



SPECIAL MEETING OF THE BOARD OF DIRECTORS

AGENDA

WEDNESDAY, December 18, 2019

7:00 PM

NOTE: DIFFERENT DAY OF WEEK

President- Richard Smith Vice President-Wayne Holman Director- Marcus Dutra Director- Wayne Norton Director- James Leap General Manager- Robert Johnson Board Secretary-Louise Coombes
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I. CALL TO ORDER

II. ROLL CALL OF DIRECTORS: President Richard Smith, Vice President Wayne Holman, Directors, Marcus Dutra, Wayne Norton and James Leap.

III. PLEDGE OF ALLEGIANCE

IV. STATEMENTS OF DISQUALIFICATION

V. ADDITIONS AND DELETIONS

VI. MINUTES: Motion to approve the Minutes of the November 26, 2019 Regular Board Meeting p.3-5

VII. ORAL COMMUNICATION: *Anyone wishing to address the Board on informational items, staff reports or matters not listed on the agenda may do so during Oral Communications. Please limit your comment to three minutes. The public may comment on listed Action and Public Hearing items at the time they are considered by the Board.*

VIII. PRESENTATIONS & REPORTS

A. DIRECTORS' REPORTS

B. ATTORNEY'S REPORT

C. MANAGER'S REPORT p.6-9

D. CORRESPONDENCE p.10

IX. ACTION ITEMS:

A. Consider receiving an update regarding the proposed Carpenteria Well Rehabilitation Project; and providing direction to staff. p.11-36

Staff will present a report and DRAFT Bid Package for the proposed Carpenteria Well Rehabilitation Project for discussion and Board action.

B. Financial Reports for the Month of November 2019 p.37-42

Oakridge & Orchard Acres Assessment Districts are now included in the financial reports. Therefore, the reports show a Total Revenue of \$114,281.90; Total expenditures were \$78,550.30 between November 19, 2019 and December 11, 2019. These financials and monthly expenditures will be presented for discussion and approval.

C. Election of Officers for the 2020 Calendar Year

District Board to nominate and elect a President and Vice President to take office in January 2020

X. FUTURE MEETINGS & AGENDA ITEMS Next meeting – TUESDAY, January 28, 2020

XI. ADJOURNMENT

Next Res. # 2020-01

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of, the board. Such records shall be available at the District office located at 388 Blohm Avenue, Aromas, CA.

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**Minutes of the Regular Meeting of
the Board of Directors of the Aromas Water District
November 26, 2019**

- I. CALL TO ORDER.** The regular meeting of the Board of Directors of the Aromas Water District was called to order by President Smith on Tuesday, November 26, 2019 at 7:05 p.m. at the District office located at 388 Blohm Ave, Aromas, California.
- II. ROLL CALL.** President Smith, Vice President Holman and Directors Dutra, Leap and Norton were present. Also in attendance were General Manager Robert Johnson, Counsel Bob Bosso, Board Secretary Louise Coombes and Management Consultant Morris.
- III. PLEDGE OF ALLEGIANCE.** Vice President Holman led the pledge of allegiance.
- IV. STATEMENTS OF DISQUALIFICATION.** There were no disqualification statements.
- V. ADDITIONS AND DELETIONS.** There were no additions or deletions to the Agenda.
- VI. MINUTES.** The minutes of the October 22, 2019 Board Meeting were presented for review and approval; there was one minor correction, but no comments from the Board. Vice President Holman moved for approval of the minutes and Director Leap seconded. Minutes were unanimously approved by all Directors present.
- VII. ORAL COMMUNICATION.** There were no public comments.

VIII. REPORTS/PRESENTATIONS

- A. Director's Reports.** Director Leap reported that he and President Smith met with GM Johnson and ASO Coombes to review the new Director's Policy Manual. Once this process is complete it will be passed to Counsel Bosso for legal review before the final version is developed and approved by the Board.
- B. Attorney's Report.** Counsel Bosso reported on the Ramona Woods case in the Supreme Court from last May, the result of which may set a precedent for attacking rate increases despite a lack of protest at the time Proposition 218 was presented.
- C. Manager's Report**

OPERATIONS

One new connection was established in October at the newly annexed Eilert property, bringing the total number of connections to 964.

All water testing continues to be both, filed on time and represent satisfactory results. The finished water from the treatment plant showed no trace of iron and manganese in October, indicating the treatment plant is working correctly.

Production & Well Levels

GM Johnson reported total production, in October 2019 was similar to the previous two months of production at around 11 million gallons production, averaging out to a little over an acre foot per day, with the bulk of production from San Juan and Carpenteria Wells; Pleasant Acres was used for five days in October. Total annual production to date is 83,892,315 gallons, with system wide production loss remaining below five percent.

Reporting Operational well levels; Carpenteria Well, San Juan Well were both down one foot. Observation well levels; Marshall Well was also down one foot but Aimee Meadows Well was the same as October.

MAINTENANCE

Incidents

Three line breaks occurred during October. One on the customer side, although GM Johnson talked the customer through how to turn off the water on their side to minimize water loss. On Chateau Drive, someone had driven into a backflow device. Again, water loss was minimal, although it was discovered that the meters in that box were non-operational, so further investigation is ongoing. The break on Holly Lane was due to the failing of a PVC main line joint. Due to the timing, terrain and lack of leak severity, the repair was scheduled for the following morning and was complete within four hours. The Public Alert system was utilized to inform the majority of the customers affected; once repaired GM Johnson personally called every customer with further advice.

ADMINISTRATIVE

Staff & Board Recognition

Office staff are working on the office to increase efficiency and effectiveness with new (used) filing cabinets and new computers, without affecting productivity or the usual office schedule. One PC was non-operational on arrival and took a week for the supplier to correct the situation.

CO DeAlba and GM Johnson continued the Sanitary Survey with the (SWRCB) Engineers; answering questions and researching several items to the SWRCB's satisfaction. The subject of the alterations to the intake of two of the tanks was raised as the original Engineer attended the second visit. A resolution to this issue has now been reached in order to avoid possible external contamination of the water in the tanks.

CO DeAlba and Op Smith neatly completed the Eilert connection with some assistance from West Valley.

Conservation & Rainfall

Since October 1, 2019, zero precipitation has been recorded.

Projects

Technology Upgrade for the Office

GM Johnson commented that with the installation of the new office computers, there is already a noticeable increase in efficiency.

Technology Upgrade for SCADA

XiO Phase III hardware recently arrived; Operations Staff are working the installation into their schedule. This includes communication with Carr Booster and Tank, a special antenna on Oakridge Tank which picks up the signal on Cole and Carr Tanks and thereby avoids having to install modems on both tanks and the consequent monthly charges.

Vice President Holman queried how the office operated during the recent Public Safety Power Shutoff (PSPS) power outage. GM Johnson outlined that a 7000W generator had been obtained by CO DeAlba with heavy duty cabling providing power to everything except the printer/copier; staff saved documents to PDF for printing later. The generator rental fee was most effective for a week, which meant the generator remained in place in case the PSPS event lasted longer.

GM Johnson reported that during the PSPS, the SCADA computer had difficulties, but CO DeAlba managed to resolve this problem. The Generac generator at Carpenteria Well was in operation during the event, but the San Juan and Pleasant Acres Wells did not lose power due to their location.

Annexation Update for Cole Road

GM Johnson recently attended the LAFCo meeting to follow the Cole Road annexation process. Mr. Capron and Ms. Rekedal were also in attendance; Ms Rekedal made a statement about their situation at the meeting and the annexation passed. Mr Capron already met with GM Johnson to discuss the timing of the connection. Of the four parcels, one already has a meter but their billing will change now that they are annexed; two are planning to connect soon and the fourth parcel owner is currently using their own well.

- D. **Correspondence:** GM Johnson drew the Board's attention to a number of items regarding the Cole Road annexation; letters of the District's support for groundwater sustainability agency formation grants for San Benito County District Agency and Pajaro Valley Water Management Agency. Follow up correspondence between GM Johnson and K Graff of the SWRCB DDW regarding questions from the recent system sanitary inspection.

Vice President Holman queried the content of the email from J Sweigert, SWRCB regarding Searle Road and Hwy 101; GM Johnson remarked Ms Sweigert had been approached by a property developer, but the details of the inquiry were somewhat vague, so could not really provide answers, however it is likely that the developer is potentially seeking water from the District in the absence of water being obtained from Searle Well due to zone/boundary issues. Director Norton commented that this is likely to be part of the node development plan.

IX. ACTION ITEMS

A. Consider receiving a report regarding the proposed rehabilitation strategy for the Carpenteria Well

GM Johnson reminded the Board of the issues previously discussed regarding the performance of Carpenteria Well. At the Board Meeting in October, an analysis of the bacterial type was presented; the presence of iron reducing bacteria only indicates no chemical treatment is necessary, only mechanical cleaning.

GM Johnson outlined the steps involved in cleaning the well; removal of pump motor, insert device to brush the well column and perforations; surge pumping; super chlorination; test pump to remove the chlorine prior to reinstalling the District’s pump. This was followed by video footage of a similar well cleaning; video will also be taken in the Carpenteria Well prior to, and after, cleaning with a summary.

GM Johnson presented four estimated bids with price differences between the lowest and each of the other contractors recommended by the Consultant Hydrogeologist. The main reasons for the difference in pricing is that the least expensive bid was presented by Maggiora because they own, as opposed to renting, the cleaning equipment, as well as being local to the District.

GM Johnson expressed the urgency of this project due to lower usage in the winter months.

After lengthy discussion amongst all Board members, President Smith directed GM Johnson to move forward in preparing a bid packet from all contractors currently on the list, based on specific parameters to possibly be presented in December or January.

B. Financial Reports for the Month of October 2019

On the **Balance Sheet**, *Total Assets / Liabilities & Equity* are \$11,208,272.54, of which *Total Current Assets* are \$4,380,886.99, and *Total Fixed Assets* are \$6,686,935.75. In *Liabilities*, the *Total Current Liabilities* are \$358,004.98 and *Long-Term Liabilities* are \$4,724,423.08.

The total revenue for October was \$122,334.15. Total expenditures were \$158,768.00 between October 16 and November 18, 2019.

In the **P&L Report**, *Water Revenue* for October was \$122,334.15; around 3% less than budgeted.

GM Johnson drew the Board's attention to the connection fee from Mr Eilert, who is now connected.

In Operations, GM Johnson explained that the cost of chlorine has risen by 25% since 2018. Although there are several local chlorine suppliers, their delivery schedule and methods often makes their vendorship untenable. Water Treatment costs will need to be amended at the mid-year budget review.

The power costs for San Juan Well are still high; if Carpenteria Well’s production was improved, San Juan Well would be utilized less to reduce the power cost. Alternatively, the ability to have solar power generated elsewhere, but utilized at San Juan Well may be a possibility; GM Johnson will be researching this matter.

In the **Monthly Expenditures**, GM Johnson drew the Board's attention to the purchase cost of the new computers, and the payment of the City National Loan.

Director Leap moved to accept the Financial Reports as presented; seconded by Vice President Holman. The Financial Reports were unanimously approved with all Directors present.

X. FUTURE MEETINGS & AGENDA ITEMS

The next meeting will be on **Wednesday, December 18, 2019 at 7:00pm** at the District Office; 388 Blohm Ave.

XI. ADJOURNMENT. President Smith adjourned the meeting at 8:31pm until Wednesday, December 18, 2019.

Read and approved by: _____
President, Richard Smith

Attest: _____
Board Secretary, Louise Coombes

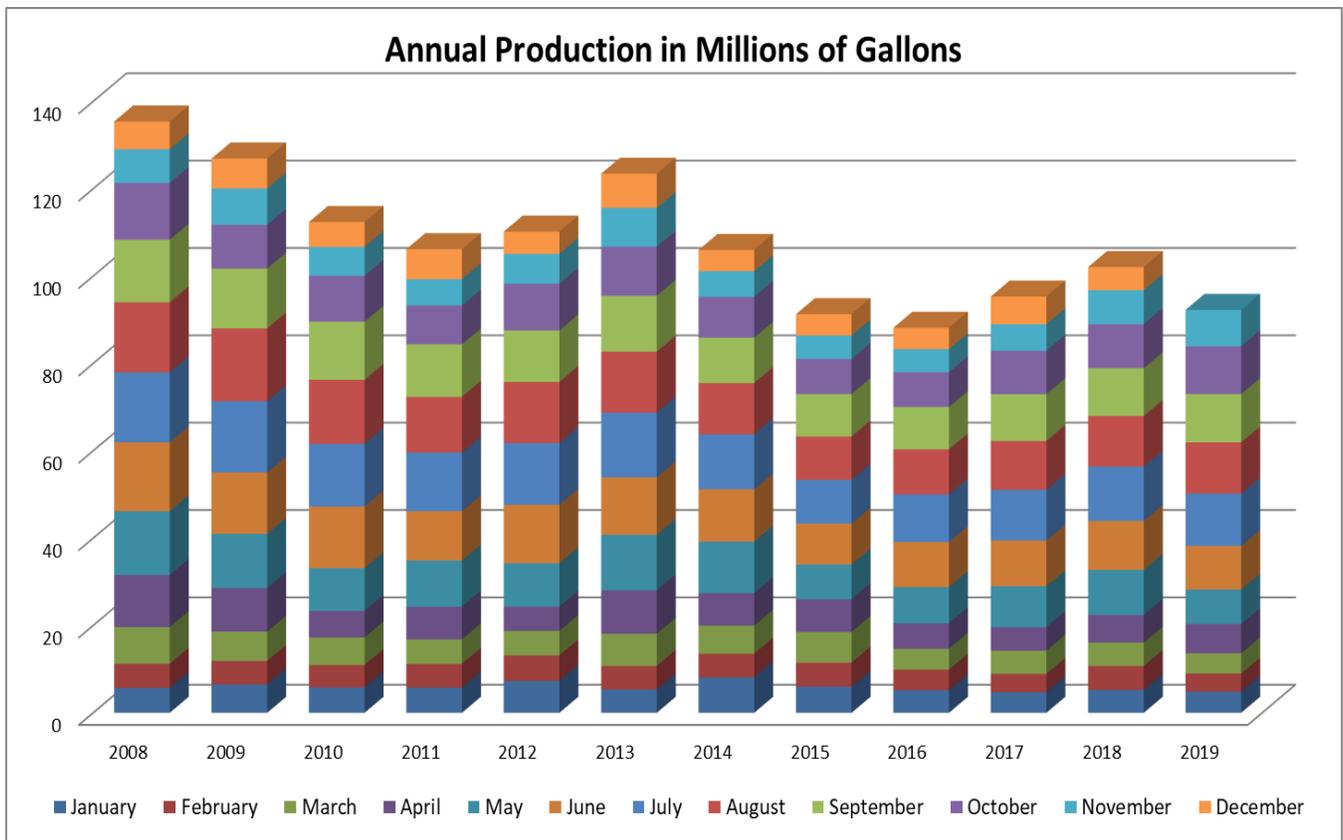
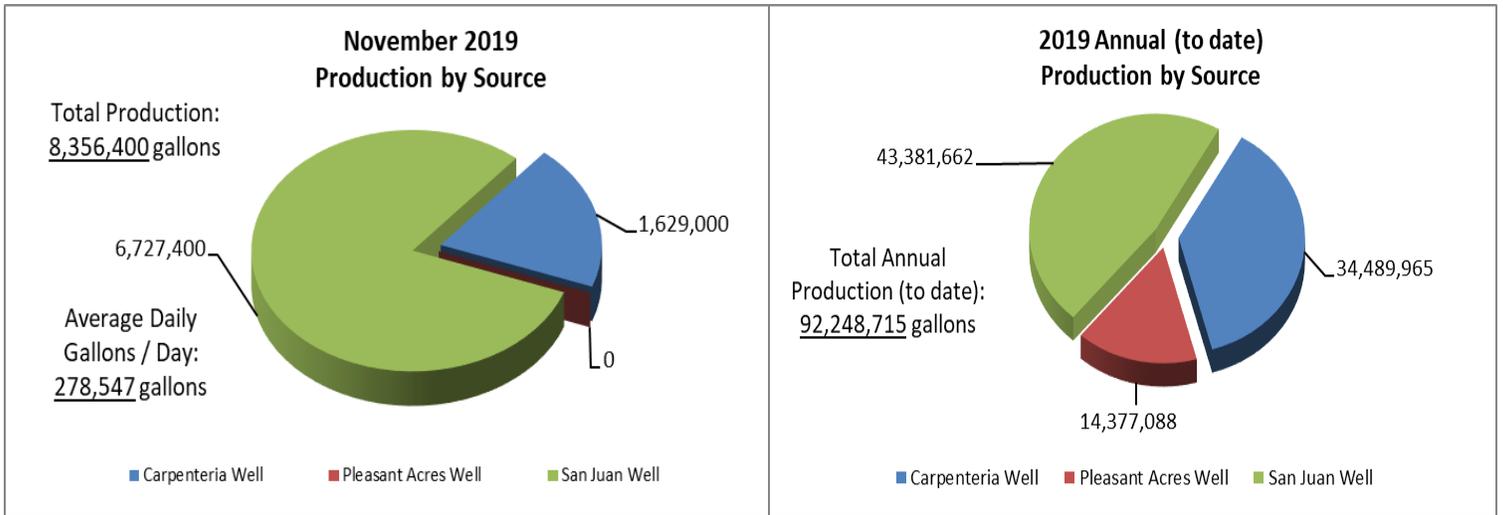
Date: _____
5

Date: _____

General Manager's Report November 2019



PRODUCTION REPORT



Totals	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Million Gal	135.38	126.9	112.37	106.15	110.17	123.42	105.97	91.27	88.152	95.304	102.07	92.247
Acre Ft	415.4	389.4	344.8	325.7	338.05	378.7	325.16	280.05	270.49	292.43	313.18	283.05

OPERATIONS AND MAINTENANCE REPORT

OPERATIONS:

- There are 964 total meters installed.
- Carpentaria and San Juan wells were operational the entire month, while Pleasant Acres well was not utilized at all this month.
- Water Treatment Plant; finished water was free of both iron and manganese this month.
- Distribution testing for total Coliform; all samples negative.
- All monthly DWR reports on Coliform, and Fe / Mn were filed on time.
- WTP filters are being backwashed when necessary.
- Monthly Generator in-house 15-minute testing under load.
- Monthly well-level monitoring (see attached chart).

MAINTENANCE:

- Preventative maintenance and flushing were performed, as needed
- Chlorine chemical pump maintenance and analyzer maintenance at all wells was performed
- Additional maintenance tasks are being performed as time allows

INCIDENTS:

- There has been one incident as of the time of this writing:
 - Near 131 Carr Avenue – saddle break on 8” AC line

ADMINISTRATIVE REPORT

STAFF & BOARD RECOGNITION:

- CSR Bowman, AC Girõn and ASO Coombes continue to do a great job after the new office computers were installed. Usually there is a transition period that can cause some slowdowns; however, the office has remained friendly and productive.
- CO DeAlba and Operator Smith have been working diligently on checking backflow devices attached to the AWD Water System. Staff currently does this effort for free, while it is the customers’ who have backflow devices responsibility. Consultants that perform this task can charge anywhere from \$200 to \$500 for each device checked. This may be an opportunity for additional revenue in the future.
- CO DeAlba is working with the District’s electrician to establish back-up power to Carr Booster and Oakridge Boosters in the event of power loss.

CONSERVATION UPDATE:

October 2019 usage figures are indicative of a reduction in water use as the summer season ends and fall begins. Customers were reminded to adjust their irrigation systems for the winter.

October 1, 2019 marked the start of a new water year. As of the date of this report, the rain gauge at Chittenden Pass has recorded 7.60 inches of precipitation this water year, with 5.56 inches coming in the month of December.

PROJECTS:

1. Carpenteria Well Rehabilitation Project

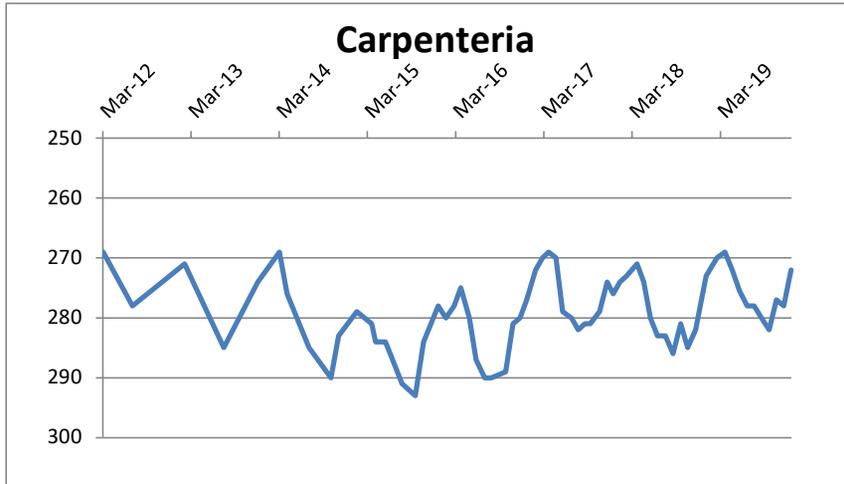
The Board of Directors directed staff to develop a Bid Package document that will be presented to the Board at this meeting. This document has taken some time to develop thoroughly for presentation and subsequent distribution.

2. Technology upgrade - SCADA

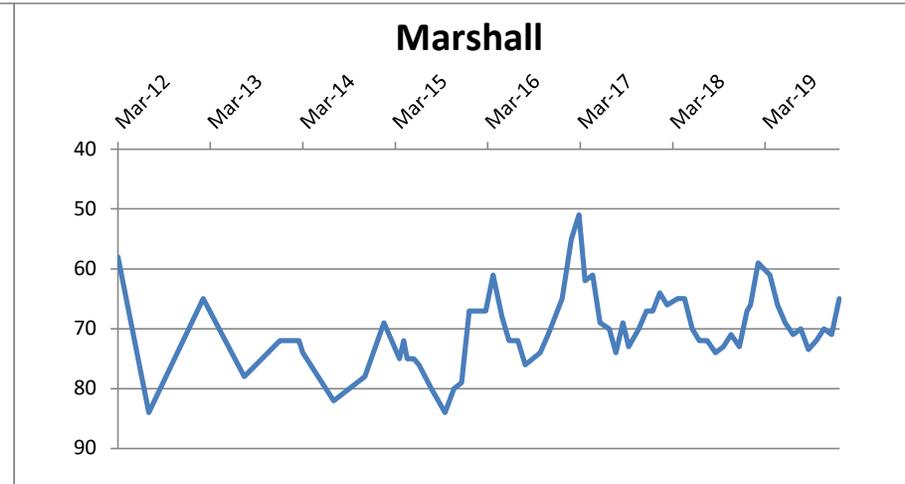
In the Fiscal Year 2019-2020 Budget, Phase 3 of the XiO (SCADA) implementation was budgeted. The configuration for this phase will include the outfitting of the Carr Booster Station and Carr Tank. Additional installs were added due to price reductions in XiO hardware. Additionally, Cole Tank will be placed on the XiO System and a special antenna will be placed on the Oakridge Tank as a data reception device, thus saving the monthly charges related to utilizing additional communication equipment. The Phase 3 equipment has just arrived, and staff is working on a schedule to install it in the field.

Robert Johnson
General Manager
December 11, 2019

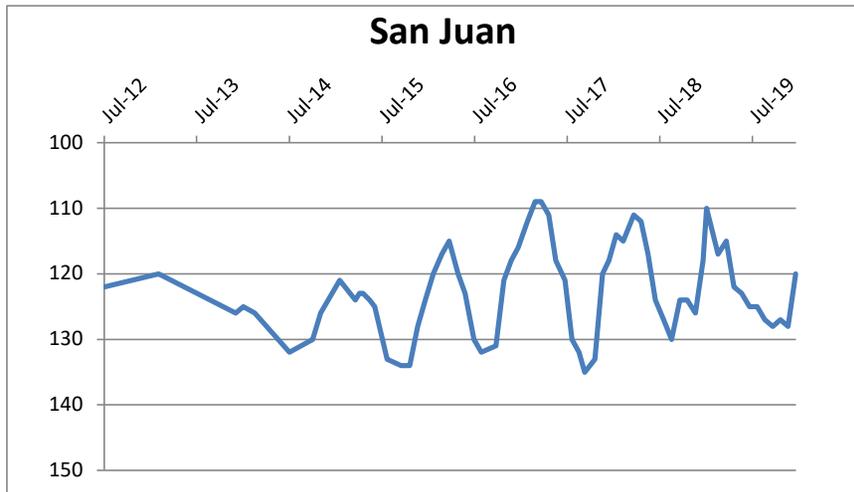
Well Water Level Monitoring
 Depth to Water Measurements
 Date: December 10, 2019



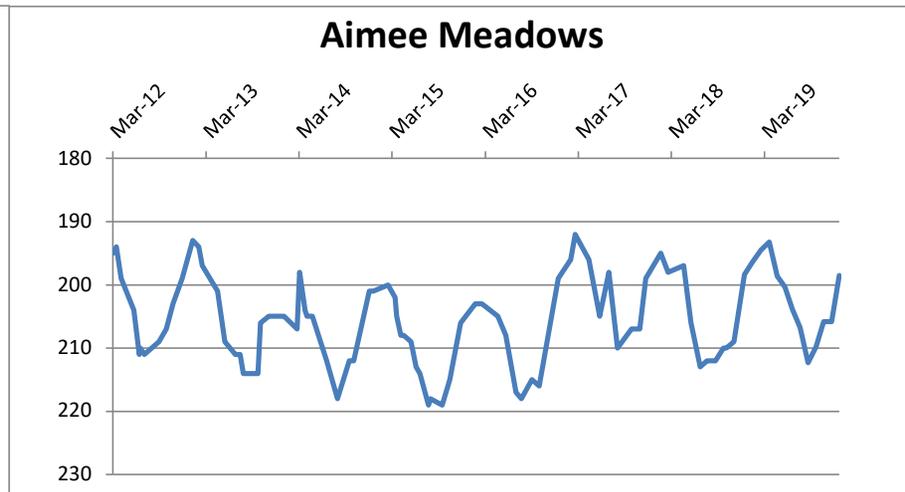
Carpenteria Well (production): Previous Read = 278 feet; Current Read = 272 feet



Marshall Well (monitoring): Previous Read = 71 feet; Current Read = 65 feet



San Juan Well (production): Previous Read = 128 feet; Current Read = 120 feet



Aimee Meadows (monitoring): Previous Read = 206 feet; Current Read = 198 feet

CORRESPONDENCE LIST: 11/19/2019 - 12/11/2019

DATE	TYPE	TO	FROM	SUBJECT
11/20/19	E	K Graff, SWRCB	R. Johnson, AWD	Follow Up After [Water System] Inspection
11/20/19	M	R. Johnson, AWD	E Gladbach, ACWA JPIA	President's Special Recognition Award Certificate
11/21/19	M	AWD	D Kyburz, ACWA JPIA	2019-2020 Liability Program Renewal Coverage
11/22/19	E	AWD	ACWA	ACWA Advisory – PFAS in Drinking Water
11/27/19	E	L Coombes, AWD	V Silva-Gil, CalPERS SSA	Step 4 revised [of Section 218 Process]
12/2/19	E	R. Johnson, AWD	S Capron, Cole Road	Meter Location
12/2/19	M	AWD	Monterey County Clerk	Fee Increases Effective January 1, 2020
12/3/19	E	R. Johnson, AWD	R Smith, AWD Board Pres.	Notice of Water Line / Service Lateral Break
12/4/19	E	S Capron, Cole Road	R Johnson, AWD	Meter Location
12/4/19	E	AWD	R Bosso, AWD Counsel	Recent Cases [<i>with potential impact to AWD</i>]
12/5/19	E	R. Johnson, AWD	S Capron, Cole Road	Meter Location [<i>& response</i>]
12/5/19	E	R. Guerrero, PV Water	R Johnson, AWD	4 th Quarter Water Production Report
12/6/19	E	SWRCB	R Johnson, AWD	Monthly Fe & Mn Field Test Results
12/9/19	E	B. Walker, Summerland	R Johnson, AWD	Memorializing our conversation from this morning
12/9/19	E	R Bosso, AWD Counsel	R Johnson, AWD	DRAFT Carpenteria Well Rehabilitation Project Bid Package
12/10/19	E	SWRCB	R Johnson, AWD	Monthly Summary of Coliform Monitoring
12/10/19	E	SWRCB	R Johnson, AWD	Quarterly Report for Disinfectant Residuals

Staff Report



To: Board of Directors

Re: Item IX.A – Consider receiving an update regarding the proposed Carpenteria Well Rehabilitation Project; and providing direction to staff

Date: December 11, 2019

Summary / Discussion

In early 2017, the Carpenteria Well was treated with a chemical mixture to facilitate the removal of iron bacteria. Due to circumstances beyond staff’s control, the entire volume of treatment solution was not able to be utilized in the well.

Over the last year, the Carpenteria Well has had some production challenges that have been discussed at various Board of Directors’(BOD) meetings. In response to these production challenges, a rehabilitation strategy has been contemplated over the last few months. Initially, the District could not perform any type of cleaning or rehabilitating work since the summer months were coming when the well was needed most. Using the Carpenteria Well is beneficial to the District’s bottom line with the offset in costs related to the use of solar power.

At the previous two BOD meetings, a rehabilitation strategy and workplan have been put forward. The BOD directed staff to come back to them with a Request for Proposals (RFP) Bid Package type document. A DRAFT of a Bid Package follows this report in the BOD Packet and will be presented at the December BOD meeting for acceptance or approval.

If the Bid Package document is accepted (or approved), staff can then release the Bid Package to contractors for review and response. The deadline for submittal of proposals is Wednesday, January 15, 2020. That way, the submittals can be reviewed, evaluated and presented at the January BOD meeting.

Staff Recommendation

Receive the report, accept or approve the Bid Package document and provide direction to staff

Submitted by:

Robert Johnson
General Manager

PO Box 388
388 Blohm Avenue
Aromas, CA 95004
Phone: (831) 726-3155
FAX: (831) 726-3951



AROMAS WATER DISTRICT NOTICE INVITING BIDS

The Aromas Water District is inviting bids, pursuant to the attached specifications, for the following:

Bid Items:

Carpenteria Well Rehabilitation Project

Additional information may be obtained by contacting:

Robert Johnson
Aromas Water District
388 Blohm Avenue
Aromas, CA 95004
(831) 726-3155
robert@aromaswaterdistrict.org

All bids must be sealed and submitted before 3:00 p.m. Wednesday January 15, 2020 to the following:

Robert Johnson
Aromas Water District
388 Blohm Avenue
Aromas, CA 95004

**NOTE: Please mark on the outside of your envelope:
"Sealed Bid, "Carpenteria Well Rehabilitation Project"**

CONTRACT AND TECHNICAL SPECIFICATIONS

FOR

CARPENTERIA WELL REHABILITATION PROJECT



General Conditions

This Agreement will become effective on the date of execution set forth below and will continue in effect until terminated as provided herein. The form of contract for this Project is attached hereto for contractor's information and reference.

The Management Division of the Aromas Water District (District) shall be the representative for all purposes under this Agreement. The District's General Manager, or their designated representative, hereby is designated as the Contract Manager for the District. He shall supervise the progress and execution of this Agreement.

All work shall be in conformance to local, State and Federal laws and regulations.

The work is subject to State of California Prevailing Wages and Contractor and all subcontractors shall pay workers no less than the amounts specified by the Department of Industrial Relations for appropriate labor classifications.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of Contractor.

Prior to commencement of work tasks, the Contractor shall have a documented, in place, safety program which meets all CAL-OSHA/FED-OSHA regulations.

Contractor shall:

- a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the work and lawful prosecution of the services to be performed by the Contractor under this Agreement;
- b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the services under this Agreement;
- c. At all times observe and comply with, and cause all of its employees to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees mentioned above;
- d. Immediately report to the District's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

Insurance: The Contractor shall obtain and possess insurance coverage as specified herein and as approved by the Engineer. Liability insurance shall conform to the provisions of Section 7-1.12 "Responsibility for Damage" of the Standard Specifications and these General Conditions and Special Provisions.

Policy limits shall meet or exceed the amounts as follows:

- | | |
|--|--|
| a) Bodily Injury Liability | \$1,000,000 Each Person |
| | \$2,000,000 Each Occurrence |
| Property Damage Liability | \$1,000,000 Each Occurrence |
| b) A single limit for Bodily Injury Liability & Property Damage Liability combined of: | |
| | \$1,000,000 Each Occurrence |
| | \$1,000,000 Aggregate |
| c) Automobile Liability | \$1,000,000 Each Occurrence |
| d) Workmen's Compensation | Statutory |
| e) Employer's Liability | \$1,000,000 per incident for bodily injury or disease |
| f) Course of Construction provisions | Completed value of the project with no coinsurance penalty |

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers, and the design engineer; or Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, volunteers, and agents are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or endorsement to Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers or agents shall be excess of Contractor insurance and shall not contribute to it.
3. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

The Course of Construction policy shall contain the following provisions:

1. The District shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the District.

All insurance required by this section shall be placed with insurers with a current A.M. Best's rating of no less than A: VII and shall be licensed to operate in the State of California.

Approved insurance forms are attached to the Special Provisions.

Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this section. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Maintenance Bonding: Contractor shall furnish an approved Surety Company Bond equal to ten percent (10%) of the total amount of the Contract that shall hold good for a period of one year after the date of the filing of the Notice of Completion with the County Clerk. Said Bond shall protect the District against the result of faulty material or workmanship during that time. Recordation of the Notice of Completion shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract. The form of Maintenance Bond is attached to the Special Provisions.

Payment and Completion: The District will retain 10% of all payments due the Contractor for a period of thirty-five (35) calendar days after the filing of a project Notice of Completion at the San Benito County Recorder's office. In lieu of this retention, the Contractor may submit evidence that all laborers, subcontractors and materials suppliers have been paid in full and, upon approval of the Engineer, the remaining 10% will be paid to the Contractor.

Beginning the Work and Time of Completion: The Contractor shall complete work within thirty (30) working days after receiving the Notice to Proceed verifying that the contract has been approved by District. Failure to diligently prosecute the Project may result in assessment of Liquidated Damages or termination of Contractor's control over the work and taking over the work by the District.

Liquidated Damages: It is agreed by the parties to the contract that, in case all work called for under the contract is not completed before or upon the expiration of the time limit set forth in these General Conditions, damage will be sustained by the District, and that it is and will be impracticable to determine the actual damage which the District will sustain by reason of such delay; and, it is therefore agreed that Contractor will pay to the District the sum of Five Hundred Dollars (\$500.00) for each and every calendar day delay beyond the expiration of said time limit. Contractor agrees to pay such Liquidated Damages as herein provided, and in case the same are not paid, agrees that the District may deduct the amount thereof from any moneys due or that may become due Contractor under the contract.

Special Provisions

Safety: All work shall be performed in accordance with the requirements of the State of California Division of Industrial Safety. The Contractor shall conform to the permit requirements of the Division of Industrial Safety and shall obtain a trenching permit directly from said State Office prior to such activity.

The Contractor's attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans. (Note: Contractors are hereby advised that the independent monitoring regulations of OSHA, as enforced by CAL OSHA officers, are to be complied with at all times).

Effluent Discharge: Contractor shall treat fluids before disposal (neutralize, dechlorinate, etc.). Fluids must be neutralized to a pH of approximately 7 before disposal. Dechlorinate fluids using sodium thiosulfate or similar method.

**AROMAS WATER DISTRICT
CONTRACT FOR
CARPENTERIA WELL REHABILITATION PROJECT**

This Agreement is made upon the date of execution, as set forth below, by and between,

Insert Contractor name and address

(hereinafter referred to as “**CONTRACTOR**”), and the **AROMAS WATER DISTRICT** (hereinafter referred to as “**DISTRICT**”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.00 GENERAL PROVISIONS

1.01 WORK TO BE PERFORMED BY CONTRACTOR: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by, **DISTRICT** and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the **CONTRACTOR** agrees to do all the work and to furnish all the materials, except such as are mentioned in the specifications to be furnished by **DISTRICT**, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the **DISTRICT**, this project in accordance with the Proposal, the General Conditions and Special Provisions and the general prevailing wage rates as determined by the Director of Industrial Relations of the State of California; which said General Conditions, Special Provisions, Standard Specifications, Standard Plans and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof. The work to be done is shown upon plans and in specifications entitled:

CARPENTERIA WELL REHABILITATION PROJECT

which said plans and specifications are hereby made a part of this contract.

1.02 COMPENSATION: CONTRACTOR agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said party of the first part and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension of discontinuance of work and for well and faithfully completing the work, and the whole thereof, and in the manner and according to the plans and specifications, and the requirements of the District.

Owner shall pay contractor for completion of the work in accordance with the contract documents amounts that follow, subject to adjustment under the contract, with prices stated for materials and labor provided by CONTRACTOR, attached hereto as an exhibit. **CONTRACTOR** guarantees that maximum amount payable by the **DISTRICT** for the sum of the cost of the work, including full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, plus the contractor's fee will not exceed \$_____ (the "Guaranteed Maximum Price"), subject to increases or decreases for changes in the work.

2.00 OBLIGATIONS OF CONTRACTOR

2.01 LAWS TO BE OBSERVED. CONTRACTOR shall:

a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONTRACTOR** under this Agreement;

b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in **CONTRACTOR's** performance under this Agreement, or the conduct of the services under this Agreement;

c. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

d. Immediately report to the **DISTRICT** Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

2.02 WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFITS: DISTRICT and CONTRACTOR intend and agree that **CONTRACTOR** is an independent contractor of **DISTRICT** and agree that **CONTRACTOR** and **CONTRACTOR's** employees and agents have no right to Workers Compensation and other employee benefits from the **DISTRICT**. **CONTRACTOR** agrees to provide Workers Compensation and other employee benefits, where required by law, for **CONTRACTOR's** employees and agents. **CONTRACTOR** agrees to hold harmless, defend and indemnify **DISTRICT**, from any and all claims for injury, disability, or death of **CONTRACTOR** and **CONTRACTOR's** employees or agents. **CONTRACTOR** certifies that it is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of the work of this contract. The statement of prevailing wages hereunto annexed is hereby specifically referred to and by this reference is made a part of this contract.

2.03 INDEMNIFICATION: CONTRACTOR shall defend, indemnify, and save harmless **DISTRICT**, their elected officials, officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising directly or indirectly out of this Agreement, or attempted performance of the provisions hereof, including, but not limited to those predicted upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor

vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to **CONTRACTOR's** "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of **CONTRACTOR** or its agents, employees or other independent **contractors** directly responsible to **CONTRACTOR**, providing further that the foregoing shall apply to any act or omissions to act, committed jointly or concurrently by **CONTRACTOR** or **CONTRACTOR's** agents, employees or other independent **contractors** and the **DISTRICT**, its agents, employees or independent **CONTRACTORS**, provided further as follows:

a. That **DISTRICT** does not, and shall not, waive any rights against **CONTRACTOR** which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by **DISTRICT**, or the deposit with **DISTRICT** by **CONTRACTOR**, of any of the insurance policies hereinafter described.

b. That the aforesaid hold-harmless agreement by **CONTRACTOR** shall apply to all damages and claims for damages of every kind suffered by reason of any of the aforesaid operations of **CONTRACTOR** or any agent or employee of **CONTRACTOR** regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

c. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the proven sole active negligence or proven willful misconduct of the **DISTRICT**.

2.04 INSURANCE: **CONTRACTOR** shall not commence work under this Agreement until it has obtained all insurance required pursuant to the General Conditions set forth in the Invitation to Bid and such insurance shall have been approved by **DISTRICT** as to form, amount and carrier.

3.00 TIME FOR COMPLETION OF THE WORK

The scope of work set forth in this agreement shall be completed within thirty (30) working days from the Contractor's receipt of the Project's Notice to Proceed. Time is of the Essence. Time extensions may be allowed for delays caused by **DISTRICT**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONTRACTOR**. Liquidated Damages may be assessed for delays caused by the **CONTRACTOR** as set forth in the general conditions.

4.00 INSPECTION

CONTRACTOR shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the work of **CONTRACTOR** is being performed in accordance with the requirements and intentions of this Agreement and the Specifications. All work done and all materials furnished, if any, shall be subject to the **DISTRICT** inspection and approval. The inspection of such work shall not relieve **CONTRACTOR** of any of its obligations to fulfill its Agreement as prescribed.

5.00 OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of **CONTRACTOR** pursuant to this Agreement shall become the permanent property of the **DISTRICT** and shall be delivered to the **DISTRICT** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the **DISTRICT** upon completion of the work and payment of monies earned and due to the **CONTRACTOR**.

6.00 MISCELLANEOUS

6.01 **REMEDIES**: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 **NO WAIVER**: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

6.03 **ASSIGNMENT**: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in the Cal Trans Specifications.

6.04 **ATTORNEY FEES**: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.05 **TIME FOR PERFORMANCE**: Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.06 **NOTICES**: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

DISTRICT

Robert Johnson, General Manager
Aromas Water District
PO Box 388
388 Blohm Avenue
Aromas, CA 95004

CONTRACTOR

6.07 **GOVERNING LAW:** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

6.08 **BINDING EFFECT:** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **DISTRICT** to any assignment of this Agreement or any interest in this Agreement.

6.09 **SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.10 **INCORPORATION OF PROPOSAL:** It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6.11 **PLANS AND SPECIFICATIONS:** If a discrepancy in terms between the specifications and/or plans exists, the most stringent will be controlling, unless the District Engineer approves in writing the Contractor's request to follow the less stringent term or terms.

6.12 **DUE AUTHORITY:** The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

6.13 **CONSTRUCTION:** The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

6.14 **AMENDMENTS:** Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

Executed on _____, 2020, at Aromas, California.

CONTRACTOR

AROMAS WATER DISTRICT

By: _____

By: _____

Robert Johnson, General Manager

ATTEST:

By: _____

DRAFT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Aromas Water District hereinafter designated as "District" has awarded

Insert Contractor name and address

hereinafter designated as "Principal", a contract for **CARPENTERIA WELL REHABILITATION PROJECT**; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Aromas Water District, (hereinafter called "District"), in the penal sum of \$_____, lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the

_____ day of _____, 2020.

_____(Seal)

_____(Seal)

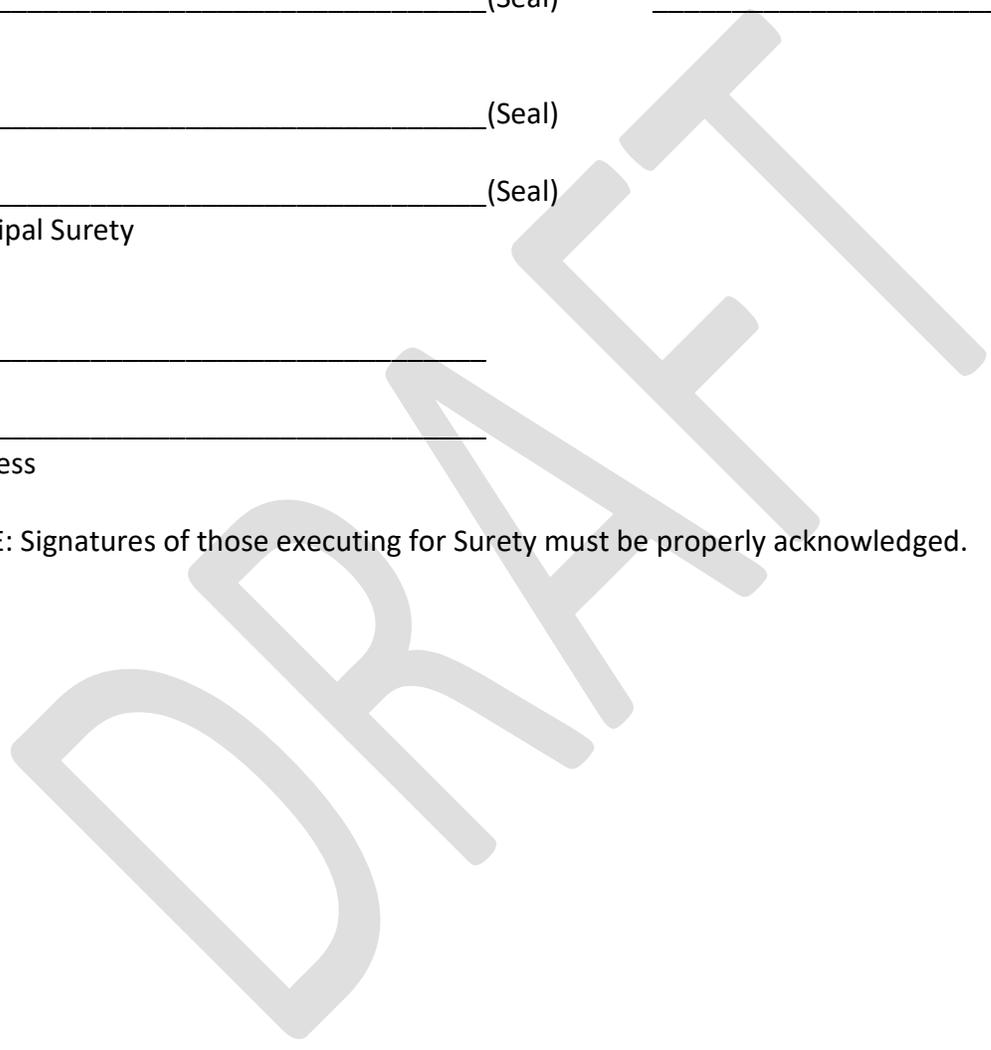
_____(Seal)

_____(Seal)

Principal Surety

Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.



LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Aromas Water District hereinafter designated as "District" has awarded to **Contractor, address** hereinafter designated as "Principal", have entered into an agreement for the furnishing of all materials, labor, services, and transportation, necessary, convenient, and proper to construct **CARPENTERIA WELL REHABILITATION PROJECT** which said Agreement dated _____, 2020, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the principal is required before entering upon the performance of the Work, to file a good and sufficient bond with the body by whom the contract is awarded, to secure claims to which reference is made in Sections 3247 and 3252, inclusive, of the Civil Code of California, and Sections 3181, 3110, 3111, and 3112 of the Civil Code of California.

NOW, THEREFORE, said Principal and the undersigned _____ as corporate surety, are held and firmly bound unto the Aromas Water District, and unto all laborers, materialmen and other persons referred to in said statutes in the sum of \$ _____, lawful money of the United States for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his sub-contractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the Work to be performed thereunder of the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the

_____ day of _____, 2020.

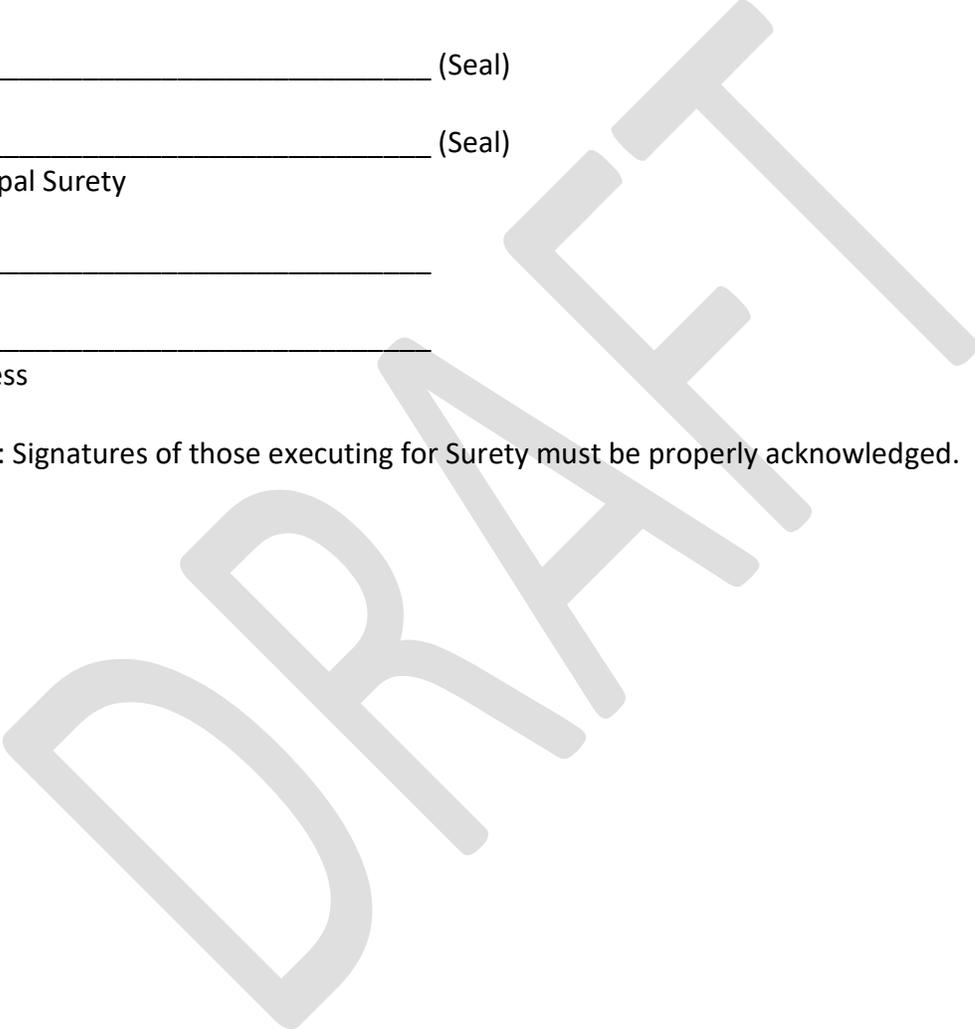
_____ (Seal)

_____ (Seal)

Principal Surety

Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.



MAINTENANCE BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____

Insert Contractor name and address

as Principal, and _____ a corporation organized under the laws of the state of _____ and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto the Aromas Water District in the sum of \$ _____ lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this ____ day of _____, 2020.

WHEREAS, on the ____ day of _____, 2020 the said Principal, as Contractor, entered into a contract for **CARPENTERIA WELL REHABILITATION PROJECT** for the total bid price of not to exceed \$ _____ ; and

WHEREAS, under the terms of the specifications for said work the said Principal is required to give a bond for ten percent (10%) of the contract amount to protect the Aromas Water District against the result of faulty materials and/or workmanship for a period of one year from and after the date of the filing of the Notice of Completion.

NOW, THEREFORE, if the said Principal shall for a period of one year from and after the date of filing of the Notice of Completion by the Aromas Water District replace any and all defects arising in said work whether arising from defective materials or defective workmanship then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2020.

_____(Seal)

_____(Seal)

_____(Seal) _____(Seal)

Principal Surety

NOTE: Signatures of those executing for Surety must be properly acknowledged.

TECHNICAL SPECIFICATIONS FOR CARPENTERIA WELL REHABILITATION PROJECT

SECTION 20-1. SCOPE OF WORK

Aromas Water District (District) desires to rehabilitate an existing 12-inch diameter, 450-foot well located on Carpenteria Road in Aromas by mechanical means to restore well performance. The well has a screened interval from 352 to 432 feet. The intake section of the well is constructed with stainless steel wire-wrapped screen with stainless steel blank sections and cellar. A schematic of the well is shown on Figure 1. The Contractor shall provide all equipment, labor, chemicals, and temporary storage facilities to complete the work outlined in these specifications and as directed by the District or their representative.

SECTION 20-2. QUALIFICATIONS OF CONTRACTOR

Contractor shall be familiar with all aspects of the work outlined in these specifications and shall possess a C-57 Contractors license. Contractor shall have a minimum of 5 years experience in well servicing and rehabilitation work and shall provide a minimum of three references of similar work completed within the last three years to District at their request.

SECTION 20-3. COMPLIANCE WITH DISTRICT'S STANDARD SPECIFICATIONS

As applicable, all work will be performed under the terms and conditions outlined in the District's Standard Specifications. These specifications list insurance requirements, safety and contracting procedures. These specifications are available from the District on request.

SECTION 20-4. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Contractor shall perform all work in strict accordance with all Federal, State, and local regulations, including those applying to the handling, transportation, and disposal of chemicals used or produced on the project. Contractor shall also obtain all permits, if any, required for the performance of the work outlined in these specifications.

SECTION 20-5. SAFETY

Job site safety, both during and after working hours, is the sole responsibility of the Contractor. The Contractor, his employees and subcontractors shall be familiar with and comply with all applicable safety regulations and guidelines relating to the transportation, handling, and disposal of the chemicals to be utilized for the work as well as other aspects of the work, including electrical and mechanical safety guidelines and regulations. The Contractor shall also provide for and ensure public safety around the site both during and after work hours. In addition to personal safety equipment for project personnel, the Contractor shall provide and maintain onsite the necessary equipment and materials for spill containment, neutralization, and cleanup of the chemicals utilized or produced during the project work. If the District or

their representative determines that any of the safety measures or safety equipment onsite is inadequate or inappropriate he shall stop all work until the safety issue is corrected. No payment for standby time or equipment rental shall be made for such delays in the work.

SECTION 20-6. CONTRACTORS EQUIPMENT

The Contractor shall provide all necessary equipment, tools, and appurtenances, for the timely completion of the work. Contractor's equipment shall be in complete and safe operating condition, and shall be appropriately maintained and operated during the project. The Contractor shall be solely responsible for the condition of his equipment and shall maintain an inventory of necessary spare parts for the timely repair of equipment in the event of a failure or breakdown. No payment shall be made for standby time or equipment rental caused by a breakdown or failure of the Contractor's equipment. Equipment necessary for the work shall include, but not be limited to the following items:

- Well pump removal rig
- 12-inch diameter nylon “wire” brush block (weighted)
- 10-inch-diameter nominal diameter bailer.
- Jetting tool coupled to high-pressure pump capable of achieving jet exit velocities of at least 100 feet per second.
- Zone Pumping Isolation Tool – Electric submersible pump capable of 100 gpm coupled to perforated pipe with 12-inch diameter swabs.
- 5000-gallon minimum open top tankage for water settling before discharge. Trash pumps for transferring fluids between tanks and circulating fluid within tanks.
- 2 open top “Baker” Tanks to provide approximate 40,000 gallons of storage and treatment of fluids.
- Temporary piping and valves for well pump discharge and to disposal location.
- Contractors pump rig shall be capable of lifting the bailer or surge block at a minimum velocity of 3 feet/second at the bottom of the well.

SECTION 20-7. REDEVELOPMENT PROCEDURE

Contractor shall, under the direction of the District or their representative, perform both mechanical and chemical development work on the well to remove deleterious material from the casing and screens. The work shall be performed according to the following general schedule, with allowances for the effectiveness of treatment as determined by the District.

WORK SCOPE

Task 1 - Remove existing submersible pump/motor (Bid Item 1). Existing pump/motor is 60-HP pump set at 380 feet on 6-inch pipe. Column pipe and wire can be left on-site. Contractor to provide written opinion and quote regarding need/cost to replace pump/motor, replace column pipe and wire. If column pipe is not to be replaced Contractor shall provide written estimate to steam clean pipe.

Task 2 -Video Survey Well (Bid Item 2). Well will be video surveyed to assess condition and confirm depth. Prior to performing video survey, District will run clear water into well for 12 hours. DVD copies, MP4 or AVI digital video, and paper summary of the video survey shall be provided to District and District's representative.

Task 3 - Mobilize equipment (Bid Item 3). Establish facilities for handling and settling discharge water from well. Provide and remove 2 open top baffled "Baker" tank (approximately 40,000 gallons). If open top tanks are not available, bidder will supply contractor pumps and hoses to allow recirculation of fluid in tanks at no extra cost to project. Establish water connection for jetting equipment.

Task 4 - Brush Well/Bail Clean (Bid Item 4). Wire brush well screens using weighted wire brush for period of 2 hours. After brushing, well will be bailed to bottom to remove fill. Bailed material will be contained on-site. Discharge from bailer should directed to bermed area to decant.

Task 5 - Superchlorinate Well (Bid Item 5). Using a chlorine basket, chlorinate the well such that the concentration of water in well and gravel pack shall be 1000 ppm. The estimated amount of HTC is 21 pounds.

Task 6 - Jet Well (Bid Items 6,7)

Jetting tool must meet the follow criteria:

- Minimum exit velocity of 100 feet per second from each jet.
- Minimum of 4 jets spaced equally circumficially.
- Jets shall be positioned ½ inch from the inside of screen.
- Jetting tool shall be centralized within the casing
- Jetting tool must rotate during operation.

Jet perforated intervals while rotating and vertically moving jetting assembly. Jetting tool shall be moved through the perforated interval at a rate of 5 minutes per foot while rotating. Well

will be jetted from top to bottom. After reaching bottom of screen or if well fills with materials, assembly will be removed from the well and the well bailed clean. The jetting tool will then be reinstalled and the well jetted from top to bottom again. After the second pass of jetting the well will again be bailed clean. It is estimated that total jetting time will be 16 hours, including tool insertion and removal and bailing.

Task 7 - Install “zone-pumping” tool (Bid Item 8). Zone-pumping tool shall consist of a submersible pump capable of minimum discharge rate of 100 gpm against TDH of 300 feet coupled to an isolation development tool (2 tight fitting swabs separated by a perforated pipe of 5 to 10 feet). Contractor shall supply generator for pump. Pump/development tool assembly must be movable and moved through the screened interval while pumping. Contractor shall “zone-pump” screen zones from top to bottom incrementally until discharge is relatively clear. Discharge will be directed to on-site tankage for settling and treatment prior to disposal to drainage swale. After reaching bottom, “zone pumping” apparatus will be removed. It is estimated that total zone-pumping time will be 16 hours inclusive of installation time and connection time.

Discharge from zone-pumping will be treated by injecting flocculant and coagulant to on way to the tanks. Baker tank baffles are to be fitted with filter cloth to allow removal of coagulated solids. Fluid in tanks will also be dechlorinated, as needed, with sodium thiosulphate. Required amount of sodium thiosulphate is not known. Budget should include rental of Baker tanks for two (2) weeks along with hoses and contractor pump(s) to effect circulation in and between the tanks.

Task 8 - Video Survey Well (Bid Item 9). To document improvement in well condition, the well will be video surveyed as in Task 2.

Task 9 - Reinstall pump and motor removed in Task 1 (Bid Item 10)

Task 10 - Demobilize (Bid Item 11). Demobilize Contractor’s equipment, remove storage tanks and remove all rubbish, empty containers, and waste material from site.

SECTION 20-8. SCHEDULE

Carpenteria Well is a critical part of District’s production system. The work shall be performed such that the time that the well is off-line is minimized. The Contractor shall work consecutive 8-hour days (daylight hours) to complete Tasks 1 through 10 as rapidly as possible.

A postulated schedule is as follows:

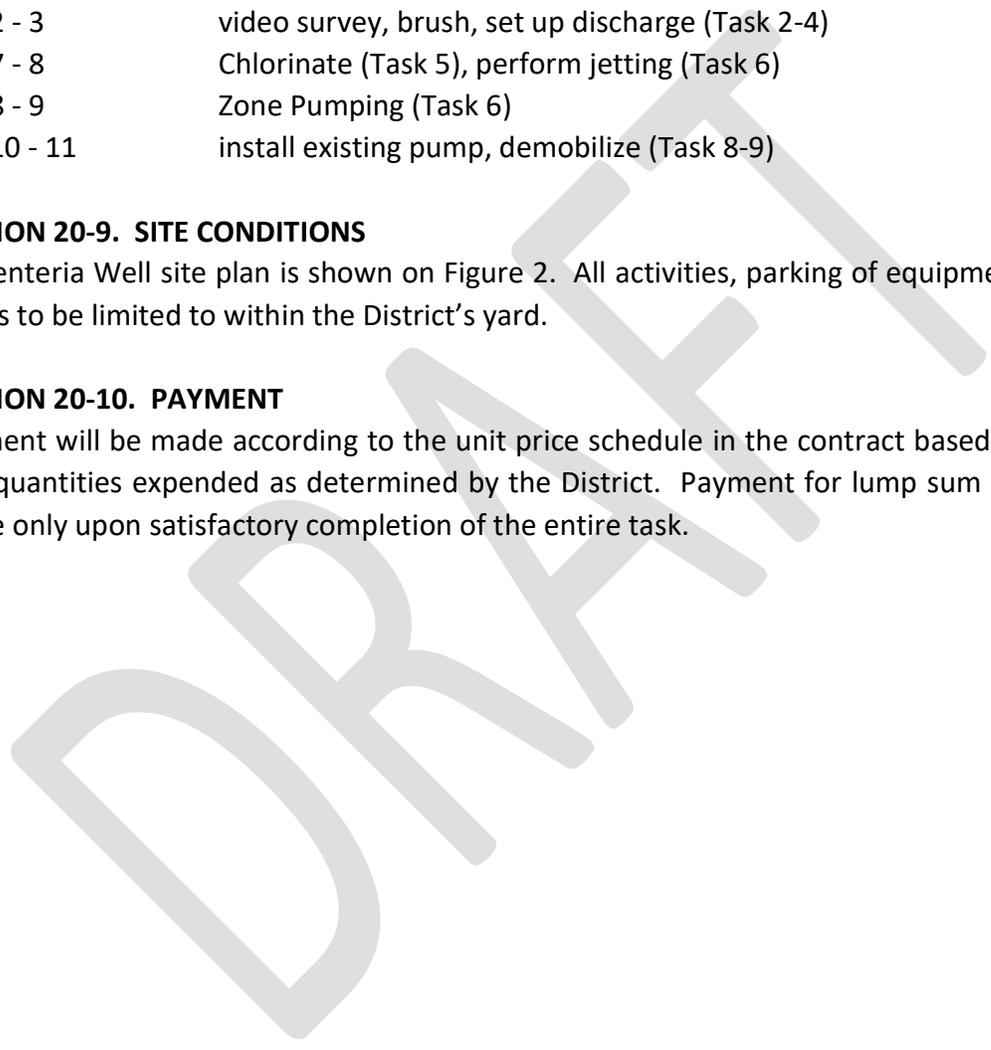
- Day 1 - pull existing pump, run water in well (Task 1)
- Day 2 - 3 video survey, brush, set up discharge (Task 2-4)
- Day 7 - 8 Chlorinate (Task 5), perform jetting (Task 6)
- Day 8 - 9 Zone Pumping (Task 6)
- Day 10 - 11 install existing pump, demobilize (Task 8-9)

SECTION 20-9. SITE CONDITIONS

Carpenteria Well site plan is shown on Figure 2. All activities, parking of equipment and trucks needs to be limited to within the District’s yard.

SECTION 20-10. PAYMENT

Payment will be made according to the unit price schedule in the contract based on the actual unit quantities expended as determined by the District. Payment for lump sum items shall be made only upon satisfactory completion of the entire task.



CARPENTERIA WELL 2

UNIT PRICE BID

Bid Item No.	Approximate Quantity	Task Description/Summary	Unit Price	Amount
1.	Lump Sum	Remove Existing Pump	LS	\$
2.	Lump Sum	Video Survey	LS	\$
3.	Lump Sum	Mobilization – Establish Fluid Storage and Handling System	LS	\$
4.	2 hours	Brush well/Bail	\$ /hr	\$
5.	Lump Sum	Superchlorinate	LS	\$
6.	Lump Sum	Install Jetting Equipment	LS	\$
7.	16 hours	Jet Well	\$ /hr	\$
8.	16 hours	Install Zone-Pump. Zone Pumping. Remove zone-pump	\$ /hr	\$
9.	Lump Sum	Video Survey	LS	\$
10.	Lump Sum	Reinstall Existing Pump	LS	
11.	Lump Sum	Demobilize contractor's equipment, including removal of empty containers, waste disposal and site cleanup.	LS	\$
A.	% (Percent)	Contractor's markup over cost for additional materials or equipment rental if requested by the District.		
Total bid Price of Items 1 through 11.				\$
In words: _____				

Figure 1 – CARPENTERIA WELL #2

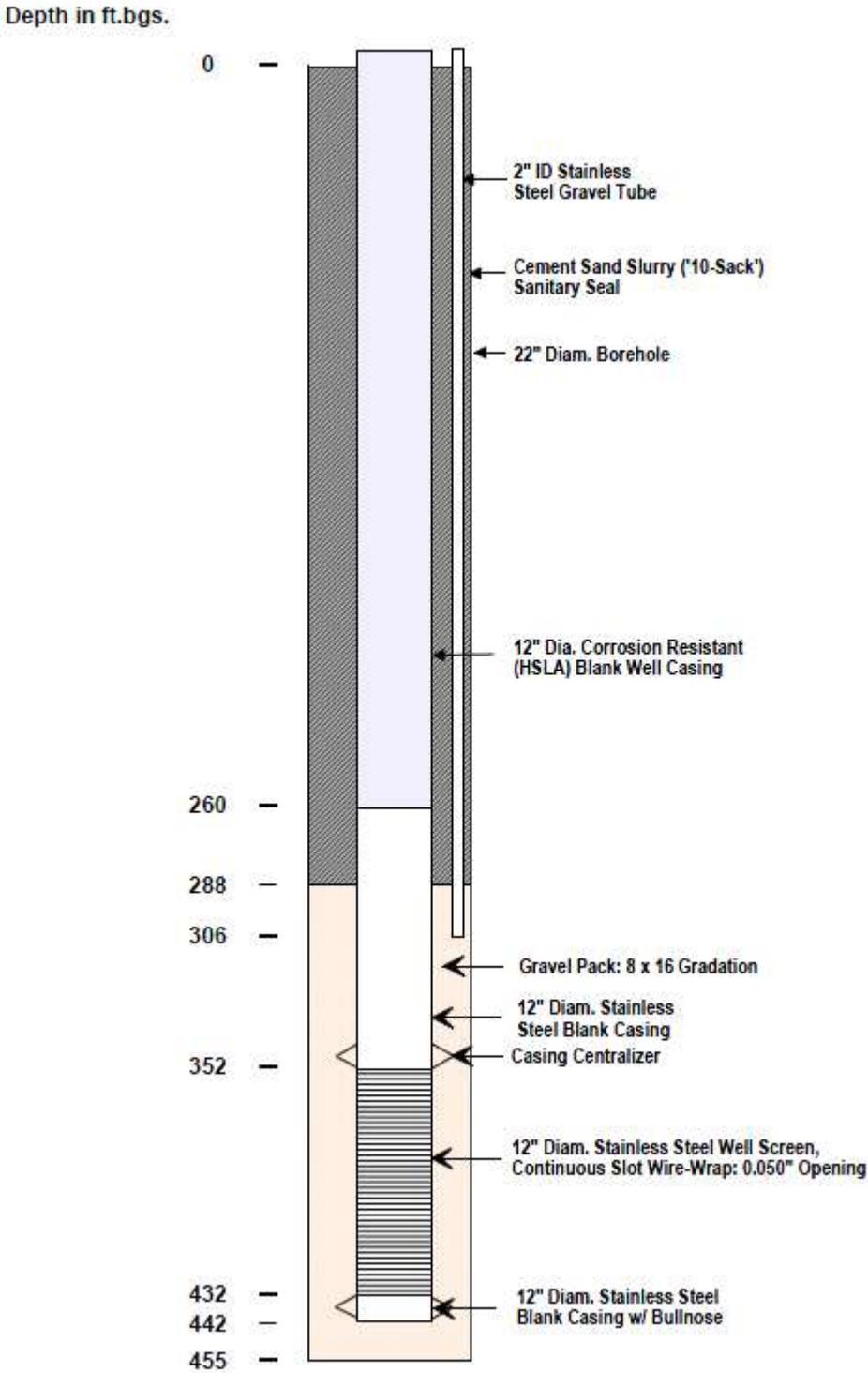


Figure 2 – CARPENTERIA WELL #2 SITE PLAN



Aromas Water District
Balance Sheet Prev Year Comparison

As of November 30, 2019

	Nov 30, 19	Nov 30, 18
ASSETS		
Current Assets		
Checking/Savings		
UB Checking	166,766.12	159,075.21
UB Bk Money Market xxxx7853	299,241.80	192,668.34
LAIF-State of Ca xx-05	817,231.89	802,631.69
Petty Cash	100.00	100.00
Assessment District Banks		
OAWA Union Bank Checking 7741	21,337.23	21,154.84
OAWA Union Bank 101 Redemption	15.48	4.56
OAWA Union Bank 102 Reserve	35,740.87	35,699.67
Oakridge Union Checking 5587	317,214.63	299,617.88
CFD Union Bank CFD98-1	0.00	35.00
Total Assessment District Banks	374,308.21	356,511.95
Total Checking/Savings	1,657,648.02	1,510,987.19
Other Current Assets		
1292 · Accounts Rec - USDA Loan	2,123,688.30	2,272,916.60
1291 · Accounts Rec - Orchard Acres	323,112.17	335,320.03
Prepaid Insurance	21,490.65	20,350.49
128 · Inventory	49,460.11	26,885.37
1200.1 · Accounts Receivable--UBMax	164,920.24	124,138.76
1201.9 · Less Allowance for doubtful Acc	-500.00	-500.00
Total Other Current Assets	2,682,171.47	2,779,111.25
Total Current Assets	4,339,819.49	4,290,098.44
Fixed Assets		
1900 · Water System	11,781,620.34	11,745,435.02
1915 · Office Building & Improvements	398,261.43	395,660.80
1970 · Office Equipment & Fixtures	93,467.05	93,467.05
1980 · District Vehicles	117,577.39	117,577.39
1990 · Land and Easements	331,195.78	340,644.03
1995 · Idle Assets	43,400.00	43,400.00
1998 · Less Accum Depr Idle Assets	-42,400.00	-42,400.00
1999 · Less Accumuated Depreciation	-6,074,758.75	-5,550,372.00
Total Fixed Assets	6,648,363.24	7,143,412.29
Other Assets		
Deferred Outflow of Resources	138,369.00	187,200.00
Deposits		
ACWA Deposit	2,080.80	2,080.80
Total Deposits	2,080.80	2,080.80
Total Other Assets	140,449.80	189,280.80
TOTAL ASSETS	11,128,632.53	11,622,791.53

Aromas Water District
Balance Sheet Prev Year Comparison

As of November 30, 2019

	Nov 30, 19	Nov 30, 18
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	26,016.99	33,292.75
Total Accounts Payable	26,016.99	33,292.75
Credit Cards		
First Bankcard - S Smith #07	353.96	0.00
First Bankcard - E Giron #86	112.91	175.00
First Bankcard - R. Johnson #31	131.94	1,369.96
ACE Hardware	0.00	39.85
First Bankcard - L Coombes #92	12.24	88.81
First Bankcard -- T. Zelmar #67	0.00	9.99
Valero - Fuel	785.50	534.02
First Bankcard -- D DeAlba #35	269.20	603.87
Total Credit Cards	1,665.75	2,821.50
Other Current Liabilities		
Current Portion UB OAWA	10,000.00	0.00
Current Portion USDA Oakridge	34,000.00	0.00
Current Portion City National	115,073.16	0.00
2100 · Payroll Liabilities	90.74	182.28
Deferred Inflows- Actuarial	0.00	7,709.00
CUSTOMER DEPOSITS		
Connection Deposits Payable	1,650.00	4,000.00
Hydrant Meter Deposit	1,600.00	3,350.00
Total CUSTOMER DEPOSITS	3,250.00	7,350.00
Accrued Vacation Payable	17,907.50	19,106.97
Interest Payable	116,458.20	52,480.90
PVWMA Payable	20,185.73	23,822.20
Total Other Current Liabilities	316,965.33	110,651.35
Total Current Liabilities	344,648.07	146,765.60
Long Term Liabilities		
2392 · Long-term Debt - USDA (Oakrdge)	2,459,480.00	2,629,000.00
2391 · Long-term Debt - Orchard Acres	380,000.00	400,000.00
GASB 68 Pension Liability	544,625.00	562,232.00
City National Bank	925,194.04	1,153,682.33
Total Long Term Liabilities	4,309,299.04	4,744,914.33
Total Liabilities	4,653,947.11	4,891,679.93
Equity		
Investment in Capital Assets	6,420,006.53	6,420,006.53
Unrestricted Net Assets	2,713,490.18	2,877,112.95
Allocation of Net Assets	-2,637,574.59	-2,637,574.59
Net Income	-21,236.70	71,566.71
Total Equity	6,474,685.42	6,731,111.60
TOTAL LIABILITIES & EQUITY	11,128,632.53	11,622,791.53

Aromas Water District
Profit & Loss Budget Performance

November 2019

	Nov 19	Budget	Jul - Nov 19	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
303 · Water Revenue	112,558.55	90,000.00	598,256.46	590,000.00	1,207,500.00
307 · Bulk Water	227.63	500.00	2,365.24	2,800.00	7,000.00
302 · Connection	0.00	0.00	13,300.00	13,400.00	41,820.00
301 · Taxes Rcvd - AWD					
3090 · Oakridge / OAWA Assess...	0.00	0.00	0.00	0.00	194,200.00
301 · Taxes Rcvd - AWD - Other	0.00	0.00	0.00	0.00	66,000.00
Total 301 · Taxes Rcvd - AWD	0.00	0.00	0.00	0.00	260,200.00
304 · Other Office Income & Reimbur...	0.00	40.00	159.55	200.00	500.00
306 · Interest	1,495.72	1,650.00	8,376.01	8,250.00	20,000.00
312 · Grant Revenue	0.00	0.00	1,000.00	1,000.00	2,000.00
Total Income	114,281.90	92,190.00	623,457.26	615,650.00	1,539,020.00
Gross Profit	114,281.90	92,190.00	623,457.26	615,650.00	1,539,020.00
Expense					
Operations					
403 · Fuel	1,236.48	1,200.00	6,035.08	6,000.00	14,500.00
404 · Truck Maint	0.00	500.00	1,612.23	2,500.00	6,000.00
431 · System Repair & Maint	1,880.98	5,500.00	20,613.03	27,500.00	65,000.00
463 · Water Analysis	189.00	500.00	2,751.00	2,500.00	6,000.00
464 · Water Treatment	1,585.70	1,000.00	9,619.93	5,800.00	13,000.00
468 · Tools	301.25	580.00	2,930.82	2,900.00	7,000.00
470 · Public Outreach / Annexation	0.00	200.00	587.51	1,000.00	2,500.00
Total Operations	5,193.41	9,480.00	44,149.60	48,200.00	114,000.00
Power					
449.75 · 388 Blohm, # C	25.79	33.00	94.03	165.00	400.00
449.5 · 388 Blohm, A & B Office	112.79	140.00	532.16	730.00	1,700.00
461.5 · RLS Tank Booster	9.52	12.50	46.32	62.50	150.00
447 · Leo Ln Booster	38.94	34.00	189.41	174.00	400.00
448 · Aimee Mdws Well	9.86	12.50	45.34	62.50	150.00
451 · Marshall Corp Yard	37.79	41.00	185.25	209.00	500.00
452 · Rea Booster @ Seely	44.23	37.50	187.84	187.50	450.00
454 · Carr Booster	537.40	416.00	2,674.82	2,084.00	5,000.00
458 · Pleasant Acres Well	72.40	1,083.00	7,171.11	5,419.00	13,000.00
459 · Seely Booster @ Carpenteria	22.18	41.00	98.80	209.00	500.00
460 · San Juan Well	5,571.01	4,000.00	25,010.84	20,500.00	49,000.00
461 · Cole Tank	12.64	16.00	63.08	84.00	200.00
462 · Rea Tank	12.96	16.00	60.32	84.00	200.00
465 · Lwr Oakridge Boost	100.15	83.00	533.04	417.00	1,000.00
465.5 · Upper Oakridge Booster	0.00	0.00	150.00	150.00	700.00
466 · Pine Tree Tank	14.02	16.00	58.97	84.00	200.00
Total Power	6,621.68	5,981.50	37,101.33	30,621.50	73,550.00
Payroll					
Gross	31,250.79	33,852.00	153,552.09	169,269.00	406,233.00
Comp FICA	1,884.63	2,098.00	9,467.29	10,490.00	25,186.00
Comp MCARE	453.14	490.00	2,226.51	2,450.00	5,890.00
Comp SUI	55.22	195.00	285.64	970.00	2,335.00
Total Payroll	33,643.78	36,635.00	165,531.53	183,179.00	439,644.00
Employee / Labor Costs					
407 · Outside Services	969.50	500.00	2,672.44	2,500.00	6,000.00
408 · Uniform Allowance	170.90	100.00	1,104.00	1,400.00	3,000.00
409 · Workers Comp	1,034.20	1,025.00	4,383.99	5,125.00	12,306.00
410 · Health Ins	5,956.34	5,900.00	30,840.11	29,500.00	70,842.00
474 · Education	0.00	625.00	1,052.02	3,125.00	7,500.00
477 · Retirement	6,436.29	6,174.00	32,053.54	30,870.00	74,090.00
Total Employee / Labor Costs	14,567.23	14,324.00	72,106.10	72,520.00	173,738.00

Aromas Water District
Profit & Loss Budget Performance

November 2019

	Nov 19	Budget	Jul - Nov 19	YTD Budget	Annual Budget
Office					
440 - Misc Exp	107.82	330.00	1,214.52	1,650.00	4,000.00
444 - Postage	200.48	280.00	1,422.93	1,400.00	4,000.00
445 - Office Supplies	673.24	330.00	1,538.08	1,650.00	4,000.00
446 - Office Eqpmt and Maint	2,124.74	300.00	15,508.60	17,035.00	20,000.00
Total Office	3,106.28	1,240.00	19,684.13	21,735.00	32,000.00
Communications					
455 - Phone, Off	360.70	330.00	1,777.61	1,650.00	4,000.00
456 - Telemetry	488.18	550.00	2,440.90	2,750.00	6,600.00
457 - Answ Serv/Cellular Phone	234.90	300.00	1,323.45	1,500.00	3,600.00
Total Communications	1,083.78	1,180.00	5,541.96	5,900.00	14,200.00
Administrative & General					
4591 - Admin Fee (Bond Admin N...	0.00	0.00	901.88	900.00	5,000.00
4590 - Bond Interest Exp - Assess...	0.00	0.00	64,135.19	64,340.00	128,000.00
417 - Capital Loan Interest	16,372.01	18,500.00	16,372.01	18,500.00	35,000.00
467 - Depreciation Reserve	37,165.00	37,165.00	185,825.00	185,825.00	445,988.00
406 - Liability Ins	1,541.97	1,650.00	7,864.87	8,250.00	20,000.00
420 - Legal Fees	1,300.00	1,300.00	6,500.00	6,500.00	16,000.00
422 - Bank Charges	104.80	158.00	751.08	790.00	1,900.00
423 - Litigation Contingency	0.00	0.00	0.00	0.00	10,000.00
425 - Audit	43.00	1,000.00	5,871.00	5,000.00	12,500.00
471 - Bad Debts	15.00	0.00	15.00	0.00	500.00
473 - Memberships	128.22	5,800.00	12,343.28	11,200.00	17,000.00
Total Administrative & General	56,670.00	65,573.00	300,579.31	301,305.00	691,888.00
Total Expense	120,886.16	134,413.50	644,693.96	663,460.50	1,539,020.00
Net Ordinary Income	-6,604.26	-42,223.50	-21,236.70	-47,810.50	0.00
Net Income	-6,604.26	-42,223.50	-21,236.70	-47,810.50	0.00

12/11/19

Aromas Water District
Monthly Expenditures
 November 19 through December 11, 2019

Date	Num	Name	Amount
UB Checking			
11/19/2019	EFT	QuickBooks Payroll Service	-6,138.99
11/20/2019	DD1440	Bowman (P), Naomi	0.00
11/20/2019	DD1441	Coombes (P), Louise P	0.00
11/20/2019	17502	DeAlba (P), David	-2,889.89
11/20/2019	DD1442	Giron (P), Ester	0.00
11/20/2019	DD1443	Johnson (P), Robert L	0.00
11/20/2019	17503	Smith (P), Shaun	-1,355.84
11/20/2019	17504	Dutra (P), Marcus	-219.24
11/20/2019	17505	Holman (P), Wayne R	-219.24
11/20/2019	DD1444	Leap (P), James E	0.00
11/20/2019	DD1445	Norton (P), K W	0.00
11/20/2019	DD1446	Smith (P), Richard	0.00
11/20/2019	EFT	CalPERS	-2,233.54
11/20/2019	EFT	CalPERS	-864.64
11/22/2019	17506	Aromas Water District (Petty Cash)	-205.00
11/25/2019	EFT	Bank Service Fees	-109.80
11/27/2019	17507	A T & T U-verse	-64.20
11/27/2019	17508	ACWA JPIA, Emp. Ben. Prog.	-5,956.34
11/27/2019	17509	ADT Security Services, Inc.	-388.26
11/27/2019	17510	AWWA	-445.00
11/27/2019	17511	CALNET3	-299.18
11/27/2019	17512	ConnectXtreme	-900.00
11/27/2019	17513	David DeAlba	-92.80
11/27/2019	17514	Fastenal Company	-575.55
11/27/2019	17515	Iflow Energy Solutions Inc.	-7,232.32
11/27/2019	17516	Interstate All Battery Center	-21.74
11/27/2019	17517	Mid Valley Supply	-739.99
11/27/2019	17519	Monterey Bay Analytical Services Inc	-154.00
11/27/2019	17520	R & B Company	-7.62
11/27/2019	17521	Rob Johnson	-50.00
11/27/2019	17522	Shaun Smith	-49.53
11/27/2019	17523	Streamline	-100.00
11/27/2019	17524	United Way serving San Benito County	-32.00
11/27/2019	17525	Valero	-1,298.05
11/27/2019	17526	XIO, INC.	-2,253.00
12/04/2019	E-pay	Employment Development Dept	-810.29
12/04/2019	E-pay	United States Treasury (EFTPS)	-3,786.26
12/04/2019	EFT	CalPERS	-3,889.97
12/04/2019	EFT	CalPERS	-2,246.77
12/05/2019	EFT	QuickBooks Payroll Service	-6,148.13
12/05/2019	EFT	QuickBooks Payroll Service	-4,268.62
12/06/2019	DD1447	Bowman (P), Naomi	0.00
12/06/2019	DD1448	Coombes (P), Louise P	0.00
12/06/2019	17527	DeAlba (P), David	-2,862.85
12/06/2019	DD1449	Giron (P), Ester	0.00
12/06/2019	DD1450	Johnson (P), Robert L	0.00
12/06/2019	17528	Smith (P), Shaun	-1,329.23
12/06/2019	DD1451	Morris (P), Vicki	0.00

12/11/19

Aromas Water District
Monthly Expenditures
 November 19 through December 11, 2019

Date	Num	Name	Amount
12/06/2019	DD1452	Giron (P), Ester	0.00
12/06/2019	DD1453	Johnson (P), Robert L	0.00
12/06/2019	EFT	CalPERS	-908.60
12/06/2019	17529	USPO	-200.48
12/09/2019	17530	A.L. Lease Co.	-99.86
12/09/2019	17531	ACE Hardware Prunedale	-43.88
12/09/2019	17532	CALNET3	-296.50
12/09/2019	17533	CSSC	-99.23
12/09/2019	17534	Fedak & Brown LLP	-43.00
12/09/2019	17535	Ferguson Waterworks	-1,992.20
12/09/2019	17536	Green Rubber Kennedy	-76.04
12/09/2019	17537	Martin B. Feeney, PG CHg	-2,081.25
12/09/2019	17538	Robert E. Bosso	-1,300.00
12/09/2019	17539	San Benito County Mosq Abatement Prog	-30.87
12/09/2019	17540	San Benito County Planning, Public Works	-500.00
12/09/2019	17541	State Board of Equalization	-1,200.00
12/09/2019	17542	Streamline	-100.00
12/09/2019	17543	USA BlueBook	-280.79
12/09/2019	17544	Xerox Corp	-14.04
12/10/2019	NSF	Bill Adjustment Report	-20.30
12/10/2019	Paid Online	Verizon Wireless	-85.67
12/10/2019	Paid Online	P G & E	-6,619.78
12/11/2019	Paid Online	First Bankcard	-2,319.93
Total UB Checking			-78,550.30
TOTAL			-78,550.30