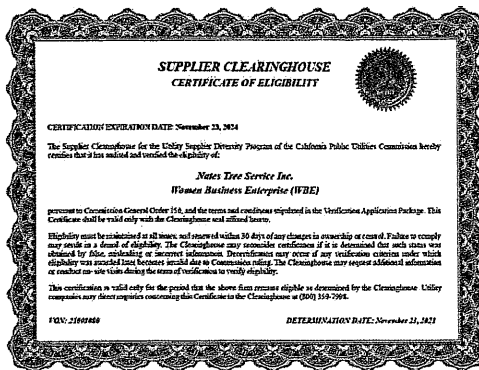
Jake Reynolds, Account Manager

Nate's Tree Service, Inc



U.S. Small Business Administration

WOSB CERTIFIED



U.S. Small Business Administration

PK 111



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Glenn S. Caldwell Insurance Services, Inc. 14566 Mono Way, Sonora, CA 95370 License #: 0E75906	CONTACT NAME: Morgan D Esposito, SBCS, ACLC	
	PHONE (A/C, No, Ext): (209)532-5102	FAX (A/C, No): (209)532-5103
E-MAIL ADDRESS: mesposito@caldwell-insurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Indian Harbor Insurance Company 36940	36940
INSURER B:	XL Specialty Insurance Company 37885	37885
INSURER C:	The Hulett Agency	38865
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Nate's Tree Service Inc.
PO Box 5489
Sonora, CA 95370-2489

COVERAGES CERTIFICATE NUMBER: 00009240-15645801 REVISION NUMBER: 193

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Inc Loggers Brd Frm GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	NGL-1006798-01	01/06/2024	01/06/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	NBA-1006797-01	01/06/2024	01/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NEC-6007133-01	01/06/2024	01/06/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Comp Work \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	46-807260-02-06	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Morgan Esposito

(MDE)

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CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **953843**

Entity **CORP**

Business Name **NATE'S TREE SERVICE INC**

Classification(s) **C61/D49**



Expiration Date **10/31/2024**

www.csib.ca.gov

PK113

Contractor Information

Legal Entity Name
Nates Tree Service Inc.

Legal Entity Type
Corporation

Status
Active

Registration Number
PW-LR-1000711774

Registration effective date
7/1/2022

Registration expiration date
6/30/2025

Mailing Address
16603 Meadow Lark Dr Sonora 95370 CA Unite...

Physical Address
16603 Meadow Lark Dr Sonora 95370 CA Unite...

Email Address

Trade Name/DBA

License Number(s)
CSLB:953843

Registration History

Effective Date	Expiration Date
1/27/2021	6/30/2022
7/1/2022	6/30/2025

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:

Michelle R Gray

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:

Timothy Trujillo ESQ

Agent of Service Mailing Address:

32 N Washington St Sonora 95370 CA United States of America

Workers Compensation

Do you lease employees No
through Professional
Employer Organization
(PEO)?:

PK 114



STATE OF CALIFORNIA

THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE

License Number: A11245

Date of issuance: 1/1/2023

License Valid Period:
1/1/2023-12/31/2024

NATE'S TREE SERVICE
PO BOX 5489
SONORA, CA 95370

This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300491

RM-61 (10/99)

(SEE REVERSE SIDE)



STATE OF CALIFORNIA

THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE

A11245

License Number: A11245
Date of issuance: 1/1/2023

License Valid Period:
1/1/2023-12/31/2024

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PO BOX 5489
SONORA, CA 95370

This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300491

DUPLICATE

PK115

This timber operator license, or a copy of it, to engage in timber operations in accordance with law, rules and regulations shall be available for inspection at the site of all active timber operations.

This timber operator license is subject to future legislation, is not transferable, and is subject to suspension or revocation in compliance with applicable law.

Any change of address must be reported within 15 days to the Director, California Department of Forestry and Fire Protection, Timber Operator Licensing, P.O. Box 944246, Sacramento, CA 94244-2460

All licensees are required to be knowledgeable of, and to comply with the Forest Practice Act, district forest practice rules, related regulations adopted by the Board of Forestry, applicable timber harvesting plan and approved amendments and to comply with other forest and fire laws and regulations to protect the forest lands of California from damage and destruction.

Timber operations shall not be conducted until a written timber harvesting plan prepared by a registered professional forester becomes effective pursuant to Article 7, Chapter 8, Division 4 of the Public Resources Code and Article 4, Title 14, Calif. Adm. Code, unless exempted from said provisions by law or regulations.

This timber operator license, or a copy of it, to engage in timber operations in accordance with law, rules and regulations shall be available for inspection at the site of all active timber operations.

This timber operator license is subject to future legislation, is not transferable, and is subject to suspension or revocation in compliance with applicable law.

Any change of address must be reported within 15 days to the Director, California Department of Forestry and Fire Protection, Timber Operator Licensing, P.O. Box 944246, Sacramento, CA 94244-2460

All licensees are required to be knowledgeable of, and to comply with the Forest Practice Act, district forest practice rules, related regulations adopted by the Board of Forestry, applicable timber harvesting plan and approved amendments and to comply with other forest and fire laws and regulations to protect the forest lands of California from damage and destruction.

Timber operations shall not be conducted until a written timber harvesting plan prepared by a registered professional forester becomes effective pursuant to Article 7, Chapter 8, Division 4 of the Public Resources Code and Article 4, Title 14, Calif. Adm. Code, unless exempted from said provisions by law or regulations.

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1.4 BID BOND

WHEREAS WE, THE UNDERSIGNED Nate's Tree Service, Inc, Contractor as Principal; and Travelers Casualty and Surety Company of America, as Surety, are hereby held and bound unto Grizzly Flat CSD, hereinafter called Owner, in the sum of \$ 23,500 which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

Eagle Ditch Tree Felling Project, Phase 2 (Units A & B)

NOW, THEREFORE,

- (a) If the Bid is rejected, or in the alternate,
- (b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 4th day of September 2024, the name and

BID BOND

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corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Nate's Tree Service, Inc

(Contractor as Principal)

(Seal)

By: _____

Michelle Gray

[Name]

President

[Title]

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

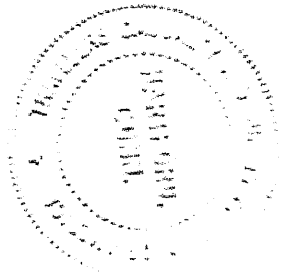
By: *Matthew Frediani*

Matthew Frediani

[Name]

Attorney In Fact

[Title]



BID BOND

PK118



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MATTHEW C FREDIANI** of **SONORA**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

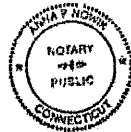
City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of September, 2024.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PK119

1.2 BID FORM/ PROPOSAL

TO: Kim Gustafson, General Manager
Grizzly Flats CSD
4765 Sciaroni Rd, Grizzly Flats, CA 9563

THE UNDERSIGNED STATES AND DECLARES AS FOLLOWS:

The undersigned Bidder has carefully examined the location of the proposed work and has examined the Contract Documents entitled:

Eagle Ditch Tree Felling Project, Phase 2 (Units A & B)

The Bidder has read the accompanying Invitation to Bid and Instructions to Bidders and has participated in the pre-bid walk-through; the Bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents; the Bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents; and the Bidder will take in full payment for such work the prices set forth in the accompanying Base Bid Schedule. The Bidder herewith submits its Base Bid as reflected on the accompanying Base Bid Schedule and submits its Alternatives Bids, as reflected on the accompanying Alternates Bid Schedules.

TOTAL BASE BID: \$ 158,000.⁰⁰

Contractor's License No.: 1028964

Expiration Date: 07/31/2025

Type of license: CC1/D49

Name under which license is held: ONE TO TREE SERVICE

Status of license: current

The following surety or sureties have agreed to furnish payment and faithful performance bonds to the Bidder if it is awarded the contract:

Payment Bond: The Gray Casualty & Surety Company

Performance Bond: The Gray Casualty & Surety Company

PK120

The Bidder's authorized officer identified below hereby declares that the representations in this Bid are true and correct and that these representations are made under penalty of perjury under the laws of the State of California.

Executed on Sept. 3, 2024 at Drytown, CA.

BIDDER

[Company/firm name] ONETO TREE SERVICE

[Capacity of company or firm, e.g., corporation (include state of incorporation), sole proprietor, partnership] sole proprietor

[Authorized signature] Brian Oneto

[Name] Brian Oneto

[Title] owner

Address: P.O. Box 95
Drytown, CA 95699

Phone No.: (209) 304-5623

Fax No.: (209) 245-6225

E-Mail: brian@onetoranch.com

PK121

1.3 BASE BID SCHEDULE AND TOTAL PRICE

NAME OF BIDDER: ONETO TREE SERVICE

ALLOWANCES AND UNIT PRICES FOR BASE BID

Eagle Ditch Tree Felling Project, Phase 2 (Units A & B)

UNIT PRICE TABLE

Bid Item	Work Item Description	Unit	Quantity	Unit Price
1	Unit A	L.S.	1	\$100,000.00
2	Unit B	L.S.	1	\$58,000.00
Total Bid Price				\$158,000.00

TOTAL BID PRICE ALL ITEMS (Before Discounts):

\$158,000.00

 \$ [IN FIGURES]
Bidders Initials: BO

1.4 BID BOND

WHEREAS WE, THE UNDERSIGNED Oneto Tree Service, Contractor as Principal; and The Gray Casualty & Surety Company, as Surety, are hereby held and bound unto _____, hereinafter called Owner, in the sum of \$ (10%) which sum is equal to at least ten percent of the total amount of the Bid, payment of which sum, well and to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

*Grizzly Flats Community Services District

The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

Eagle Ditch Tree Felling Project, Phase 2 (Units A & B)

NOW, THEREFORE,

- (a) If the Bid is rejected, or in the alternate,
- (b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 5th day of September 2024, the name and

BID BOND

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corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Onetro Tree Service
(Contractor as Principal)

(Seal)

By: Brian Oneto

Brian Oneto

[Name]

owner

[Title]

The Gray Casualty & Surety Company
(Surety)

(Seal)

By: Pietro Micciche

Pietro Micciche

[Name]

Attorney-in-Fact

[Title]

BID BOND

PK124

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: *BB* Principal: *Oneto Tree Service*
Project: *Eagle Ditch Tree Felling Project, Phase 2 (units A & B)*

KNOW ALL BY THESE PRESENTS. THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Patricia Zenizo, Elisabete Salazar, Angel Nunez, and Pietro Micciche of Los Angeles, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this _____ day of _____

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this *5th* day of *September* 2024

Leigh Anne Henican



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1.5 DESIGNATION OF SUBCONTRACTORS

In compliance with Public Contract Code § 4100 et seq. each bidder shall set forth below the name, license number and business location of each subcontractor who will perform work in excess of one-half of 1% of the Contractor's total bid and the portion of the work (expressed in dollar amount) that will be performed by each subcontractor. Contractor shall also provide a description of the type of work to be performed by each subcontractor. **Under Labor Code § 1725.5, the Contractor and all subcontractors must be registered with the California Department of Industrial Relations Public Works Contractor Database.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work in excess of one-half of 1% of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the County setting forth the facts constituting the emergency or necessity.

Subcontractor (name and location)	Description of Subcontractor Work	Subcontractor License Type and #	Estimated Portion of Work (in \$\$)
<i>Sierra Nevada Timber 2008 Piute St, South Lake Tahoe, CA 96150</i>	<i>Tree Felling</i>	<i>CG11D49 #1070066e LTO A013965</i>	<i>\$40,000.00</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.6 EXPERIENCE QUALIFICATIONS AND REGISTRATION

The Bidding Contractor and all of its Subcontractors must be registered with the California Department of Industrial Relations Public Works Contractor Database, pursuant to Labor Code § 1725.5.

The Bidder has been engaged in the contracting business, under the present business name for 6 years. Experience in work of a nature similar to that covered in the Bid extends over a period of 40 years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three years for the persons, firm or entity indicated: (Bidder may provide additional experience statements).

<u>Year</u>	<u>Owner</u>	<u>Type of Work</u>	<u>Contract Amount</u>
<u>2023</u>	<u>The Great Basin Institute / USFS</u>	<u>Tree Felling</u>	<u>\$1,157,000.00</u>
<u>2022</u>	<u>KMPUD</u>	<u>Tree Felling</u>	<u>\$13,800.00</u>
<u>2023</u>	<u>Dick Yost</u>	<u>Tree Felling Removal</u>	<u>\$13,450.00</u>
<u>2023</u>	<u>Calaveras County</u>	<u>Tree Felling Removal</u>	<u>\$128,500.00</u>

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required. (Bidder may provide additional list of plant and equipment available).

<u>Quantity</u>	<u>Name, Type and Capacity</u>	<u>Condition</u>	<u>Location</u>
<u>1</u>	<u>Skidder, Timberjack 100" diameter log</u>	<u>good</u>	<u>West Point, CA</u>
<u>1</u>	<u>Takeuchi Skid steer 4,000 LB</u>	<u>good</u>	<u>Drytown, CA</u>
<u>2</u>	<u>Stihl I-500 chainsaw 36" bar</u>	<u>good</u>	<u>Drytown, CA</u>
<u>1</u>	<u>Stihl 661 chainsaw 50" bar</u>	<u>good</u>	<u>Drytown, CA</u>
<u>1</u>	<u>Silver Tree Jack 120 Ton</u>	<u>good</u>	<u>Drytown, CA</u>

Executed on Sept. 3, 2024 at Drytown, CA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER

ONETO TREE SERVICE (Company/firm name)

Brian Oneto (Authorized signature)

Brian Oneto (Name)

owner (Title)

1.7 NON-COLLUSION DECLARATION*

NON-COLLUSION DECLARATION TO BE EXECUTED

BY

BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the OWNER of ONETO TREE SERVICE, the party making the foregoing bid for the Eagle Ditch Tree Felling Project, Phase 2 PROJECT. (units A & B)

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

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/3/24 [date], at Drytown [city], CA [state].

By: Brian Oneto

Title: owner

*Note: Public Contracts Code 7106 requires this non-collusion declaration be submitted with a bid for any public works contract of a public entity.

DECLARATION

NON-COLLUSION

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1.8 CERTIFICATION OF NON-DISCRIMINATION

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: ONETO TREE SERVICE

CERTIFIED BY:

NAME: Brian Oneto TITLE: owner

SIGNATURE: Brian Oneto DATE: Sept. 3, 2024

CLAUSE

NON-DISCRIMINATION

PK130

1.8 CERTIFICATION OF NON-DISCRIMINATION

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.


THE UNDERSIGNED CERTIFIES THAT CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR

SUBCONTRACTOR NAME: Sierra Nevada Timber

CERTIFIED BY:

NAME: Kyle Bird TITLE: owner

SIGNATURE:  DATE: 9/3/24

CLAUSE

NON-DISCRIMINATION

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1.9 CERTIFICATION OF NON-SEGREGATED FACILITIES

A certification of non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE Sept. 3, 2024

Brian Cheto

(Signature of Bidder or Prospective Contractor)

P.O. Box 95

Drytown, CA 95699

Address (including Zip Code)

CERTIFICATION

NON-SEGREGATION

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1.10 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Name of Company/Entity: ONETO TREE SERVICE

The prospective participant certifies under penalty of perjury to the best of its knowledge and belief that it and its principals and subcontractors:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government entity (Federal, State, or local).
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraphs (a) and (b) of this certification;
- (d) Have no more than one final unappealable finding of contempt of court by a federal court issued against them within the immediately preceding two year period because of failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board;
- (e) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC § 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years, or both.

Brian Oneto owner

Name and Title of Authorized Representative (Typed/printed)

Brian Oneto

Signature of Authorized Representative

Sept. 3, 2024

Date

I am unable to certify to the above statements. My explanation is below.

License Number: **A8677**

Date of Issuance: 1/1/2023

License Valid Period
1/1/2023-12/31/2024

STATE OF CALIFORNIA
THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE



ONETO TREE SERVICE
P O BOX 95
DRYTOWN, CA 95699

This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300491

dca CONTRACTORS STATE LICENSE BOARD
DEPARTMENT OF CONSUMER AFFAIRS ACTIVE LICENSE

License Number: **1028964** Entity: INDIV

Business Name: **ONETO TREE SERVICE**

Classification(s): C61/D49

Expiration Date: 07/31/2025

www.cslb.ca.gov



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Manassero Insurance Agency, Inc. United Valley Insurance Ser 255 New York Ranch Rd., Suite A Jackson CA 95642	CONTACT NAME: M Elliott
	PHONE (A/C, No, Ext): (209) 223-2551 FAX (A/C, No): (209) 223-1973
	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURED Oneto Tree Service PO Box 95 Drytown CA 95699	INSURER A : Atain Specialty Insurance Company INSURER B : United Financial Casualty Co INSURER C : State Compensation Ins Fund INSURER D : INSURER E : INSURER F :
	NAIC # 11770 35076

COVERAGES CERTIFICATE NUMBER: Master 24-25 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

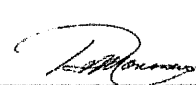
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CIP462428	11/26/2023	11/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			00770174	03/30/2024	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9215645-2024	08/05/2024	08/05/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is named as additional insured per the attached CG 20 33 04 13. Waiver of Subrogation and Primary and Non Contributing Insurance applies

CERTIFICATE HOLDER

CANCELLATION

Great Basin Institute 16750 Mount Rose Highway Reno NV 89511	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDENDUM



DATE: September 2, 2024 ADD. NO.: 1

PROJECT: Grizzly Flats Community Services District
Eagle Ditch Tree Felling Project - Phase 2
(Units A and B)

FROM: Scott Myers, Water Engineer

TO: All Bidders

*Sept 3, 2024
Received - Brian Oneto
Brian Oneto*

PAGES: 1

This Addendum forms a part of the Contract Documents and modifies the original Proposal, Technical Specifications and Agreement, dated April, 2024. Bidders must acknowledge receipt of this Addendum when submitting the Proposal. Failure to do so may subject the bidder to disqualification.

The following addresses questions posed during the prebid walk and other questions received via email.

A. General

Section 1. Bidding Requirements and Submittals

1. Time of Completion – Per contract agreement, 70 calendar days.

B. Technical Specifications

1. Clarification Regarding Bucking – By definition, "bucking" is the process of cutting a felled tree into logs or sections. Bucking all felled trees is not required, as stated in the technical specifications. However, it is also the Contractor's sole responsibility to ensure all felled trees and other debris resulting from the Contractor's activities be left in a secure and safe state, as necessary to protect people and property, which may require bucking (per specifications "Once the marked hazard trees are felled, Contractor shall partially buck and limb felled trees, leaving a sufficient number of large branches to prevent the tree from rolling" and "Secure felled hazard trees through a combination of position (perpendicular to topographic contours), maintaining all or sections of larger branches, bracing against stumps, bracing against other felled trees, etc.",

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and “Logs must be bucked and laid flat on the ground surface to stabilize the logs on hill slope”). To summarize, Contractor shall fell, limb, buck, position, and adjust felled trees to guarantee they are left flat on the ground and will not roll. If a Contractor fails to properly secure a tree, based on inspections by District or USFS personnel, the Contractor shall correct the issue as directed by District at its own expense.

2. Clarification Regarding Lopping – By definition, “lopping” is the process of trimming various sections of the tree, including branches, limbs, and sections (tops) of the trunks. The technical specifications state that “*tree -tops and limbs are to be lopped ...*”. However, depending on the tree, ground slope, tree position, tree size, tree condition, etc., some branches may remain to help stabilize the tree (per specifications “Secure hazard felled trees .. [by] *maintaining all or sections of larger branches ...*”. Per Item 1 above, it is the Contractor’s sole responsibility to secure trees on the ground and prevent them from rolling. As a licensed timber operator, the Contractor must rely on their professional judgement and experience to assess each tree, condition of the branches, slope, etc., and determine the number and length of limbs needed to guarantee the tree is stable.
3. Securing Trees – Contractor shall secure felled trees *as they proceed* with work. Securing trees as described in Item 1 above, shall be completed before proceeding with other work. Felled trees cannot be left in an unsafe condition.
4. Public Road Defined – For purposes of the contract, Big Canyon Loop Road is a public road.
5. Definition of Slash – Any material created by Contractor’s activities from felling trees, including but not limited to, debris or loose material resulting from cutting, felling, bucking, looping, repositioning trees. Contractor is not responsible for materials existing prior to their activities.
6. Pipeline Route and Location – The District Eagle Ditch and pipeline can be identified by the terraced corridor that roughly parallels Big Canyon Loop Road, generally located between 50’ and 100’ downslope of the road. In the event the contractor cannot accurately locate the Eagle Ditch, District staff will mark the areas in question.
7. Stump Shot/Stump Pull – Per contract requirements, and consistent with proper and safe forestry practices, Contractor shall leave the work areas in a safe condition prior to moving into new felling areas. This includes removing stump shot/stump pull from remaining stumps.
8. Marked Trees That Fell Naturally – Although it is expected to be infrequent, any marked trees that have fallen naturally prior to the Contractor arriving at the site shall be addressed by looping, bucking, or other means necessary to secure the tree in place. Any trees that have fallen across the Eagle Ditch or pipeline shall be removed to allow access to the pipe.
9. Big Canyon Loop Road – Road cannot be closed. However, Contractor shall provide signage to notify the public of tree felling work. Any tree felling activities that could result in trees or debris

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' falling on or across the road will require that the Contractor delay traffic until it is safe to proceed.

10. Wood Chips may be scattered in 50' road zone.

11. Log decks may be acceptable. Contractor to coordinate with USFS for details and locations.

12. Logs and log decks are the property of the USFS. No burning of logs is required or allowed.

Interested bidders can contact Cort Abney at (916) 806-3970, or cort@h2oengr.com for more information.

End of Addendum

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