

**PORT COSTA SANITARY COMMISSION
&
CROCKETT COMMUNITY SERVICES DISTRICT BOARD**

Joint Business Meeting
AGENDA FOR TUESDAY, DECEMBER 3, 2019

TIME: 4:00 PM
PLACE: Crockett Community Center, 850 Pomona Street, Crockett

The Port Costa Sanitary Commission is an agent of the Crockett Community Services District.

1. CALL TO ORDER – ROLL CALL
2. CALL FOR REQUESTS TO CONSIDER ITEMS OUT OF ORDER
3. PUBLIC COMMENTS ON NON-AGENDA ITEMS:
(The Board is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared on a future agenda.)
4. PUBLIC HEARING:
5. ADMINISTRATIVE:
 - a. Consider report on actions taken by the District Board.
 - b. Receive Self-Monitoring Report cover letters for September and October 2019. Discuss pH permit level exceedence.
 - c. Approve meeting schedule for 2020.
 - d. Approve Conditional Offer to Settle Violations of NPDES Permit CA0037885 Port Costa Wastewater Treatment Plant in the amount of \$15,000.
6. BUDGET AND FINANCE:

Consider monthly Summary Worksheet and staff report on other financial matters.
7. WASTEWATER:
 - a. Discuss Public Safety Power Shutoff (PSPS) event.
 - b. Receive proposal from L.R. Paulsell Consulting in the amount of \$9,890 to perform CCTV inspection of the collection system.
 - c. Receive and discuss proposal from Clean Harbors in the amount of \$117,658 to clean the septic tank and authorize executing contract.

- d. Authorize execution of revised contract agreement (to include baffle engineering) with HydroScience in the amount of \$36,885 for engineering services related to septic tank condition assessment.
8. REPORT OF DEPARTMENT MANAGER: (These items are typically for exchange of information only. No action will be taken at this time.)
 - a. Operations, maintenance and capital improvements.
 - b. Governmental matters.
 - c. Announcements and discussion.
 9. REPORTS FROM COMMISSIONERS: (These items are typically for exchange of information only. No action will be taken at this time.)
 - a. Budget & Finance Committee – Members Mann and Surges
 - b. Inter-agency Meetings:
 10. CONSENT CALENDAR: Consideration of a motion to approve the following item:
 - a. Approve Minutes of October 9, 2019.
 11. FUTURE AGENDA ITEMS:
 12. COMMENTS FROM COMMISSIONERS:
 13. ADJOURNMENT to January 8, 2020.

You will find the Minutes of this meeting posted on our website at www.town.crockett.ca.us Visit our website for more information on meetings and activities of the Crockett Community Services District and the towns of Crockett and Port Costa on the picturesque Carquinez Strait of the San Francisco Bay.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the General Manager at (510) 787-2992. Notification of at least 48 hours prior to the meeting or time when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California, 94525.

October 29, 2019

William Burrell
Water Resource Control Engineer
San Francisco Bay Regional
Water Quality Control Board
1615 Clay Street, Suite 1400
Oakland, CA 94612

SUBJECT: Self-Monitoring Report Submittal for September 2019 for Crockett Community Services District (CCSD) WWTP Port Costa, CA

The Legally Responsible Official (LRO) for CCSD is James Barnhill, contact phone number (510) 787-2992. The Chief Plant Operator is Nicholas Gaunt with Valley Operators, a licensed California Wastewater Treatment Plant Contract Operator (40029), contact phone number (925) 698-4636.

The CCSD Port Costa WWTP contracts laboratory testing with Eurofins Environmental Laboratories, Inc., which is an ELAP, certified lab. All sampling and testing analysis records are maintained and available for inspection during normal business hours at the contract lab located at 5063 Commercial Circle Suite H, Concord, CA 94520-8577 (925) 689-9022.

The monthly report for September 2019 and third quarter has been uploaded to the CIWQS website.


During the month of September 2019, pH exceedances occurred from August 30, 2019 thru September 3, 2019. We began accelerated monitoring and an operator began testing the pH one time per day. On September 4, 2019 and September 5, 2019, an on site laboratory test result showed a pH of 6.0 was reached.

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

Prepared by:

Nicholas Gaunt,
Chief Plant Operator

Legally Responsible Official:


James Barnhill
Port Costa Manager

cc: Casey Wichert, Valley Operators

November 25, 2019

William Burrell
Water Resource Control Engineer
San Francisco Bay Regional
Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, CA 94612

SUBJECT: Self-Monitoring Report Submittal for **October** 2019 for Crockett Community Services District (CCSD) WWTP Port Costa, CA

The Legally Responsible Official (LRO) for CCSD is James Barnhill, contact phone number (510) 787-2992. The Chief Plant Operator is Nicholas Gaunt with Valley Operators, a licensed California Wastewater Treatment Plant Contract Operator (40029), contact phone number (925) 698-4636.

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The monthly report for October 2019 has been uploaded to the CIWQS website.

During the month of October 2019, no exceedances occurred.

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

Prepared by:



Nicholas Gaunt,
Chief Plant Operator

Legally Responsible Official:



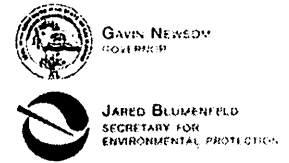
James Barnhill
Port Costa Manager

cc: Casey Wichert, Valley Operators

MEETING SCHEDULES/HOLIDAYS FOR 2020

<i>Commission</i>	<i>Jan</i>	<i>Feb</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sept</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
PLC/Recreation	6	3	2	6	4	1	6	3	14	5	2	7
Port Costa	8	12	11	8	13	10	8	12	9	14	4**	2**
Crockett Sanitary	15	19	18	15	20	17	15	19	16	21	10***	9**
District Board	22	26	25	22	27	24	22	26	23	28	18**	16**
Memorial Hall												
<i>Holidays</i>												
New Year's	1											
Presidents' Day		17										
Memorial Day					25							
Independence Day							3*					
Labor Day									7			
Veterans Day											11	
Thanksgiving Day											26, 27	
Christmas Day												25

* Observed
 ** One Week Early
 *** Tuesday



San Francisco Bay Regional Water Quality Control Board

November 25, 2019
CW-248886

Crockett Community Services District
James Barnhill, Sanitary Department Manager
(via email only to jbarnhill@town.crockett.ca.us)
850 Pomona Street
Crockett, CA 94525

**Subject: Conditional Offer to Settle Violations of NPDES Permit CA0037885
Port Costa Wastewater Treatment Plant, Port Costa, Contra Costa County**

Dear Mr. Barnhill:

This letter notifies Crockett Community Services District (Discharger) of alleged violations of discharge limitations and provides the Discharger an opportunity to settle the violations through a payment of \$15,000, the mandatory minimum penalty pursuant to Water Code section 13385. Please reply by **January 3, 2020**.

NOTICE OF VIOLATION

The Assistant Executive Officer alleges that the Discharger has violated the NPDES permit indicated above as identified in Exhibit A, which is attached to this letter and incorporated by reference. The Discharger has the opportunity to address the alleged violations as discussed below.

STATUTORY LIABILITY

Water Code section 13385, subdivisions (h) and (i), requires the assessment of a \$3,000 mandatory minimum penalty for specified serious and chronic effluent limitation violations. Failure to file a discharge monitoring report required pursuant to Water Code section 13383 constitutes a serious violation for each complete period of 30 days following the deadline for submitting the report. The Discharger may also be subject to discretionary administrative civil liabilities of up to \$10,000 per day for each violation, plus \$10 for each gallon discharged but not cleaned up in excess of 1,000 gallons. The Regional Water Board or the State Water Board (collectively the Water Boards) may assess these mandatory minimum penalties and discretionary administrative civil liabilities beginning with the date on which each violation first occurred.¹ To assess such liabilities, the Water Boards could initiate a formal enforcement action by issuing an

¹ The statute of limitations does not apply to administrative proceedings to assess mandatory minimum penalties. See *City of Oakland v. Public Employees' Retirement System*, (2002) 95 Cal.App.4th 29, 48; 3 Witkin, Cal. Procedure (5th ed. 2008) Actions, § 430. Also, the equitable doctrine of laches does not apply to mandatory minimum penalties. See State Water Board Order Nos. 2013-0053, 2013-0054, 2013-0055, and 2013-0099.

Conditional Settlement Offer
Crockett Community Services District

administrative civil liability complaint to be followed by a public hearing. Alternatively, the Water Boards could refer the matter to the Attorney General's Office for prosecution in the Superior Court. The Superior Court may assess up to \$25,000 per day for each violation, plus \$25 per gallon discharged but not cleaned up in excess of 1,000 gallons.

CONDITIONAL OFFER TO SETTLE

The Discharger can avoid a formal enforcement action and settle the alleged violations identified in Exhibit A by accepting this conditional offer as described below and in the enclosed "Acceptance of Conditional Resolution and Waiver of Right to Hearing" (Acceptance and Waiver). This offer does not address liability for any violation not specifically identified in Exhibit A.

OPTIONS FOR RESPONSE

To accept this offer, the Discharger must complete, sign, and return the enclosed Acceptance and Waiver on or before the date specified in the first paragraph of this letter.

If the Discharger chooses to contest any of the violations alleged in Exhibit A, the Discharger should identify the specific violation and the basis for the challenge (factual error, affirmative defense, etc.) on or before the date specified in the first paragraph of this letter. Regional Water Board staff will evaluate any contested violation and take one of two actions:

1. Determine that the alleged violation warrants dismissal, dismiss the alleged violation within the California Integrated Water Quality System (CIWQS) database, notify the Discharger of the dismissal, and take no further action against the Discharger for the alleged violation; or
2. Determine that the alleged violation is meritorious and notify the Discharger of that determination. The Discharger will then have 30 days from the date of the determination to accept the mandatory minimum penalty as settlement for that violation. If the Discharger chooses not to accept the settlement or does not reply to the determination, it should expect to be contacted regarding formal enforcement for the contested violation. With respect to formal enforcement, information Water Board staff receive during any formal investigation and assessment of the violation, as well as staff costs associated with pursuing enforcement and other considerations, may increase the liability beyond that set forth in this conditional offer.

CONDITIONS FOR REGIONAL WATER BOARD ACCEPTANCE OF RESOLUTION

Federal regulations require the Regional Water Board to publish and allow the public at least 30 days to comment on any settlement of an enforcement action addressing an NPDES permit violation (40 C.F.R. § 123.27(d)(2)(iii)). Upon receipt of the Discharger's Acceptance and Waiver, Regional Water Board staff will publish a notice of the proposed settlement. If staff receives no comment within the 30-day period and no new material facts are available to the Regional Water Board, the settlement will be presented to the Executive Officer who will determine whether to execute the Acceptance and Waiver as a stipulated order assessing the uncontested mandatory minimum penalty pursuant to Water Code section 13385.

If, however, significant comments are received in opposition to the proposed settlement, this offer may be withdrawn. In that circumstance, the Water Boards will also treat the Acceptance and Waiver as withdrawn. Water Board staff will advise the Discharger of any withdrawal and may

Conditional Settlement Offer
Crockett Community Services District

issue an administrative civil liability complaint and schedule a hearing before the Regional Water Board or State Water Board. For such a hearing, the Discharger will be free to argue against the alleged violations. Water Board staff will treat the Discharger's Acceptance and Waiver as if it were a settlement communication and will not use it as evidence in the hearing. Water Board staff will provide the Discharger with additional information on hearing procedures if a hearing is to occur.

If the Executive Officer executes the Acceptance and Waiver, payment of the settlement amount shall be due within 30 calendar days from the date of the Executive Officer's signature. In accordance with Water Code section 13385(n)(1), funds collected pursuant to Water Code section 13385 shall be deposited into the State Water Pollution Cleanup and Abatement Account. Failure to pay the penalty within the required time may subject the Discharger to additional liability.

OPPORTUNITY FOR SUPPLEMENTAL ENVIRONMENTAL PROJECT

In lieu of paying all of the mandatory minimum penalty to the State Water Pollution Cleanup and Abatement Account, the Discharger may elect to apply a portion of the penalty to fund a supplemental environmental project (SEP).^{2,3} One SEP option is available: the SEP Fund to supplement the Regional Monitoring Program (RMP). This SEP Fund will supplement RMP studies that would not otherwise be conducted through the RMP's annually approved cost allocations. The RMP collects data and communicates information about water quality in the San Francisco Estuary in support of management decisions to restore and protect beneficial uses of the region's waters. Information about the RMP is available at sfei.org/rmp. The non-profit San Francisco Estuary Institute manages and administers RMP funds. No funds will go to the Water Boards.

The Discharger also may choose to pay the total mandatory minimum penalty to the State Water Pollution Cleanup and Abatement Account. These options are represented in the enclosed Acceptance and Waiver.

² Water Code section 13385(l)(1) authorizes the Regional Water Board, with the Discharger's concurrence, to direct a portion of the penalty to be expended on a SEP in accordance with the State Water Board's Enforcement Policy (https://www.waterboards.ca.gov/water_issues/programs/enforcement/water_quality_enforcement.shtml). If the penalty is less than or equal to \$15,000, 100 percent of the penalty may be expended on a SEP. If the penalty exceeds \$15,000, then up to \$15,000 plus 50 percent of the penalty that exceeds \$15,000 may be expended on a SEP.

³ See *State Water Board Policy on Supplemental Environmental Projects (2017)*, page 10, and *Resolution 2018-0034*.

Conditional Settlement Offer
Crockett Community Services District

REGIONAL WATER BOARD CONTACT

Please reply to the attention of Debbie Phan, either by email or U.S. mail. If you want to discuss or have questions regarding this matter, please contact Debbie Phan at (510) 622-2116 or R2NPDES.MMPS@Waterboards.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Mumley', written in a cursive style.

Thomas Mumley
Assistant Executive Officer

**Enclosures: Exhibit A-Notice of Violation
Acceptance and Waiver**

**ACCEPTANCE OF CONDITIONAL RESOLUTION
AND WAIVER OF RIGHT TO HEARING
ORDER NO. R2-20 _____**

**Crockett Community Services District
Port Costa Wastewater Treatment Plant
End of Canyon Lake Drive, Port Costa, Contra Costa County
NPDES Permit CA0037885, Regulatory Measure 433545**

By signing below and returning this Acceptance of Conditional Resolution and Waiver of Right to Hearing (Acceptance and Waiver) to the San Francisco Bay Regional Water Quality Control Board (Regional Water Board), Crockett Community Services District (Discharger) hereby accepts the conditional offer to settle alleged violations through payment of a mandatory minimum penalty and waives the right to a hearing before the Regional Water Board to dispute the alleged violations. The violations are attached to this Acceptance and Waiver as Exhibit A and incorporated by reference.

The Discharger agrees that Exhibit A shall serve as a complaint pursuant to Article 2.5 of the Water Code and that no separate complaint is required for the Regional Water Board to assert jurisdiction over the alleged violations. The Discharger agrees to pay the penalty authorized by Water Code section 13385, which shall be deemed payment in full of any civil liability pursuant to Water Code section 13385 that otherwise might be assessed for the violations described in Exhibit A. The Discharger understands that this Acceptance and Waiver waives its right under Water Code section 13323 to contest the allegations in Exhibit A and the amount of civil liability assessed for the violations.

The Discharger understands that this Acceptance and Waiver does not address or resolve liability for any violation not specifically identified in Exhibit A.

This Acceptance and Waiver may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document. This Acceptance and Waiver may be executed by wet or electronic signature, and may be transmitted by hand, mail service, facsimile, or email. Any such signature shall be deemed to be an original signature and shall be binding to the same extent as if it were an original signature.

Upon execution, the Discharger shall return the Acceptance and Waiver to the following:

California Regional Water Quality Control Board, San Francisco Bay Region
NPDES Wastewater Enforcement Section
Attention: Debbie Phan
1515 Clay Street, Suite 1400
Oakland, California 94612

or

R2NPDES.MMPS@Waterboards.ca.gov

The Discharger understands that federal regulations set forth in Code of Federal Regulations, title 40, section 123.27(d)(2)(iii), require the Regional Water Board to publish notice of, and provide at least 30 days for, public comment on any proposed resolution of an enforcement action. Accordingly, prior to execution by the Regional Water Board's Executive Officer, this Acceptance and Waiver will be published for public comment as required by law.

The Discharger understands that the Executive Officer may execute the Acceptance and Waiver if no comments are received within the public notice period and the Executive Officer agrees that the assessment of the mandatory minimum penalty appropriately resolves the alleged violations. The Regional Water Board's resolution of the violations will preclude State Water Resources Control Board (State Water Board) action for the same violations.

The Discharger understands that the offer may be withdrawn if significant comments are received in opposition to the conditional offer. In that circumstance, Regional Water Board staff will advise the Discharger of the withdrawal and may issue an administrative civil liability complaint and schedule the matter for a hearing before the Regional Water Board or State Water Board.

The Discharger understands that funds collected for violations pursuant to Water Code section 13385 shall be deposited in the State Water Pollution Cleanup and Abatement Account.

The Discharger understands that, in lieu of full payment of the assessed mandatory minimum penalty to the State Water Pollution Cleanup and Abatement Account, it may elect to pay a portion toward a supplemental environment project (SEP). The SEP option is the SEP Fund, which supplements Regional Monitoring Program (RMP) studies that would not otherwise be conducted through the RMP's annually approved RMP cost allocations.

The Discharger understands that once the Regional Water Board's Executive Officer executes this Acceptance and Waiver, payment no later than 30 days after the date of the Executive Officer's signature is a condition of this Acceptance and Waiver. The Discharger shall pay the assessed civil liability to the State Water Pollution Cleanup and Abatement Account and/or San Francisco Estuary Institute (for the SEP Fund) as selected above. The State Water Board will send an invoice for any payment due to the State Water Pollution Cleanup and Abatement Account. The Regional Water Board will send an invoice for any payment due to the SEP Fund.

The Discharger agrees to pay the amounts indicated below to the State Water Pollution Cleanup and Abatement Account and, if chosen, the SEP Fund. The Discharger understands that the Regional Water Board will consider the Discharger to have fulfilled any SEP obligation if and when the San Francisco Estuary Institute receives the Discharger's contribution to the SEP Fund. (Place a "✓" or "✗" in one box below and fill in the blanks as appropriate. Electing to pay a portion of the assessed liability to the SEP Fund will not change the total amount to be paid.)

Acceptance of Conditional Resolution and Waiver of Right to Hearing
Crockett Community Services District
Regulatory Measure: 433545

Payment Options:

- Option 1: Pay a portion of the assessed liability to the RMP SEP Fund:
\$ _____ Amount to be paid to the SEP Fund (cannot exceed \$15,000)
\$ _____ Amount to be paid to the State Water Pollution Cleanup and Abatement Account (\$15,000 minus amount inserted above)
\$ 15,000 Total assessed mandatory minimum penalty (sum of amounts above).

Or

- Option 2: Pay the total assessed mandatory minimum liability (\$15,000) to the State Water Pollution Cleanup and Abatement Account.

I hereby affirm that I am duly authorized to act on behalf of, and to bind, the Discharger in the making and giving of this Acceptance and Waiver.

Crockett Community Services District

By: _____
Printed or typed name Title

Signature Date

Note: Please return the signed Acceptance and Waiver with Exhibit A, together

IT IS SO ORDERED PURSUANT TO WATER CODE SECTION 13323 AND
GOVERNMENT CODE SECTION 11415.60

By: _____
Michael Montgomery Date
Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region

EXHIBIT A-Notice of Violation

Discharger: Crockett Community Services District
 Port Costa Wastewater Treatment Plant, End of Canyon Lake Drive, Port Costa, Contra Costa County
 NPDES Permit CA0037885

The following table lists the alleged violations for which the Discharger is subject to civil liabilities pursuant to Water Code section 13385. The table lists the mandatory minimum penalty (MMP) that applies.

Table 1. List of Alleged Violations

CIWQS Violation ID No.	Violation Date	Parameter (unit)	Group	Effluent Limitation	Reported Value	Percent Exceedance ^[1]	Violation Type	MMP
1018773	12/31/2016	Total Ammonia, Average Monthly (mg/L N)	1	13	15.2	17	C1	\$0
1022939	2/13/2017	Total Residual Chlorine, Instantaneous Maximum (mg/L)	2	0.0	4.4	>20 ^[2]	C2, S	\$3,000
1022940	2/20/2017	Total Residual Chlorine, Instantaneous Maximum (mg/L)	2	0.0	3.6	>20 ^[2]	C3, S	\$3,000
1041093	2/28/2018	Total Ammonia, Average Monthly (mg/L N)	1	13	14.2	9	C1	\$0
1042850	3/31/2018	Total Ammonia, Average Monthly (mg/L N)	1	13	22	69	C2, S	\$3,000
1056449	1/5/2019	Biochemical Oxygen Demand, 5-day @ 20°C (BOD ₅), Average Weekly (mg/L)	1	45	150	233	C1, S	\$3,000
1056450	1/31/2019	BOD ₅ , Average Monthly (mg/L)	1	30	34	13	C2	\$0

CIWQS Violation ID No.	Violation Date	Parameter (unit)	Group	Effluent Limitation	Reported Value	Percent Exceedance ^[1]	Violation Type	MMP
1064565	8/30/2019	pH, Instantaneous Minimum (s.u.)	N/A ^[3]	6.0	5.8	N/A	C1	\$0
1064566	8/31/2019	pH, Instantaneous Minimum (s.u.)	N/A ^[3]	6.0	5.5	N/A	C2	\$0
1065884	9/1/2019	pH, Instantaneous Minimum (s.u.)	N/A ^[3]	6.0	5.9	N/A	C3	\$0
1065885	9/3/2019	pH, Instantaneous Minimum (s.u.)	N/A ^[3]	6.0	5.9	N/A	>C3	\$3,000

Total Penalty: \$15,000

Legend:

CIWQS = California Integrated Water Quality System database that the Water Boards use to track violations and enforcement.

Violation ID = Identification number assigned to each permit violation within CIWQS.

C = Count – Number of violations within past 180 days, including this violation. A penalty applies under Water Code section 13385(i) when the count is greater than three (> C3).

S = Serious. A penalty applies under Water Code section 13385(h) whenever an effluent limitation is exceeded by 40 percent or more for a Group 1 pollutant or 20 percent or more for a Group 2 pollutant.

Footnotes:

[1] Percent that a discharger's reported value exceeds the effluent limitation for a Group 1 or Group 2 pollutant.

[2] Chlorine is a Group 2 pollutant and the percent above the limit of 0.0 mg/L is more than 20 but not quantifiable.

[3] pH is not categorized as a Group 1 or Group 2 pollutant.

CIWQS Place ID: 248886
WDID: 2 071034001

PORT COSTA SANITARY DEPARTMENT

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525

Telephone (510) 787-2992

Fax (510) 787-2459

e-mail: manager@town.crockett.ca.us

website: www.town.crockett.ca.us

MONTHLY SUMMARY WORKSHEET

PREPARED FOR MTG.: 11/20/19 LATEST FUND REPORT: 11/13/19

OPERATING FUND 3425			
CASH CARRIED FORWARD:	\$22,790.76	ACCRUED DEBT:	
ACTIVITY:			
CHECKS (1148-1159)	(\$16,192.50)	PYs due CVSan Dept.	\$24,233.49
Payroll recovery	(\$2,002.55)	Loan#2 due CVSan	\$277,963.36
Investment Services	(\$42.00)		
Levy Code Fees 19-20	(314.60)		
Assr Usecode Fee 1819	(\$7.65)		
Trns from invstmnts	\$25,000.00		
CASH BALANCE:	\$29,231.46	ACCRUED DEBT:	\$302,196.85
ADV ON SUC BEG. BALANCE:	\$272,852.80		
No activity	\$0.00		
Ending Balance	\$272,852.80		
INVESTED BEGIN. BALANCE:	\$66,576.56		
Trs to cash	(\$25,000.00)		
Interest LAIF	\$543.92		
Ending Balance	\$42,120.48		
FUND BALANCE:	\$344,204.74	\\san\pc\bud&fin\wrksht	

11/17/19

Reconciliation Detail

FUND 3425 - PC SANITARY - O&M, Period Ending 11/13/2019

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Beginning Balance							362,220.12
Cleared Transactions							
Checks and Payments - 16 Items							
Transfer	10/08/2019			Payroll recovery PCSan ...	X	-1,931.10	-1,931.10
Transfer	10/08/2019			Payroll recovery PCSan ...	X	-71.45	-2,002.55
Check	10/15/2019		CONTRA COST...	Levy and assr usecode f...	X	-322.25	-2,324.80
Check	10/17/2019			Interest Service Charge	X	-42.00	-2,366.80
Check	10/18/2019	1149	Valley Operators,...	September Services	X	-4,000.00	-6,366.80
Check	10/18/2019	1152	U.S. BANK	Lab testing, alarm, softw...	X	-1,341.61	-7,708.41
Check	10/18/2019	1151	David Farnsworth...	Auditor	X	-346.35	-8,054.76
Check	10/18/2019	1148	L.R. PAULSELL ...	Sewer Cleaning	X	-230.00	-8,284.76
Check	10/18/2019	1150	BAY AREA NEW...	Advertising	X	-58.50	-8,343.26
Check	11/08/2019	1156	Valley Operators,...	Monthly Service Fee & G...	X	-4,548.00	-12,891.26
Check	11/08/2019	1153	East Bay Muni Ut...	FY 20 BACWA Members...	X	-2,478.00	-15,369.26
Check	11/08/2019	1154	Eurofins Calscien...	Lab Testing	X	-1,680.00	-17,049.26
Check	11/08/2019	1159	CD & Power	Generator service annua...	X	-1,275.00	-18,324.26
Check	11/08/2019	1157	MEYERS NAVE	General Legal Advice	X	-123.46	-18,447.72
Check	11/08/2019	1155	James Barnhill	Mileage Reimbursement	X	-86.04	-18,533.76
Check	11/08/2019	1158	Regional Govern...	Contract Services for Oc...	X	-25.54	-18,559.30
Total Checks and Payments						-18,559.30	-18,559.30
Deposits and Credits - 1 item							
Deposit	10/17/2019			Interest	X	543.92	543.92
Total Deposits and Credits						543.92	543.92
Total Cleared Transactions						-18,015.38	-18,015.38
Cleared Balance						-18,015.38	344,204.74
Register Balance as of 11/13/2019						-18,015.38	344,204.74

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019, by and between CROCKETT COMMUNITY SERVICES DISTRICT, P. O. BOX 578, Crockett, California, 94525, hereinafter called the "District" and L.R. Paulsell Consulting, a sole proprietorship/corporation, PO Box 517, Crockett, California, 94525, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the District has identified the need to clean and evaluate approximately 5,971 linear feet of sewer piping in various locations in Port Costa and has provided personal site inspections as requested to the Contractor and defined the proposed work to be done.

WHEREAS, the Contractor confirms that he has carefully examined the location of the proposed work, and he has offered to provide all the labor, materials, necessary tools and equipment, apparatus, and other means of execution and to do all of the following work in the manner and time herein set forth for the completion of:

QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1. <u>43</u> 5,971 LRP	<u>HR</u> LF LRP	Clean and televise 4" through 8" diameter gravity sewer, complete in place, per linear foot @	\$ <u>230.00</u>	\$ <u>9890.00</u>
2.	EA	Reverse set-ups, complete in place, each @	\$ <u>NIA</u>	

The total amount of this bid is Nine Thousand Eight Hundred ^{Ninety} Dollars Even (\$ 9890.00).

The Contractor understands that the estimate of cleaning and televising items hereinbefore set forth is approximate only, being given for the comparison of bids, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase the extent of any item of the work or to omit items of the work as may be deemed necessary or expedient by the General Manager and/or as required by funding limitations.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work described in this Agreement at the price and on the terms and conditions herein contained, and the District agrees to pay the Contractor the contract price provided herein at the unit prices shown above for the fulfillment of the work described in this Agreement and the performance of the covenants set forth herein.

The further terms, conditions and covenants of the contract are set forth in the following which are made a part hereof:

A. The gravity sewers to be cleaned and inspected under this Agreement are identified in EXHIBIT B attached hereto and made apart hereof.

B. The Contractor shall provide sufficient skilled workmen and a supervisor who shall be present at all times during execution of the work and who shall be thoroughly familiar with the type of work involved and the materials and techniques specified.

C. Within ten (10) calendar days of the date of Notice of Award of Contract, the Contractor shall deliver to the District a signed Agreement together with (a) the insurance certificates executed as required; and (b) a work schedule for cleaning and televising.

D. The Contractor shall notify the District no less than one week in advance of the start date so that the General Manager can notify property owners and can witness the work being done.

E. The success of an inspection program is dependent on the ability to view the internal condition of the sewer line. Immediately prior to TV inspection the Contractor shall clean each sewer line, to include the removal of foreign materials from the pipe walls to obtain a clear picture of the internal condition of the line. It is understood that normal cleaning is defined as 2 pass high pressure cleaning. The General Manager must authorize any excess or heavy duty cleaning beyond the normal standard pipeline cleaning if separate billing is to be approved.

F. All sludge, dirt, sand, rocks, grease, roots and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being clean. These materials may be disposed of at the District's pump station in Crockett if desired by the Contractor.

G. After cleaning, the sewer segments shall be video inspected and recorded by means of closed-circuit color television. Each sewer segment is identified by its upstream manhole code. The inspection shall be done one sewer segment at a time, from structure to structure. The contractor shall utilize TV inspection equipment properly sized for each pipe diameter to allow a clear, in-focus picture for a minimum of six linear feet of the entire inside periphery of the sewer pipe. The camera shall be moved through the line at a moderate rate, either by its own tractor power or by pulling with power winch or hydro equipment, at a steady speed no greater than 30 feet per minute. Manual methods such as a rope pull or a push camera will be used only when mechanical methods have been unsuccessful. If, during the inspection operation, the camera will not pass through the entire sewer segment, the Contractor shall set up his equipment so that the inspection can be performed from the opposite structure, a "reverse set-up".

H. Continuously displayed on the video monitor as part of the video presentation shall be a continuous forward read-out of the camera distance from the center of the manhole behind. The condition of the inverts at both ends of each run shall be shown. The camera shall pause at all pipe defects, sags, service connections, significant offsets and root intrusions, and infiltration points to allow a good look at these conditions. For pipelines 8" in diameter or larger the camera head shall be rotated as needed to provide information on whether each service connection is live or plugged.

J. Video recordings shall be provided to the District on DVD's or External USB in National Association of Sewer Service Companies ("NASSCO") certified Pipeline Assessment and

Certification Program ("PACP") format, version 4.2 or higher, acceptable to the District. One such software is Pipeline Observation System Management ("POSUM"). Each video recording must be accompanied by a television inspection report. The report shall contain a separate data sheet for each sewer segment that identifies the section being televised, the flow and camera directions, and indicates the measured distance to each observed pipe defect, sag, service connection, significant offset and root intrusion, infiltration point, buried structure or other unusual condition, along with the clock position of each service connection. All recordings shall be the property of the District upon delivery.

J. ~~Once work has begun, the Contractor shall diligently and continuously pursue the work to its successful completion.~~

K. ~~Traffic control measures shall follow the requirements of the Contra Costa County Public Works Department.~~

L. To gain access to easements across private property, the Contractor shall notify the General Manager no less than two working days in advance, and the General Manager shall assist the Contractor with access.

M. The Contractor shall submit to the District each video recording as soon as it is full, accompanied by the required television inspection report for each run recorded on the DVD or External Device.

N. The General Manager shall decide all questions that may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions that may arise as to the interpretation of this Agreement; all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to compensation. The General Manager shall have authority to reject work that does not conform to this Agreement. ~~His decision shall be final, and he shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.~~

O. Payment shall be made for the completed work at the unit price bid, which price and payment shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the project. Payment shall be based on the length of pipe actually recorded on DVD for each sewer segment and shall not exceed the distance from center of manhole to center of manhole measured in a straight line above ground, as verified and approved by the General Manager. When the Contractor is prevented from completing a run due to an obstruction blocking the camera, the Contractor may attempt to televise that segment from the opposite direction. Payment for this item of work will be at the unit price for each "reverse set-up" required and approved by the General Manager.

P. ~~Once each month the Contractor shall prepare an invoice for review and approval by the General Manager. The invoice shall detail only the work and pipeline footage contained on recordings already delivered to the District. Each invoice shall be paid within 30 days of the General Manager's approval, after deducting sums for unacceptable or incomplete work. No payment shall be made when, in the judgment of the General Manager, the work is not progressing in accordance with the contract conditions.~~

Q. The Contractor shall possess a contractor's license at the time the contract is entered into. Attached hereto and incorporated herein as part of this agreement is the Contractor License Certification.

R. The Contractor agrees to comply with the General Conditions of this agreement, as set forth in EXHIBIT A, attached hereto and incorporated herein as part of this agreement. The District shall not be held liable for property damage resulting from Contractor's work.

S. Contractor agrees to complete all work and deliver all recordings to the District on or before ~~December 30, 2019.~~ ^{WRP}

January 30, 2020

Executed this _____ day of _____, 2019, at Crockett, California.

 _____, Contractor

PORT COSTA SANITARY DEPARTMENT:

Joe Surges, Sanitary Commission Chair

Attest:

Dale McDonald, General Manager

CONTRACTOR LICENSE CERTIFICATION

Pursuant to the Business and Professions Code of the State of California, Section 7030:

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, 9821 Business Park Drive, Sacramento, California, Mailing Address: P.O. Box 26000, Sacramento, California 95826."

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is 849053, and the classification of said license is A, and the said license expires 10/31/2020.

L R Paulsell Consulting
Company Name

PO Box 517

Crockett, CA 94525
Business Address

By: [Signature]
Authorized Signature

Lloyd R. Paulsell
Type or Print Name

Owner
Title

Dated: 11/25/19

Corporate Seal
(If Contractor is a Corporation)

State of Incorporation:

L. R. PAULSELL CONSULTING

PIPELINE VIDEO INSPECTION AND CLEANING

GENERAL ENGINEERING CONTRACTOR

November 7, 2019

Port Costa Sanitary Department
PO Box 578
Crockett, CA 94525

Attention: James Barnhill
Subject: Port Costa CCTV Inspection

Gentlemen,

I received your request for proposal to perform CCTV Inspection on the Port Costa sewer system. Based on previous inspections and locating performed in Port Costa we are unable to quote a per foot price. The majority of the access manholes are not adequate for mainline camera access requiring the use of pushrod cameras. In addition there are known pipe deflections and size changes between access manholes. We propose to perform the inspection at the current standard rate for the CSD listed below. All of the pipes inspected will be cleaned prior to inspection.

High Pressure Pipeline Cleaning and CCTV Inspection: \$230.00 per hour

I have attached a map with what I believe are the highest priority sewer segments requiring inspection highlighted. I believe these segments can be inspected within the District's \$10,000 budget. I have also highlighted those segments on the spreadsheet sent in the RFP and attached it. In addition I have attached a sketch of inspection and locating performed in 2015, this inspection was performed without prior cleaning and the condition of the pipe could not be assessed.

Very truly yours



Lloyd R. Paulsell S.E.T.



Clean Harbors Environmental Services, Inc.
4101 Industrial Way
Benicia, CA 94510
www.cleanharbors.com

November 22, 2019

Attn: Mr. James Barnhill
Port Costa Sanitary Dept
850 Pomona Street
Crockett, CA 94525

Quote #3354154

Mr. Barnhill:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

Cleaning of Port Costas Septic Tank

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- High Pressure Cleaning Services
- Chemical Cleaning Services
- Catalyst Handling & Disposal Services
- Industrial Vacuum Services
- Environmental Waste Services
- Ultra Sonic Cleaning Services
- Pigging/Decoking Services
- Dredging Dewatering Services
- Material Processing/Tank Cleaning Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Steven D Rojas
Industrial Services Specialist
Phone: 707.747.6699



November 22, 2019
Clean Harbors Quote #3354154

Page 2 of 8

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

Clean Harbors (CH) will provide Services to remove material from the 80 x 18 septic tank located in Port Costa.

CH will supply labor materials and equipment to complete this task.

Labor rates are based on current Prevailing Wage rates.

Port Costa needs to supply a water source of 50 gpm at 50 PSI.

Port Costa to have area cleared for CH equipment as discussed on previous job walks.

CH will provide odor control during the process if needed.

This job is estimated 10 Days.



QUOTE SUMMARY

Description	Amount
TASK 1: TANK, PUMP AND CONTAINER RENTAL	\$8,361.60
TASK 2: MOBE DEMOBE TANKS AND CONTAINERS	\$3,723.20
TASK 3: CLEANING OF SEPTIC TANK	\$83,511.80
TASK 4: ODOR CONTROL	\$1,235.00
TASK 5: TRANS AND DISPOSAL	\$18,396.00
Subtotal	\$115,227.60
Estimated Recovery Fee	\$2,430.22
QUOTE TOTAL	\$117,657.82



TASK 1: TANK, PUMP AND CONTAINER RENTAL

Amount	Description	Qty/UOM	Days	Price	Total
1	Tanks,Containers,Hoses and Pumps	1 each	n/a	\$8,361.60	\$8,361.60
				Total	\$8,361.60

TASK 1: TOTAL ESTIMATE	\$8,361.60
Estimated Recovery Fee	\$0.00
Estimated total, including Fees	\$8,361.60

TASK 2: MOBE DEMOBE TANKS AND CONTAINERS

Amount	Description	Qty/UOM	Days	Price	Total
2	PICK UP, DEMOBE, DEMOBILIZATIO	1 each	n/a	\$1,861.60	\$3,723.20
				Total	\$3,723.20

TASK 2: TOTAL ESTIMATE	\$3,723.20
Estimated Recovery Fee	\$0.00
Estimated total, including Fees	\$3,723.20

TASK 3: CLEANING OF SEPTIC TANK

Amount	Description	Qty/UOM	Days	Price	Total
1	Equipment Operator	8 hour	10	\$77.15	\$6,172.00
1	Equipment Operator, Overtime	3 hour	8	\$89.45	\$2,146.80
4	Field Technician	8 hour	10	\$70.26	\$22,483.20
4	Field Technician Overtime	3 hour	8	\$84.55	\$8,116.80
1	Project Manager	8 hour	10	\$85.00	\$6,800.00
1	Supervisor	8 hour	10	\$70.26	\$5,620.80
1	Supervisor, Overtime	3 hour	8	\$84.55	\$2,029.20
1	1000psi Pressure Washer	8 day	n/a	\$100.00	\$800.00
1	2 Man Breathing System	8 day	n/a	\$502.00	\$4,016.00



Amount	Description	Qty/UOM	Days	Price	Total
1	Air Compressor 175-185 CFM	10 day	n/a	\$262.00	\$2,620.00
1	Confined Space Entry Gear (Retrieval & Rescue Equip)	8 day	n/a	\$285.00	\$2,280.00
8	Hose - Suction, 3 in X 25 ft	8 day	n/a	\$42.00	\$2,688.00
24	Level C w/CPF1,2 or Polytyvec/Changeout	1 each	n/a	\$60.00	\$1,440.00
24	Modified Level D (Tyvec, Gloves and Boots)	1 each	n/a	\$30.00	\$720.00
2	Pickup/Van/Car/Crew Cab	10 day	n/a	\$185.00	\$3,700.00
1	Pump - Double Diaphragm, 2 in	8 day	n/a	\$137.00	\$1,096.00
1	Wet/Dry High Powered Vacuum Truck/Guzzler	10 hour	7	\$129.00	\$9,030.00
1	Hose - Flex ADS, 6 in X 100 ft Roll	3 roll	n/a	\$350.00	\$1,050.00
1	Misc. Handtools	8 day	n/a	\$65.00	\$520.00
1	Rags, 50 lb / 23 kg	3 box	n/a	\$61.00	\$183.00
				Total	\$83,511.80

TASK 3: TOTAL ESTIMATE	\$83,511.80
Estimated Recovery Fee	\$2,099.50
Estimated total, including Fees	\$85,611.30

TASK 4: ODOR CONTROL

TASK 4: TOTAL LABOR, EQUIPMENT, AND MATERIAL	\$1,235.00
Estimated Recovery Fee	\$0.00
Estimated total, including Fees	\$1,235.00

TASK 5: TRANS AND DISPOSAL

DISPOSAL

Profile / Waste Code	Waste Description	Price/UOM
CNOS	NON HAZARDOUS SEMI-SOLIDS	\$162.00 / ton*



*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
CNOS	container	\$1,000.00

TRANSPORTATION

Transportation Hub	Vehicle Type	Unit Rate	Unit of Measure
Potrero Hills Landfill	Rolloff Trailer Single Container	\$636.00	Load

(1) A demurrage charge of \$107.00 per hour will apply for each hour in excess of 1 hour(s).

ACCESSORIALS

Rolloff Poly Liner	\$86.00 Each
Rolloff Container with Tarp & Bows	\$21.00 per Day
Bin Top Stabilization	\$300.00 Each
Drop off fee	\$272.00 Each
Washout of Rolloff, Intermodal or Dump Trailer	\$300.00 Each

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNOS	<p>Non Hazardous Semi-Solids</p> <p>Must be able to be landfilled No herbicides, pesticides, or cyanides Source of PCB < 50 ppm Flash point over 140°F PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL *****</p> <p>Non-hazardous Must be biodegradable No PCB pH – 2.1 to 12.4 PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM</p>

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.



GENERAL CONDITIONS

- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 60 days.
- Terms: Net 15 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 13.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.



GENERAL CONDITIONS

- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- On June 30, 2018 the EPA activated the E-Manifest system. The EPA will charge the receiving TSDf a fee per manifest. To cover the cost of the E-Manifest, Clean Harbors will charge \$20 per manifest on every invoice.
- CARRAA: The additional excise and sales tax added to the price of diesel fuel at the pump under the California Road Repair and Accountability Act (CARRAA) of 2017 has increased the cost of providing waste management services in the State of California. To off-set this extra cost, Clean Harbors is implementing a 2.00% CARRAA Fee on every invoice for a California generator.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.

ACKNOWLEDGEMENT

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

Thank you for the opportunity to be of service.

Signature	PO#	Date
-----------	-----	------

Print Name

Quote # 3354154

March 3, 2019

HydroScience Engineers, Inc.
10569 Old Placerway, Suite 100
Sacramento, CA 95829
T 916.364.1111
F 916.364.1199

James Barnhill
Sanitary Dept. Manager
Crockett Community Services District

Subject: Proposal for Condition Assessment Services – Port Costa Wastewater Treatment Plant

Dear James:

HydroScience appreciates the opportunity to propose engineering services for the subject project. This proposal addresses condition assessment services for the septic tank which serves as part of the Port Costa Wastewater Treatment Plant (WWTP).

Understanding

The Port Costa WWTP treats all wastewater generated by the community of Port Costa, a population of approximately 250. The WWTP consists of primary treatment in a septic tank, secondary treatment in a sand filtration facility, a chlorine contact tank for disinfection, and an outfall to the Carquinez Straight. The treatment system is rated for an average dry weather flow (ADWF) of 33,000 gallons per day (GPD), with a peaking factor of approximately 10 experienced during wet weather events.

The septic tank, which is the subject of this condition assessment, was originally converted in the 1960's from an old railroad oil storage vault. The age and original construction details for this tank are not available, but it is assumed the structure was installed prior to the 1940s. It is a buried concrete cast-in-place vault approximately 80 ft long by 18 ft wide. The converted tank is segmented into four chambers by redwood baffles. It has three entry manholes and one access hatch compartment on the influent side.

The septic tank has been very difficult to maintain, clean, or inspect. The downstream filters are experiencing some carryover of sludge and scum from the septic tank which should not normally occur. This impacts filter runtimes and can foul the media if left unchecked. The cause of this carryover is suspected to be reduced active treatment volume in the tank due to accumulation of densely packed sludge which cannot be successfully removed by a vacuum truck through the existing access ports. A second issue contributing to this carryover may be the failure of one or more internal tank baffles.

The District is contemplating access upgrades to the tank to improve the ability to remove sludge. This would involve cutting new hatches through the existing roof slab. Depending on the condition of the internal baffles, some tank repairs may also be required to restore normal operation. Temporary sewage bypass and trucking would be required to complete this work.

Prior to planning for such repairs, the District needs some basic questions answered, which are the subject of this condition assessment:

1. The first part of the document is a letter from the Secretary of the State to the Governor, dated 18th March 1878.

2. The second part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

3. The third part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

4. The fourth part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

5. The fifth part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

6. The sixth part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

7. The seventh part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

8. The eighth part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

9. The ninth part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

10. The tenth part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

11. The eleventh part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

12. The twelfth part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

13. The thirteenth part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

14. The fourteenth part is a report from the Secretary of the State to the Governor, dated 18th March 1878.

- Is the overall structure in sound condition and suitable for continued services as a septic tank?
- Is it structurally feasible to cut new access ports into the roof slab?
- What is the condition of the internal components (redwood baffles and support brackets)?
- What is the extent and location of accumulated sludge?
- Where should new access ports be located to facilitate more thorough and effective regular cleaning?

Scope of Services

HydroScience and its specialty subconsultants will provide a condition assessment of the existing septic tank, with assistance from Crockett CSD as described below.

1. Attend up to two meetings at the site or District offices to discuss planning of the inspection activity and review the results of the condition assessment technical memorandum.
2. After District staff drain and clean the tank to the extent feasible, conduct an entry and condition assessment of the structure as detailed in the subconsultant proposals from JDH Corrosion Consultants (JDH) and VE Solutions provided in Attachments B & C. The scope of this activity is summarized as follows:
 - a. Comprehensive visual inspection of the septic tank's concrete structures along with any metallic mechanical and piping elements
 - b. Comprehensive video inspection of the septic tank's concrete in general conformance with ACI 201.1R-08
 - c. Delamination survey on selected areas of the subject structure
 - d. Surface scratch testing and carbonation test
 - e. Surface penetrating radar will be used to determine spacing and concrete cover of reinforcement along with layout of reinforcement prior to coring
 - f. Three cores will be extracted at separate locations; with one core used to determine compressive strength a second used for durability testing
 - g. Structural Engineer will test the rebar sample to establish the tensile strength of the septic tank deck's reinforcing steel
 - h. Laboratory testing consisting of compressive strength, pH profile, Chloride profile, depth of carbonation, and general evaluation of concrete condition.
 - i. Visual assessment of locations of sludge accumulation and overall hydraulic conditions in the tank, to the extent that this can be observed.
3. The HydroScience team will perform an evaluation of data collected and prepare a technical memorandum documenting the following:
 - a. Results and observations of inspection and laboratory testing described above.
 - b. Prepare structural calculations to determine the capacity of the tank lid and if additional openings can be cut in the lid.

- c. Develop recommendations for adding openings to the lid. These will consider structural feasibility, locations of accumulated sludge, and anticipated methods for successfully removing that sludge.
 - d. Recommendations for baffle repairs or replacements.
 - e. Cost estimate for anticipated repairs.
4. A draft technical memorandum will be prepared and submitted by email in PDF format. District comments will be received and incorporated into a final technical memorandum submitted by email in PDF format.

Assumptions

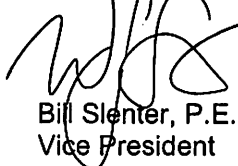
1. Crockett CSD will perform draining and cleaning of the tank to the extent feasible and will bypass sewer flows into the tank during the inspection.

Engineering Budget

HydroScience will provide the above services on a time and materials basis up to a maximum fee of \$34,800. Fees are detailed in Attachment A.

Once again, we appreciate the opportunity to propose these services. Please contact me at bslenter@hydroscience.com or at 916-273-6035 with any questions.

Sincerely yours,
HYDROSCIENCE ENGINEERS



Bill Slenter, P.E.
Vice President

Attachments:

- A. Fee Detail
- B. JDH Corrosion Consultants Proposal
- C. VE Solutions Proposal

ATTACHMENT A

Engineering Services Budget

Proposal for Condition Assessment Services – Port Costa Wastewater Treatment Plant

Revised 11/6/2019

Phase	Description	Bill Slenter Project Manager	Staff Engineer	HSE Hours	HSE Fee	Travel and Repro	VE Solutions Structural	JDH Corrosion	Direct Charges Markup	Expense Subtotal with Markup	Total Fee
		\$220	\$145								
	Septic Tank Inspection	10	10	20	\$3,650	\$75		\$13,750	\$691	\$14,516	\$18,166
	Structural Engineer Evaluation			0	\$0		\$8,000		\$400	\$8,400	\$8,400
	Structural Engineer Field Design of Baffle Replacement	1	2	3	\$510		\$1,500		\$75	\$1,575	\$2,085
	Technical Memorandum Preparation	14	35	49	\$8,155	\$75			\$4	\$79	\$8,234
TOTAL		25	47	72	\$12,315	\$150	\$9,500	\$13,750	\$1,170	\$24,570	\$36,885

ATTACHMENT A



preliminary quotation

Engineering Services Budget

Proposal for Condition Assessment Services – Port Costa Wastewater Treatment Plant

March 3, 2019

Phase	Description	Bill Slenter Project Manager	Staff Engineer	HSE Hours	HSE Fee	Travel and Repro	VE Solutions Structural	JDH Corrosion	Direct Charges Markup	Expense Subtotal with Markup	Total Fee
		\$220	\$145								
	Septic Tank Inspection	10	10	20	\$3,650	\$75		\$13,750	\$691	\$14,516	\$18,166
	Structural Engineer Evaluation			0	\$0		\$8,000		\$400	\$8,400	\$8,400
	Technical Memorandum Preparation	14	35	49	\$8,155	\$75			\$4	\$79	\$8,234
TOTAL		24	45	69	\$11,805	\$150	\$8,000	\$13,750	\$1,095	\$22,995	\$34,800

February 8, 2019

HydroScience
10569 Old Placerville Road
Sacramento, CA 95827

Attention: Bill Slenter, P.E.
Principal

Subject: Septic Tank Concrete Condition Assessment
Port Costa Sanitary District
Port Costa, CA

Dear Bill,

Pursuant to your request, **JDH Corrosion Consultants, Inc.** is pleased to provide this proposal to conduct an inspection and condition assessment of the septic tank located at the Porta Costa Sanitary District.

Our firm has performed these same types of services for several project sites throughout the Bay Area and Northern California and thus wishes to assure you that we have the experience necessary to perform the services described herein in a timely and professional manner.

Project Background & Purpose

It is our understanding that the subject septic tank currently in use by the Port Costa Sanitary District was not originally intended for use as a septic tank and was repurposed for this function. The District is now interested in performing a condition assessment of the septic tank structure in order to confirm it's effectiveness in performing the function of being utilized as a septic tank, and if not effective in that function, looking at what other functions that tank might be of use in performing.

Testing Methods

Visual Inspection

JDH personnel will conduct a comprehensive visual inspection of the septic tank's concrete structures along with any metallic mechanical and piping elements. To the extent possible, the internal and external concrete inspection will be conducted in general conformance with ACI 201.1R-08 "Guide for Conducting a Visual Inspection of Concrete in Service". All cracks and other abnormalities will be identified, characterized and recorded on drawings. Photographs will be obtained for all critical areas. Structures to inspect include, but are not limited to, any concrete structures; steel pipe support elements and process piping; and appurtenant structures such as ladders, handrails, rotating equipment, baffles, or any other structures related to the septic tank.

GoPro Video Documentation

Video documentation will be captured using a GoPro Hero camera. JDH personnel will conduct a comprehensive video inspection of the septic tank's concrete in general conformance with ACI 201.1R-08 "Guide for Conducting a Visual Inspection of Concrete in Service". High intensity LED lights will be used in an attempt to illuminate the interior of the structure as well.

Delamination Testing

In order to determine if there is any discernable corrosion of the reinforcing steel on other areas of the basins that cannot be visually verified, we will perform a delamination survey on selected areas of the subject structure.

A delamination is a separation of concrete planes, generally parallel to the reinforcement, resulting from the expansive forces of corrosion products. Upon attainment of critical size, a delamination will result in a spall. We will utilize a sounding technique, involving striking the surface of the concrete with a 4-lb. hammer, or other suitable sounding device. Good sound concrete will produce a sharp ringing tone, whereas, delaminated areas emit a dull, hollow tone. ASTM C4580 describes this test method.

Surface Scratch Testing and Carbonation Test

In order to determine if there is any discernable softening of the concrete, JDH will scratch the surface with a paint scraper, chipping hammer, or similar tool attached to a pole, in order to estimate the depth of softened concrete surfaces often associated with sulfate attack of cement pastes. JDH will apply phenolphthalein to the concrete at scratched or chipped surfaces, where accessible, in order to determine depth of carbonation.

Non-Destructive Testing and Coring

Surface penetrating radar will be used to determine spacing and concrete cover of reinforcement along with layout of reinforcement prior to coring. Perform coring operations at selected core locations. Three cores will be extracted at separate locations; with one core used to determine compressive strength a second used for durability testing (pH profile, chloride profile and depth of carbonation) and the third core shall be removed at a location in the deck where rebar is present, in order to collect a sample of the rebar for the project structural engineer. The Structural Engineer will test the rebar sample to establish the tensile strength of the septic tank deck's reinforcing steel. All core locations will be patched with Sikatop 123 Plus (NSF 61 approved).

Laboratory Testing

Determine compressive strength of extracted concrete cores in accordance with ASTM C42. Analysis of pH profile on extracted concrete cores. Chloride profile testing per ASTM C1218 on extracted concrete cores. Estimate the depth of carbonation on extracted concrete core samples. Also, a general evaluation of the condition of the concrete will be made.

Access and Safety

Access

All PPE (including safety shoes, gloves, eye protection), and any necessary cabling or rope, shall be provided by JDH for its own use.

Deliverables

Within 4 weeks after inspection, JDH will provide a detailed report of all testing. This report, including an evaluation of our findings, will be submitted to HydroScience for their use in providing direction to the District.

Fees & Terms & Conditions

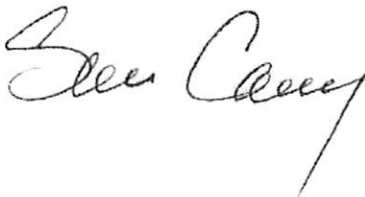
JDH Corrosion Consultants, Inc. will be pleased to provide the above-described corrosion engineering services for the following **Not-to-Exceed fees***:

Testing & Report:	\$13,750.00
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**These fees include all engineering, laboratory and support services necessary to complete the work. Charges will accrue in accordance with our standard fee schedule attached. Invoices will be submitted for work performed on a monthly basis. All invoices are due and payable within 30 days of receipt.*

We thank you for the opportunity to provide you with this proposal and look forward being of service on this important project. If you have any questions concerning this proposal, or if we can be of any additional assistance, please feel free to contact us at (925) 927-6630.

Respectfully submitted,



Sean Carey
JDH CORROSION CONSULTANTS, INC.
Operations Manager

Attachment C



VE SOLUTIONS

Agreement

VE Solutions, Inc.
650 University Ave., Suite 110
Sacramento, CA 95825
bradf@vesolutions.net
(916) 505-0519 fax (916) 514-9102

Client: Hydrosience Engineers, Inc.
10569 Old Placerville Road
Sacramento, CA 95827

Date: February 3, 2019

Project Name/Location: Port Costa Tank Investigation

VES Project No.: 18126

Project Description: Structural engineering services to investigate the structural condition of an existing 18 ft x 80 ft long x 10 ft deep buried, cast-in-place concrete tank. The tank is approx. 100 years old. The owner would also like to add additional openings to the tank lid.

Information on the rebar, concrete strength and condition of the concrete will be provided by others.

Scope of Services: Perform up to two site visits to observe the tank investigation performed by others. Using that information, prepare structural calculations to determine the capacity of the tank lid and if additional openings can be cut in the lid.

Based on the condition information and if structurally necessary propose a method to rehabilitate the tank.

Prepare preliminary plans showing the proposed improvements. The plans are not detailed and will not be suitable for construction. Construction documents can be provided as an additional service.

Documents will be signed and sealed by a California registered structural engineer.

Fee Arrangement: \$8,000

Limitation of Liability: \$1,000,000

Special Conditions: none

Offered by:

Accepted by:

signature	date	signature	date
Brad Friederichs, President	S2780		
<i>name/title</i>	<i>CA License</i>	<i>name/title</i>	
VE Solutions, Inc.			
		<i>Client</i>	

The Terms and Conditions attached are a part of this Agreement.



VE SOLUTIONS **Terms and Conditions**

VE Solutions, Inc. shall perform the services outlined in this Agreement for the stated fee arrangement.

Dispute Resolution:

Any claims or disputes between the Client and VE Solutions, Inc. shall be submitted to non-binding mediation.

Billings/Payments:

Invoices will be submitted either upon completion of services or on a monthly basis. If the invoice is not paid within 30 days, VE Solutions, Inc. may terminate the performance of the service.

Late Payments:

Invoices unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. Client agrees to pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client agrees, to the fullest extent permitted by law, indemnify and hold harmless VE Solutions, Inc., its officers, employees and subconsultants from all damage, liability and cost, including reasonable attorney's fees, arising out of the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of VE Solutions, Inc.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both parties, the Client agrees that VE Solutions, Inc. total liability for all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement shall not exceed the Limitation of Liability amount indicated in the Agreement. Such causes include, VE Solutions, Inc. negligence, errors, omissions, strict liability, breach of contract or warranty.

Termination of Services:

Either party may terminate this Agreement should the other fail to perform its obligations. In the event of termination, the Client agrees to pay VE Solutions, Inc. for all services rendered to the date of termination.

Field Representatives

VE Solutions, Inc. field personnel are for the purpose of providing project administration, construction observation and investigation of specific aspects of the project. Observation of the work by VE Solutions, Inc. personnel does not relieve the Client of the responsibility for performing the work in accordance with the plans and specifications. VE Solutions, Inc. responsibilities do not include supervision or direction of the means, methods or actual work of the Client or responsibility for jobsite safety.

Hourly Rates:

Engineer: \$150/hr

Drafter: \$100/hr

PORT COSTA SANITARY COMMISSION

of the Crockett Community Services District

P.O. Box 578 - Crockett, CA 94525
Telephone (510) 787-2992
Fax (510) 787-2459
e-mail: manager@town.crockett.ca.us
website: www.town.crockett.ca.us

MINUTES OF REGULAR MEETING, OCTOBER 9, 2019

1. CALL TO ORDER: The meeting was called to order at 7:04 PM by Chairperson Surges. Present were Commissioners Scheer, Mann, and Beauchemin, along with Dept. Manager Barnhill, and General Manager Mr. McDonald. Mr. Cusack was absent excused. Mr. Barassi was in attendance as a member of the public.
2. AGENDA ORDER: There were no requests to hear agenda items out of order.
3. PUBLIC COMMENTS: None.
4. PUBLIC HEARING: None.
5. REPORT OF DISTRICT COUNSEL: None.
- 6.a. DISTRICT BOARD ACTIONS: Mr. McDonald reported that the District Board passed six Ordinances to Codify the District Code.
- 6.b. SELF-MONITORING REPORT: The Commission received the cover letters for July and August 2019 electronic Self-Monitoring Reports (eSMR). The reports were certified and submitted through the California Integrated Water Quality System (CIWQS). During the Month of August an exceedence occurred with the pH being below 6.0 in the final effluent. Valley commenced accelerated monitoring and reported pH levels within limits on September 4th and 5th. Mr. Barnhill said the Water Board wants Valley to investigate in order to find the cause of the low pH.
- 7.a. FINANCIAL REPORT: The Commission received the monthly Summary Worksheet. No questions were raised.
- 7.b. CONSIDER DELAYING PAYMENT OF PORT COSTA LOAN: Mr. Barnhill said that a loan payment of \$47,487 due October 15, 2019 can be delayed without consequence to Port Costa. He said that the funds would be better directed toward maintenance of the septic tank. Mr. Barassi asked how Port Costa would be paying for the septic tank maintenance. Mr. McDonald said that a Sewer Use Charge (SUC) increase would be needed. Mr. Mann asked if we can delay cleaning. Ms. Scheer said that delaying maintenance is part of the problem. Ms. Scheer asked if the funds will remain in the budget if we don't clean the tank. Mr. McDonald said the funds would remain if the cleaning is not performed. Mr. Mann said he is not convinced the tank needs to be cleaned now. Mr. Barnhill said the tank needs to be cleaned and should have been fully cleaned years ago when he initially requested authorization. He said the Commission directed Staff to partially clean the tank at that time. Mr. Barnhill said it is difficult to establish the effectiveness of partial cleaning. He said the tank needs to be cleaned in order to protect the wet well, the effluent pumps, and the sand filter beds from buildup which will reduce the effectiveness and lifespan of the sand. He said the

septic tank is charged with sludge and the water may be carrying particulates over to the treatment plant which will adversely affect its performance.

7.c. AUTHORIZE SEPTIC TANK REHABILITATION FUNDS FOR BAFFLE WORK: A motion to table items 7.b and 7.c. was unanimous (as/rb).

7.d. AUTHORIZE EXECUTION OF CONTRACT WITH HYDROSCIENCE ENGINEERS INC.: A motion to execute the contract with HydroScience in the amount of \$34,800 (engineering services to be performed following septic tank cleaning) was approved unanimously (as/jm).

8. WASTEWATER: Mr. Barnhill said Ponder added bypass and dewatering to their initial proposal which increased their proposal to clean the septic tank from \$172,723 to \$185,838. Mr. Barassi said that hauling water is their business which is why the proposal is geared to hauling volume offsite. The commission made a recommendation to staff to go after more bids (as/rb).

9a. STAFF REPORT ON OPERATIONS: Mr. Barnhill reported that October 9, he attended the meeting of the Regional Water Quality Control Board (RWQCB) in Olema, CA. He said the meeting included a tour of Marshall, CA wastewater treatment facilities. He explained that Marshall is similar in population to Port Costa and their NPDES Discharge Permit was the model which helped guide research into alternative discharge study performed by Larry Walker Associates. Marshall installed septic tanks at each individual property. Homeowners are responsible for the sewer lateral from their structure to the septic tank, their responsibility includes the inlet half of the septic tank. Foreign objects flushed, such as wipes, would be captured in the inlet half of the tank, the homeowner would be responsible for maintenance, removal or repairs. The outlet end of the septic tank, is publicly owned, the tanks discharge into a force main pipeline which carries the wastewater to a filtering system for treatment, followed by disbursement to land which is the final discharge point.

9.b. STAFF REPORT ON GOVERNMENTAL MATTERS: None

9.c. STAFF ANNOUNCEMENTS: None

9.a. BUDGET & FINANCE COMMITTEE REPORT: None

9.b. INTER-AGENCY MEETINGS: None.

10. CONSENT CALENDAR: The consent item was approved unanimously (as/jm):

- a. Approve Minutes of September 11, 2019
- b. Receive Status Report on outstanding issues

11. FUTURE AGENDA ITEMS:

Settling tank cleaning proposals

12. COMMISSIONER COMMENTS: None

13. ADJOURNMENT: The meeting was adjourned at 8:12 PM until November 6, 2019.

Respectfully submitted,



James Barnhill
October 31, 2019