Since 1918

PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111
Fax (661) 947-8604
www.palmdalewater.org
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Board of Directors

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Division 1

JOE ESTES
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN
Division 4

VINCENT DINO
Division 5

ALESHIRE & WYNDER
Attorneys

July 16, 2015

Agenda for Regular Meeting of the Board of Directors of the Palmdale Water District to be held at the District's office at 2029 East Avenue Q, Palmdale

Wednesday, July 22, 2015

7:00 p.m.

NOTE: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale (Government Code Section 54957.5). Please call Dawn Deans at 661-947-4111 x1003 for public review of materials.

PUBLIC COMMENT GUIDELINES: **The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting will not be permitted and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)**

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

1) Pledge of Allegiance.
2) Roll Call.
3) Adoption of Agenda.
4) Public comments for non-agenda items.
5) Presentations:

5.1) Drought Report-Review of "Water Conservation and Reduction in Water Demand Efforts Report as of June, 2015." (PIO/Conservation Director McNutt)

5.2) Summary of Bay-Delta Water Education Foundation Tour. (President Mac Laren/Director Estes/Director Dizmang/Deputy Water & Energy Resources Director Thompson II)

6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)

6.1) Approval of minutes of regular meeting held July 8, 2015.

6.2) Payment of bills for July 22, 2015.

6.3) Ratification of Agreement with Superior Tank for emergency repairs to Well 18/19 tank. ($32,500.00 – Budgeted – Assistant General Manager Knudson/Facilities Committee)

6.4) Approval of Amendment No. 2 to Itzen Architects Agreement to develop a detailed design concept and a construction cost estimate for next phase of office remodel. ($28,400.00 – Budgeted – Assistant General Manager Knudson/Facilities Committee)

6.5) Approve absence of President Mac Laren from July 8, 2015 meeting due to vacation. (General Counsel Dunn)

7) Action Items – Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)

7.1) Discussion and direction to staff for the development of a Resolution regarding the efficient and reasonable use of the State Water Project. (Director Alvarado/Deputy Water & Energy Resources Director Thompson II)

7.2) Consideration and possible action on authorization of the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2015 Budget:

a) The Pun Group "2015 Annual Client Educational Seminar" to be held August 3, 2015 in Cerritos.

b) 31st Annual Tri-State Seminar to be held September 22 – 24, 2015 in Las Vegas, Nevada.

8) Information Items:

8.1) Reports of Directors:

a) Meetings/General Report.

b) Standing Committee/Assignment Reports (Chair):
1) Facilities Committee
2) Antelope Valley State Water Contractors Association

8.2) Report of General Manager.

a) Status report on the District's JPIA insurance costs for 2016. (Director Alvarado/Human Resources Director Emery)

b) Status report on restructuring Cash for Grass Program. (PIO/Conservation Director McNutt)

c) Strategic Initiative Projects update. (Assistant General Manager Knudson/Department Managers)

8.3) Report of General Counsel.

9) Public comments on closed session agenda matters.

10) Closed session under:

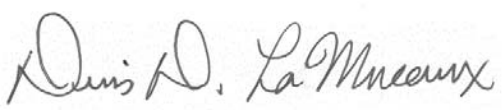
10.1) Conference with Legal Counsel – Existing Litigation: A closed session will be held, pursuant to Government Code §54956.9 (d)(1), to confer with Special Litigation Counsel regarding pending litigation to which the District is a party. The title of such litigation is as follows: *Antelope Valley Ground Water Cases.*

10.2) Conference with Legal Counsel – Potential Litigation: A closed session will be held, pursuant to Government Code §54956.9 (d)(4), to confer with District General Counsel regarding to determine whether to initiate litigation, one case.

11) Public report of any action taken in closed session.

12) Board members' requests for future agenda items.

13) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

PALMDALE WATER DISTRICT

BOARD MEMORANDUM

DATE:	July 14, 2015	**July 22, 2015**
TO:	BOARD OF DIRECTORS	**Board Meeting**
FROM:	Mr. Peter Thompson, Project Manager	
VIA:	Mr. Matthew Knudson, Assistant General Manager Mr. Dennis LaMoreaux, General Manager	
RE:	***AGENDA ITEM NO. 6.3 - RATIFICATION OF AGREEMENT WITH SUPERIOR TANK FOR EMERGENCY REPAIRS TO WELL NO. 18/19 TANK.***	

Recommendation:
Staff and the Facilities Committee recommend that the Board ratify the agreement with Superior Tank Solutions from Rancho Cucamonga, CA in the not-to-exceed amount of $32,500.00 for the emergency repair of the Well No. 18/19 Reservoir – Work Order No. 15-608.

Financial Impact:
The costs associated with this emergency repair will be paid with funds available within the Maintenance and Repair of Water Lines Budget.

Background:
This project will consist of mechanical repairs to the failing portions of the tank floor and the removal and replacement of coatings on the floor and bottom eight feet of the interior tank wall. The existing tank is currently empty and off-line to prevent catastrophic failure due to degradation of the floor. The condition of the floor was discovered by District personnel during the investigation of a substantial leak emanating from the tank. The completion of this project will restore this essential tank to service within an acceptable timeframe and extend the lifespan by fifteen years.

Superior Tank Solutions, located at 9500 Lucas Ranch Rd., Rancho Cucamonga, CA 91730, holds a current and active Class A – General Engineering Contractor license. The contractor's state license number is 939335. This license was first issued on October 26, 2009. The license expiration date is October 31, 2015.

Superior Tank Solutions holds a valid workers compensation insurance policy (No.UB1E010263) with the Travelers Property Casualty Company of America. This policy is effective from February 1, 2014 through February 1, 2016.

Superior Tank Solutions is regularly engaged in this type of work and is currently conducting tank maintenance and repair work for the District under the approved tank maintenance program. Superior Tank Solutions has been responsive, flexible, and has successfully completed numerous tank restorations for the District.

Supporting Documents:
- Agreement

Strategic Plan Initiative:
Strategic Initiative 3 – Plan for improvements of the existing water delivery infrastructure.

SUPERIOR TANK SOLUTIONS

PALMDALE WATER DISTRICT

Well 18/19 Tank Emergency Repair

Background:

In February, 2015, Superior Tank Solutions performed an inspection of the Well 18/19 Bolted Steel Tank and reported the findings to the District. The report identified that the tank was relatively intact with the exception of a couple of side wall corrosion issues and corrosion around the circumference of the tank at the floor/side wall interface. The side wall corrosion areas had been previously patched with plate steel that was seal welded into place. The circumferential joint between the side wall and the floor was aggressively corroding. Since the existing corrosion tubercles contained within this joint could not be disturbed without re-exposing the carbon steel and re-starting the aggressive corrosion process, it was determined that these deficiencies would be noted but not disturbed. It was anticipated that the corrosion tubercles would starve the underlying corrosion cell of oxygen thereby slowing the corrosion process.
The inaccessibility of the underside of the floor eliminated an inspection in this area. It appears that the slow migration of corrosion on the inner facing surfaces of the floor coincided with an aggressive corrosion cell on the underside of the floor. This condition corroded the steel to a point that the hydrostatic pressure of the water pushed through the floor plate causing a major leak that was discovered on June 25, 2015.
This tank's interior roof, interior roof structure and interior side shell appear to be in very good condition. Due to the lack of aggressive corrosion in these areas, it is believed that this tank can remain serviceable with minimal maintenance for another 15+ years. Conversely, the lower portion of the side shell and the floor are corroding and, in some cases, corroding aggressively. In light of the most recent failure, a successful repair operation must not only include the installation of a barrier coating on the interior lower side shell and floor but must offer enough structural rigidity to reinforce the floor in the event of aggressive underside corrosion degradation. The following repair option provides this barrier protection and floor reinforcement.

Tank Rehabilitation Recommendations:

Upon removal of remaining residual water from the tank and drying of interior surfaces, an abrasive blasting operation will be initiated. The abrasive blasting operation will be limited to the lowest 8' of the interior side walls and the entire floor. Upon completion of the abrasive blasting operation, an SSPC SP10 "Near White Metal" blast cleanliness will be achieved. Additionally, the transition areas from bare steel to the intact fusion bonded epoxy coatings will be smoothly feathered. A minimum surface profile of 3.0 mils will be achieved.

The horizontal joint between the first and second side shell courses will also be abrasive blasted as previously detailed.

Upon completion of the abrasive blasting operation, all dust, debris and spent abrasive will be removed from the tank.

All prepared bare steel surfaces and all scarified areas of existing coatings will be coated with a 100% solids polyurethane coating system possessing NSF 61 approval. The coatings will be applied in accordance with manufacturer's requirements using specialized plural component application equipment. All flat steel surfaces such as the floor plates and side shell plates will receive one coat of the specified material achieving a minimum dry film thickness of 25 mils. All bolt channel areas and the joint between the two side shell courses will receive one to two coats achieving a minimum dry film thickness of 35 mils.

The transition joint between the vertical side wall and the floor and the areas within 6" to 12" of this joint will receive a fiberglass mat inlay. This fiberglass mat will be inlayed into the initial 25 mil coat of the specified material. An additional coat(s) will be applied as necessary to completely encapsulate the fiberglass inlay.

The crevice formed at the joint of the side wall and floor will be completely filled and coved smooth utilizing a 100% solids epoxy patching compound also using fiberglass inlays. It is strongly believed that the majority of the steel thickness compromises are located within a couple of inches of this floor/wall interface joint. The use of the 100% solids patching compound will fill this joint to a thickness of over 500 mils and will then be over-coated with the proposed 100% solids polyurethane.

In the event that other localized floor surfaces are identified as being compromised, fiberglass mat will be inlayed over these areas as well and over-coated as detailed above. The 100% solids epoxy patching compound will also be used on the floor in areas exhibiting compromised steel thicknesses. Steel thicknesses on the floor will be verified using ultrasonic testing equipment after completion of the blasting operation and prior to coating application operations.

Upon completion of the coating application operation and the initial cure of the coatings, high voltage holiday detection will be performed on all areas receiving the 100% solids polyurethane coating system. All coating discontinuities will be repaired in accordance with manufacturer recommendations.

Along with this repair operation, the areas contained within the upper side shell course that were patched by the District using plate steel that was seal welded from the exterior of the tank will be repaired. Since the interior plate steel that was heated by the welding process is more susceptible to aggressive corrosion, these internal surfaces will be spot blasted from a ladder and coated using the previously identified polyurethane coating system.

Based on current ambient temperatures, the coating system will cure within 24 – 36 hours. Upon completion of this cure period, the tank will be disinfected in accordance with AWWA C.652 "Spray Method #2" recommendations. The side shell access hatch will be reinstalled using new gasket material. The tank can be immediately filled upon completion of this operation.

SUPERIOR TANK SOLUTIONS

Schedule:

The coating materials and blast media can be delivered to the site within 24 hours. During this time frame, site mobilization can be accomplished. The abrasive blasting operation will span approximately 8-10 hours. The dust/abrasive removal operation will span approximately 4 hours. Coating application will typically be initiated on the day after the abrasive removal operation to allow for airborne particulates to settle prior to final vacuuming. The coating application operation will span approximately 8 hours. The following morning, the tank will be inspected and spot repaired. Assuming that the spot repairs are minimal, the tank will be disinfected at the end of the day following the inspection and spot repair operation. The hatch will immediately be reinstalled and the tank will be ready to fill.
In a typical week, if the mobilization began on Monday, the tank would be ready for filling by Friday morning at the latest.

Project Costs:

The costs to provide all equipment, material, labor and supplies to satisfactorily perform the previously detailed work scope is $32,500.00

Conclusion:

This repair procedure will indefinitely eliminate the potential for corrosion related leaks originating from the floor and lower side wall of this tank. The intact condition of the coating system on the upper side shell course is expected to provide uncompromised barrier protection for at least an additional 15 years. The ongoing corrosion contained within the vertical bolt channels that connect the plates comprising the upper side wall does not appear to be aggressive at this time and leakage is unlikely. In the event that leaks within the upper course vertical bolt channels are detected in the distant future, bolt tightening and spot patching will abate these leaks. It is believed that this repair operation represents the most cost effective method of uncompromisingly repairing the subject tank and gaining a minimum of 15 years of additional service life. Since the lower side wall and floor coatings will last upwards of 50 years, minimal upper side wall repairs will indefinitially extend the overall service life of this tank for decades.

STS/JH
7/13/15

Agreement

Palmdale Water District
2029 East Avenue Q
Palmdale CA, 93550
Telephone 661-947-4111 Fax 662-974-8604

Owner:	Palmdale Water District
Contractor:	Superior Tank Solutions
Project No.:	W.O. No. 15-608
Project Title:	Well No. 18/19 Reservoir Repairs
Date:	_____
Price:	$32,500.00

Owner and Contractor agree as follows:

1. The General Provisions and the Scope of Work attached hereto are hereby incorporated in and made a part of this Agreement.

2. Contractor shall perform the services and furnish the materials as set forth in the Scope of Work attached hereto ("Work"). Contractor shall furnish at its own expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary for the Work. Contractor shall provide for payments on all required insurance policies, and shall obtain all permits and licenses of a temporary nature. Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work.

3. Owner will pay for the Work as provided herein and in the Scope of Work.

4. Contractor is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. Contractor shall supervise and direct the Work competently, devoting such time and applying such expertise as necessary to perform the Work in accordance with this Agreement.

5. Contractor shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in

consequence of the suspension or discontinuance of Work, except where the General Provisions expressly stipulate otherwise.

6. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify and hold harmless the Owner, and its Engineer and their respective directors, officers, employees, agents and volunteers, and each of them from and against:

a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including, the Owner, the Engineer, and/or the Contractor, or any of their directors, officers, employees, agents or volunteers, and damages to or destruction of property of any person, including but not limited to, the Owner, the Engineer and/or the Contractor and any of their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, however caused, regardless of any negligence of the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the Owner, its Engineer, or any of their directors, officers, employees, agents or volunteers; upon tender by the Owner, Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such claims, suits, actions or other legal proceedings of every kind that may be brought or instituted against Owner, its directors, officers, agents, employees or volunteers, notwithstanding whether Contractor's liability is or can be established.

b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at the Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers.

Contractor's obligation to indemnify shall survive the termination or completion of the Work for the full period of time allowed by law and shall not be restricted by the insurance requirements of these Contract Documents or to insurance proceeds, if any, received by the Owner, or its directors, officers, employees, agents or volunteers.

Contractor's defense and indemnity obligation herein includes, but is not limited to, damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Owner, its Engineer or any of their directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

STS/JH

Contractor shall reimburse the Owner, its Engineer or any of their directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in Article 31 of the General Provisions, entitled CONTRACTOR'S INSURANCE. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Owner, its Engineer or any of their directors, officers, employees, agents and/or volunteers.

7. If any provision of this Agreement is found to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect.

8. In entering into this Agreement, Owner has relied on the expertise and integrity of Contractor. The rights and obligations of Contractor under this Agreement shall therefore not be assignable without the prior express written consent of Owner.

9. All time limits stated in the Scope of Work are of the essence of this Agreement.

10. This Agreement constitutes the entire Agreement of the parties and no amendment or modification of its terms shall be binding unless the same is in writing, and approved by each of the parties.

11. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the date specified above.

OWNER **By:** _____

Palmdale Water District **Title: General Manager**

I am aware of the provisions of Labor Code §3700 requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

CONTRACTOR

SUPERIOR TANK SOLUTIONS **By:** _____

License No(s). 939335 "A" **Title:** VICE PRESIDENT

Expiration Date 10/31/2015

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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FAITHFUL PERFORMANCE BOND (NOT APPLICABLE) ✓

Bond No._____

KNOW ALL MEN BY THESE PRESENTS:

That we,_____, hereinafter referred to as "Contractor," as principal, and _____,as surety, are held and firmly bound unto Orchard Dale Water District, hereinafter referred to as "Owner," 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/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for the design, programming, and installation of the _____ _____, as specifically set forth in documents entitled Agreement, General Provisions and Scope of Work, and is required under the terms of the Agreement to give this bond in connection with the execution of said contract:

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

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

FURTHER PROVIDED, that, as provided in Article 25 of the General Provisions entitled TERMINATION FOR BREACH, and upon termination in accordance with said Article 25, if the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and

SOS/AEH

subcontractors utilized to complete the Work, exceed the balance due the Contractor, on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%) per annum or the maximum rate authorized by California law, whichever is lower.

If any action is brought upon this bond by said Owners and judgment is recovered (or settlement is made which is favorable to Owner), then said surety shall pay all costs incurred by said Owners in such action, including a reasonable attorney's fee.

WITNESS our hands this ___ day of _____ , 20___ .

Contractor: _____

By: _____

Title: _____

Surety:_____

By:_____

Title:_____

Home Office Address:

_____

_____

Phone:_____

Attorney-in-Fact

_____

Address:_____

_____

Phone:_____

NOTE: This bond must be acknowledged before a notary public, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

STS/JEH

✓

PAYMENT BOND (NOT APPLICABLE)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,

hereinafter referred to as "Contractor," as principal, and _____

_____, as surety, are held and firmly bound unto Orchard Dale Water District, hereinafter referred to as "Owner," 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/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into a contract with Owner for construction of _____ as specifically set forth in the Scope of Work attached to the Agreement and made a part thereof and is required under the terms of the Agreement to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if Contractor or any of its subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same used in connection with the performance of work contracted to be done or for work or labor thereon of any kind, or fails to pay any of the persons named in Section 9100, California Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or for any amounts required to be deducted, withheld and paid to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor and all other applicable laws of the state of California and rules and regulations of its agencies, then said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons named in Civil Code Section 9100, so as to give a right of action to them or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Titles 1 and 3, as applicable, of Part 6 of Division 4 of the Civil Code of the State of California relating to Payment Bond for Public Works, including but not limited to Civil Code Sections 8152 and 8154 and 9550-9560, inclusive.

STS/JH

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

WITNESS our hands this _____ day of _____ , 20 ____.

Contractor: _____

By: _____

Title: _____

Surety:_____

By:_____

Title:_____

Home Office Address:

_____

_____

Phone:_____

Attorney-in-Fact

_____

Address:_____

_____

Phone:_____

NOTE: This bond must be acknowledged before a notary public, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

STS/JH

Scope of Work

Owner: Palmdale Water District

Contractor: Superior Tank Solutions

Project No.: W.O. No. 15-608

Project Title: Well No. 18/19 Reservoir Repairs

The Scope of Work for the above-referenced project is as follows: See Attached

GENERAL PROVISIONS

1. LICENSE

Contractor shall possess, at all times during performance of the Work, the classes of contractor's license issued pursuant to Division 3, Chapter 9, of the Business and Professions Code of the State of California as are required to perform the Work contemplated under the Contract Documents. Contractor shall provide Owner with their Contractor's license number and expiration date, and shall present satisfactory evidence that they are license in good standing.

2. EXISTING CONDITIONS

Contractor represents that they have carefully examined the site where the Work is to be performed and that they have familiarized themselves with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect in any manner the performance of the Work. The Contractor further represents that they have studied all surveys and investigation reports about subsurface and latent physical conditions pertaining to the area affected by the Work, including the location of underground facilities, that they have performed such additional surveys and investigations as they deem necessary to complete the Work.

3. AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner shall designate its Owner's Representative prior to commencement of work. The Owner's Representative shall decide any and all questions which may arise as to the interpretation of the plans and specifications and shall have authority to disapprove or reject materials and equipment furnished and work performed which, in its opinion, is not in accordance with the Contract Documents, and its decision shall be binding and conclusive.

4. CHANGES IN THE WORK

The Owner may require changes in, additions to, or deductions from the Work, including complete termination thereof. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be determined as set forth in Section 33 hereof, entitled ESTIMATES AND PAYMENTS.

5. EXTRA WORK

The Owner may determine, in the Owner's sole discretion, to order work done or materials or equipment furnished which in the opinion of the Owner are not included in the Scope of Work. The Contractor shall perform such work and furnish such materials and equipment. Such labor, materials, and/or equipment will be classed as extra work and shall be ordered in writing before such work is started. No extra work shall be paid for unless ordered in writing. Extra work and material will be paid for at a lump sum or unit price agreed on in writing by the Owner and the Contractor before the extra work shall be ordered.

6. UTILITIES

The Owner has endeavored to determine the existence of utilities at the site of the Work from the records of the owners of known utilities in the area affected by the Work. The positions of these utilities as derived from such records are shown on the plans. The service connections to these utilities may not be shown on the plans.

The Contractor shall make their own investigations, including exploratory excavation, and inquiries with area utility providers, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, they shall immediately notify in writing the Owner's Representative and the owner of the utility facility.

Prior to excavation, the Contractor shall contact the appropriate regional notification center, such as Underground Service Alert, as provided in Government Code Sections 4216 et. seq.

The Contractor shall not be assessed liquidated damages for delay in completion of the Work, when such delay was caused by the failure of the Owner or the owner of the utility to provide for removal or relocation of utility facilities. The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the work and the purpose of maintaining and making repairs to their property.

7. FINAL CLEANUP

Upon completion, the Contractor shall clean all areas used in connection with the Work, and all parts of the Work and grounds occupied shall be left in a neat and presentable condition. In the event the Contractor fails to clean up as specified herein, clean up may be performed by the Owner at the Contractor's expense.

8. PROTESTS

If the Contractor considers any work required by the Owner to be outside the requirements of the Contract Documents, or if the Contractor considers any record or ruling of the Owner, the Owner's Representative or any governmental inspector to be unfair, the Contractor shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decision, and within ten (10) days after receipt thereof file a written protest with the Owner, stating clearly and in detail each objection and the reasons therefor. The Contractor shall, whether or not a written protest will be filed, immediately upon receipt of written instructions or decision proceed without delay to perform the work or conform to the record or ruling.

9. CLAIMS

As provided in Article 1.5 of Chapter 1 of Part 3 of Division 2 of the Public Contract Code, claims by the Contractor shall be in writing and include the documents necessary to substantiate the claim. Prior to submitting a claim under this Section 9, the Contractor shall comply with all applicable notification requirements under the Contract Documents. Claims shall be processed pursuant to the provisions of the Public Contract Code.

10. SUPERVISION AND SUPERINTENDENCE

The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents.

The Contractor shall designate and keep on the Work at all times during its progress a competent superintendent. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor.

11. SHOP DRAWINGS

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the Work.

The Contractor shall review, mark as approved, and submit for review by the Owner's Representative, shop drawings as called for in the Scope of Work or requested by the Owner's Representative. Shop drawings shall be submitted with promptness and in orderly sequence so as to cause no delay in prosecution of the Work.

Within 30 days after receipt of said drawings, the Owner's Representative will return two of the copies of the drawings to the Contractor with any comments noted thereon. If so noted by the Owner's Representative, the Contractor shall correct the drawings and resubmit them in the same manner as specified for the original submittal.

No portion of the Work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Owner's Representative and returned to the Contractor with a notation indicating that resubmittal is not required.

If the Contractor believes that any shop drawing or communication relative thereto calls for changes in the Work for which the contract amount or time for completion should be changed, they shall not proceed with the changes in the Work so called for and shall promptly submit to the Owner's Representative a written estimate of the changes in the contract amount and time for completion the Contractor believes to be appropriate.

12. OBSERVATION OF WORK BY OWNER'S REPRESENTATIVE

The Owner's Representative shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

13. ONE-YEAR GUARANTEE

In addition to guarantees otherwise required, the Contractor shall and hereby does guarantee the Work against defects in workmanship or materials for a period of one year after the Owner's acceptance of the Work, except for any portion of the Work that is utilized or placed into service by the owner. The Contractor shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said one year period, without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted. In the event of a failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing, the Owner is hereby authorized to proceed to have the defects remedied and made good at the Contractor's expense.

The performance bond and the payment bond shall continue in full force and effect for the guarantee period.

This section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish the Owner all appropriate guarantee or warranty certificates upon completion of the project. No guarantee period, whether provided for in this article or elsewhere, shall in any way limit the liability of Contractor or his sureties or insurers under the indemnity or insurance provisions of the Contract Documents.

14. SUBCONTRACTING

Subcontractors are authorized to the extent indicated on the Scope of Work. Otherwise, subcontracts are permitted to such extent shown to be necessary or definitely advantageous to the Contractor in the prosecution of the Work, in the sole discretion of the Owner. In the event the Contractor subcontracts any part of this contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of each subcontractor and anyone either directly or indirectly employed by them as the Contractor is responsible to the Owner for the acts and omissions of their employees. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner. The Contractor shall include in every subcontract a provision incorporating the terms and conditions of the Contract Documents into the subcontract.

15. TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY

The Contractor shall complete the Work within the time set forth in the Scope of Work; time is of the essence in this contract. Where no time for completion is specified in the Scope of Work, this section shall not apply.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this contract entitling the Owner to terminate the contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in this section and Section 16 entitled Extension of Time.

In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay Owner Five Hundred Dollars ($500.00) for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

The Contractor shall not be deemed in breach of this contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and

without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in this article and in Section 16 entitled Extension of Time.

16. EXTENSION OF TIME

The time specified for completion of all or any part of the Work may be extended only by a written change order executed by or on behalf of the Owner.

Requests for an extension of time must be delivered to the Owner's Representative within ten (10) consecutive days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the time extension requested.

17. USE OF COMPLETED PORTIONS

When the Work or any portion of it is sufficiently complete to be utilized or placed into service, the Owner shall have the right, upon written notification to the Contractor, to utilize such portions of the Work and to place the operable portions into service and to operate same.

18. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

19. SAFETY AND PUBLIC CONVENIENCE

The Contractor shall conduct their operations so as to avoid injury or damage to any person or property, and to minimize any obstruction and inconvenience to the public. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety of the public and workers.

20. RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES

The Contractor shall be responsible for all claims, demands, or liability from any cause arising out of or resulting from or in connection with the performance of the Work, excepting only those as may be caused solely and exclusively by the fault or negligence of the Owner, the Engineer, the Owner's Representative, or their consultants, or their directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss, damage, or injuries occurring after completion of the Work as well as during the progress of the Work.

21. EXCAVATION PLANS FOR WORKER PROTECTION REQUIRED BY LABOR CODE §6705

Where applicable, the Contractor shall submit to the Owner for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with all governmental regulations and orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the General Industry Safety Orders promulgated by the Department of Industrial Relations, Division of Industrial Safety, or by such other agency with responsibility therefor.

22. HOURS OF LABOR

The Contractor shall comply with all provisions of the Labor Code regarding work hours and shall pay overtime for all hours worked in excess of eight (8) hours per day.

23. PREVAILING WAGE

The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the Owner, a penalty in such amount as the Labor Commissioner shall determine for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by them or by any subcontractor under them in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1770 to 1780, inclusive.

24. APPRENTICES

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them. The Contractor and any subcontractor under them shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

25. TERMINATION FOR BREACH

If the Contractor refuses or fails to prosecute all or any part of the Work with such diligence as will ensure its completion within the time specified in the Scope of Work, or any extension thereof, or fails to complete such work within such time, or if the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of their creditors, the Owner may, without prejudice to any other right or remedy, serve written notice upon the Contractor and their surety of its intention to terminate the contract. Such notice by the Owner shall set forth the reasons for the intended termination of the contract, and unless within ten days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the contract shall upon the expiration of said ten days cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the Work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Contractor or surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%) per annum or the maximum rate authorized by California law, whichever is lower.

26. NOTICE AND SERVICE THEREOF

Any notice required or given under the contract shall be in writing and be served by personal delivery, overnight delivery or by deposit in the United States mail. Mailed notices shall be sent by certified mail, postage prepaid, and shall be addressed to the addresses in the Contract Documents or such substitute addresses which a party designates in writing and serves as set forth herein. Any notice mailed shall be deemed received seventy-two (72) hours after deposited in the United States mail.

27. WAIVER OF RIGHTS

Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the Owner, Engineer, Owner's Representative, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder.

28. ASSIGNMENTS OF ANTITRUST ACTIONS

In entering into this Contract or any subcontract to supply goods, services, or materials to the Contractor pursuant to this Contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action any of them may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this contract or any subcontract hereunder. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

29. PAYROLL RECORDS

It shall be the responsibility of the Contractor to maintain an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each subcontractor also complies with all provisions of Labor Code Section 1776 and this contract provision

The Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to the Owner, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request provided the public request is made through the Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations.

Failure of the Contractor to comply with any provision of this article or Labor Code Section 1776 within ten days of the date a written request for compliance is received shall result in a forfeiture of the maximum statutory amount per calendar day or portion thereof, for each worker, until strict compliance is obtained.

30. NOTICE OF LATENT OR HAZARDOUS CONDITIONS

In accordance with Section 7104 of the Public Contract Code, where the contract specifications require digging trenches or excavating deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

(a) Material that the Contractor may believe is hazardous waste as defined in Section 25117 of the Health and Safety Code;

(b) Subsurface or latent physical conditions differing from those indicated in the plans and specifications;

(c) Unknown physical conditions of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract specifications.

Upon receipt of written notice by the Contractor of such conditions, the Owner shall promptly investigate. If the Owner finds such conditions to exist and determine that an increase or decrease in the Contractor's cost of or time required for performance of the Work will result from the change in conditions, the Owner will issue a change order.

In the event a dispute arises between the Owner and the Contractor as to whether the conditions materially differ, or involve hazardous waster, or cause decrease or increase in the cost of or time required for performance of any part of the Work, the Contractor shall not be excused from the scheduled completion of the Work, and shall retain any and all rights which he may have pertaining to the resolution of disputes between the Owner and the Contractor, as provided in Section 9 entitled CLAIMS.

31. CONTRACTOR'S INSURANCE

31.1 GENERAL

The Contractor shall not commence or continue to perform any work unless the Contractor, at their own expense, has obtained all required insurance. The types of insurance the Contractor shall obtain and maintain are Workers' Compensation Insurance, Liability Insurance, and Builders' Risk Insurance. Worker's Compensation Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A" policyholder's rating and a financial rating of at least Class X in accordance with the most current Best's Rating.

The Contractor shall furnish to the Owner a policy or certificate of protective liability insurance in which the Owner shall be named as additional insured. The policy shall insure the Owner and its officers, employees, agents and volunteers as additional insureds; the Contractor, its employees and its subcontractors and each of their employees, and their heirs, agents, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the Work.

Should the Contractor neglect to maintain in force insurance required under the Contract Documents, then it shall be lawful for the Owner to obtain and maintain such insurance, and the Contractor hereby appoints the Owner as its true and lawful attorney-in-fact to do all things necessary for this purpose. Should the Owner make such payments on behalf of the Contractor, any monies so paid shall be charged to the Contractor and shall be deducted such from any payments due the Contractor under the Contract Documents.

31.2 WORKERS' COMPENSATION INSURANCE

The Contractor and all subcontractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the area affected by the Work, regardless of whether such coverage or insurance is mandatory or merely elective under the law. The Contractor shall provide a certificate(s) of insurance certifying that they have obtained for the period of the contract full Workers' Compensation Insurance coverage for all persons employed directly by the Contractor or through subcontractors in carrying out the Work under the contract.

31.3 LIABILITY INSURANCE

The Contractor shall obtain liability insurance as required herein, which requirements shall be shown on the certificate or separate endorsement. The certificate shall provide that coverage may not be cancelled, reduced, or changed without giving the Owner and its Engineer at least thirty (30) days prior notice thereof in writing.

The Liability Insurance coverage shall include each of the following types of insurance:

A. Commercial General Liability, including premises/operations, products/completed operations, owners' and contractors' protective liability, and contractual liability. Coverage provided shall be at least as broad as that provided under the Insurance Services Office (ISO) Commercial General Liability - Occurrence Form CG 0001.

B. Automobile Liability, with coverage at least as broad as ISO Form Number CA 0001(ed. 1/87) covering Automobile Liability, Code 1 (any auto) and must include the following coverages:

(1) Comprehensive Form Including Loading and Unloading.
(2) Owned.
(3) Hired.
(4) Non-Owned.

The policies of insurance shall contain an endorsement designating as additional insureds the Owner and its consultants, directors, officers, employees, agents and volunteers. The policy shall contain additional endorsements as follows: (i) Providing blanket contractual liability coverage for the bidder's indemnification obligations to Owner and others pursuant to the Contract Documents; (ii) Providing coverage for explosion, collapse, underground excavation and removal of lateral support; (iii) Providing that the insurance may not be canceled or reduced until 30 days after the Owner and its Engineer have actually received written notice of such cancellation or reduction; (iv) Providing "cross liability" or "severability of interest" coverage for all insureds under the policy or policies; and (v) Providing that any other insurance maintained by Owner, the Engineer or any other named insured is excess insurance, and not contributing insurance with the insurance required herein. The amount of coverage shall be no less than the following:

(1) General bodily injury and property damage -- $5,000,000 per occurrence.

(2) Automobile bodily injury and property damage -- $5,000,000 per occurrence, including owned, non-owned and hired autos, and providing coverage for loading and unloading.

The Contractor shall, within five (5) days of execution of the Agreement, provide the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all required insurance.

Included in such insurance shall be contractual coverage sufficiently broad to insure the indemnification obligation of Contractor under the Agreement.

31.4 CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE

Nothing contained in these insurance requirements is to be construed as limiting and the liability of the Contractor or the Contractor's sureties.

32. BONDS (NOT APPLICABLE)

Contractor shall, within five (5) days after execution of the Agreement, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the Agreement. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be on the mandatory form included herein, and shall be in an amount that is not less than one hundred percent (100%) of the total amount payable under this Agreement.

Contractor shall also furnish a Payment Bond, approved by the Owner, in a sum not less than one hundred percent (100%) of the total amount payable under the Agreement. The form of Payment Bond included herein is a mandatory form.

33. ESTIMATES AND PAYMENTS

33.1 PAYMENT FOR CHANGES IN THE WORK

Changes in, additions to, or deductions from the Work, including increases or decreases in the quantity of any item or portion of the Work, shall be set forth in a written change order executed by the Owner which shall specify: (a) the changes, additions, and deductions to be made; (b) the increase or decrease in compensation due the Contractor, if any; and (c) adjustment in the time of completion, if any.

Adjustment in the compensation due Contractor shall be determined by one or more of the following methods in the order of precedence listed below:

1) Unit prices contained in the contract.

2) Mutually agreeable lump-sum or unit prices. If requested by the Owner's Representative, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump-sum and unit prices.

3) Where an adjustment in compensation due the Contractor has not been determined, but a written change order has been issued by the Owner, the Contractor shall promptly proceed with the work involved. In such case, the Contractor shall be compensated for furnishing labor, materials, tools, and equipment on a cost-plus basis, as follows:

a) Cost of labor plus fifteen percent (15%) for workers directly engaged in the performance of the work. Cost of labor shall include actual wages paid including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes plus payments imposed on payroll amounts by state and federal laws plus subsistence and travel allowance payments to workers.

b) Cost of material plus fifteen percent (15%). Cost of material shall include sales tax, freight, and delivery charges. The Owner reserves the right to furnish such materials as it deems advisable and the Contractor shall not be paid the fifteen percent (15%) markup on such materials.

c) For tools and equipment actually engaged in the performance of the work, rental rates plus fifteen percent (15%). The rental rates shall be those prevailing in the area where the Work is performed. No rental charge shall be made for the use of tools or equipment having a replacement value of $500.00 or less.

d) Subcontractor invoices to the Contractor plus five percent (5%). Subcontractor invoices shall be based on the above-described cost of labor plus fifteen percent (15%) cost of material plus fifteen percent (15%), and tool and equipment rental rates plus fifteen percent (15%).

No payment shall be made for any item not set forth above, including without limitation, Contractor's overhead, general administrative expense, supervision, or damages claimed for delay in prosecuting the remainder of the Work.

For cost-plus work, the Contractor shall provide daily work sheets showing an itemized breakdown of labor, materials, tools, and equipment used in performing the work. If requested by the Owner, the Contractor shall produce records enable the Owner to determine the cost of work and materials used.

33.2 PROGRESS PAYMENTS

The Contractor shall submit monthly a written estimate of the value of the work completed by the Contractor and of materials delivered on the ground at the site of the Work or stored subject to or under the control of the Owner prior to the first of the month in which the estimate is made. The Owner shall retain five percent (5%) of such estimated value as part security for the fulfillment of the contract and shall within thirty (30) days pay the balance of such estimated value after deducting therefrom all previous payments and all sums to be kept or retained under the terms of the contract. All amounts so retained are withheld subject to the provisions of Public Contract Code Section 7107.

Pursuant to Section 20104.50 of the Public Contract Code, should the Owner fail to make a progress payment within thirty days after receipt of the undisputed and properly submitted pay estimate from the Contractor, the Contractor is entitled to interest from the Owner at the then-prevailing legal rate.

33.3 CONTRACT RETENTION

At the request and expense of the Contractor and pursuant to Public Contract Code Section 22300, securities equivalent to any amount withheld by Owner to ensure the Contractor's performance under the contract shall be deposited with the Owner, or, at the Contractor's request, with a state or federally chartered bank as the escrow agent. Alternatively, and upon approval of the Owner, retention monies earned may be deposited directly with an escrow agent licensed under Division 6 (commencing with Section 17000) of the Financial Code. Escrow instructions shall conform to the requirements of Public Contract Code Section 22300. All securities deposited pursuant to this section shall be accompanied by an unconditional assignment of such securities executed by the Contractor which will permit the Owner or the escrow agent to liquidate such securities without additional authorization from the Contractor.

33.4 FINAL ESTIMATE AND PAYMENT

When the Work has been completed, the Owner will make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the contract. If the Owner finds the Work has been completed according to the contract, it shall accept the Work, shall file a notice of completion, and shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be retained under the provisions of the contract, including any right of offset the Owner may have against the Contractor under the terms of this or any other contract between the Owner and the Contractor. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final payment, including all amounts retained from any progress payments, shall not be due and payable until the expiration of thirty-five (35) days from the date of filing a notice of completion of the Work by the Owner, but in all events shall be paid within sixty (60) days of completion of the Work, as defined in Section 7107 of the Public Contract Code.

In the event of a dispute between the Owner and the Contractor over the amount due, the Owner may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed

amount. In the event that retained funds are not paid within the time specified herein or are wrongfully withheld, as provided in Section 7107, the Owner shall be subject to a charge of two percent (2%) per month on the improperly withheld amount, in lieu of any interest otherwise due. In any action for collection of funds allegedly wrongfully withheld, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in such action.

It is mutually agreed between the parties to the contract that no certificate given or payment made under the contract shall be conclusive evidence of performance of the contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract shall release the Owner, the Engineer, the Owner's Representative, and their consultants, and each of their directors, officers, employees, and agents from any and all claims or liability arising out of the contract.

33.5 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS

In addition to the amount which the Owner may retain under Section 33.2 or Section 33.4, the Owner may withhold a sufficient amount from any payment otherwise due as may be necessary to cover:

Payments which may be past due and payable for properly filed claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the Work.

Estimated or actual costs for correcting defective work not remedied.

Estimated or actual costs for performing any work required of the Contractor pursuant to Section 7 entitled FINAL CLEANUP.

Estimated or actual costs of extraordinary or overtime inspection services provided by the Owner.

Costs incurred by the Owner for relocation of underground facilities which should have been borne by the Contractor under the Contract Documents.

Amounts claimed by the Owner as forfeiture due to delay or other offsets.

Unpaid premiums for insurance required under the contract.

Any other amounts owing by Contractor to Owner.

The Owner may apply such withheld amounts to the payment of such claims as the Owner in its sole discretion deems necessary or advisable. The Owner will render to the Contractor a proper account of such funds disbursed on behalf of the Contractor.

33.6 COST STATEMENT

The Contractor shall furnish the Owner promptly, upon completion of the Work, all information necessary to determine the cost of the Work, including an itemized statement in a form satisfactory to the Owner of the actual cost of all labor, materials, rentals, repairs, compensation and other insurance, transportation of labor, equipment and materials, engineering or other special services, supervision, overhead, depreciation, and taxes properly chargeable against the Work, and any and all costs entering into the work performed. The Contractor shall permit the Owner to have access to original payrolls, vouchers, and other records to the extent required to verify the figures given in said statement, and the Contractor shall not be entitled to receive payment on account of the final estimate as hereinabove provided, unless and until the Contractor furnishes the Owner a satisfactory statement of the cost of the entire Work.

P A L M D A L E W A T E R D I S T R I C T

B O A R D M E M O R A N D U M

DATE:	July 16, 2015	**July 22, 2015**
TO:	BOARD OF DIRECTORS	**Board Meeting**
FROM:	Mr. Matthew R. Knudson, Engineering Manager	
VIA:	Mr. Dennis D. LaMoreaux, General Manager	
RE:	***AGENDA ITEM NO. 6.4 – APPROVAL OF AMENDMENT NO. 2 TO ITZEN ARCHITECTS AGREEMENT TO DEVELOP A DETAILED DESIGN CONCEPT AND A CONSTRUCTION COST ESTIMATE FOR NEXT PHASE OF OFFICE REMODEL.***	

Recommendation:

The Facilities Committee and staff recommend that the Board approve Amendment No. 2 to the Itzen Architects Agreement to develop a detailed design concept and a construction cost estimate for the next phase of the office remodel in the not-to-exceed amount of $28,400.00.

Impact of Taking No Action:

A construction cost estimate will not be prepared.

Background:

The Board approved a Consultant Services Agreement for Professional Architectural Services with Itzen Architects to provide a schematic design of the customer service counter and lobby area and presented their results to the Board. The next phase of this work is the design development phase where Itzen Architects will provide more detail as to what the proposed improvements will look like and will also provide a good cost estimate for construction of the improvements.

Strategic Plan Initiative:

This work is part of Strategic Plan Initiative No. 3 – Infrastructure.

Budget:

This item is a budgeted item under Item No. 1-02-4110-000 Consultants.

Supporting Documents:

- Second Amendment to Consultant Services Agreement for Architectural Services

SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT FOR

ARCHITECTURAL SERVICES

This Second Amendment to that certain Consultant Services Agreement, dated November 1, 2014 ("Second Amendment"), is made and entered into this 22nd day of July, 2015, by and between the PALMDALE WATER DISTRICT, a public corporation organized and existing under the provisions of the California Water Code ("District"), and ITZEN ARCHITECTS, INC., a California Corporation ("Consultant").

RECITALS

WHEREAS, District and Consultant previously entered into that certain "Consultant Services Agreement for Professional Architectural Services," dated November 1, 2014 (the "Agreement"), whereby Consultant agreed to provide schematic design of the customer service counter and lobby area services to the District as described in the Scope of Services for the Agreement; and

WHEREAS, District and Consultant now desire to amend the Agreement in order to provide for a modified Scope of Services, attached hereto and incorporated herein as Exhibit "A"; and

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECOND AMENDMENT

Section 1. Amendment to Scope of Services. Consultant shall provide the additional services, as attached as Exhibit "A" pursuant to this Second Amendment.

Amendment to Compensation. For the services rendered pursuant to this Second Amendment, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum amendment amount of Twenty Eight Thousand Four-Hundred Dollars ($28,400.00).

Section 2. Continuing Effect of Agreement. Except as expressly amended by this Second Amendment, all other terms, conditions, and obligations of the Agreement shall remain in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment.

Section 3. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement,

such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

[SIGNATURES ON THE FOLLOWING PAGE]

"DISTRICT"

PALMDALE WATER DISTRICT, a public corporation organized and existing under the provisions of the California Water Code

_____
Dennis D. LaMoreaux, General Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
General Counsel

"CONSULTANT"
ITZEN Architects, Inc.

By: _____
Name: Jana Itzen
Title: President

By: _____
Name: William Itzen
Title: Vice-President

Address: 3843 Bristol Street #158
Santa Ana, CA 92704

Headquarters:
404 W. 4th Street, Suite L
Santa Ana, CA 92701
714-716-5042

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

A.1 Consultant shall provide to District the following Design Development Plans of the following areas within District offices (to be included within the existing Scope of Services attached to the Agreement) pursuant to this Second Amendment:

1. Develop the approved space plans/ schematic design into Design Development Plans for review and approval.

    a. Lobby / Customer Care Counter
    b. Customer Care Open Office
    c. Finance Department
    d. Restrooms
    e. Breakroom / Print Hub

2. Develop the Code Analysis for the areas of renovation
3. Present 2 color and material finish palette options for selection and approval
4. Designate wall types, doors, hardware and glazing
5. Identify Electrical and Telephone/Data locations
6. Specialty Lighting and HVAC requirements
7. Coordinate with Mechanical, Electrical, Plumbing and Structural consultants
8. Coordinate with District's Security Consultants
9. DD Revisions include one (1) set of minor revisions

Three (3) Site Visits/Meetings:

1. Preliminary DD Site Investigation
2. Present Design Development
3. Final Design Development Presentation to the Board of Directors

EXHIBIT "B"

SCHEDULE OF COMPENSATION

B-1. CONSULTANT shall be compensated on a "fixed fee" basis in an amount not to exceed Twenty Eight Thousand Four-Hundred Dollars ($28,400.00) which amount shall include One Thousand Four-Hundred Dollars ($1,400.00) in "reimbursable expenses."

B-2. Upon execution of this Agreement by all parties DISTRICT shall advance to CONSULTANT a retainer of Seven Thousand Dollars ($7,000.00) the same to be credited against the total fix fee compensation noted herein.

B-3. Reimbursable expenses shall be defined to include, but not be limited to, lodging, transportation expenses (outside of Orange County), messenger services, extraordinary postage, photography, reproductions, plots/reprographics, models, renderings, and consultants, if required by CONSULTANT and approved by the Contract Officer in advance. These expenses shall be billed by the CONSULTANT to DISTRICT at one point two (1.2) times their actual cost up to the maximum reimbursable expenses noted above.

P A L M D A L E W A T E R D I S T R I C T

B O A R D M E M O R A N D U M

DATE:	July 16, 2015	**July 22, 2015**
TO:	BOARD OF DIRECTORS	**Board Meeting**
FROM:	Mr. Dennis D. LaMoreaux, General Manager	
RE:	***AGENDA ITEM NO. 6.5 – APPROVE ABSENCE OF PRESIDENT MAC LAREN FROM JULY 8, 2015 MEETING DUE TO VACATION.***	

President Mac Laren was absent from the July 8, 2015 Board Meeting. Agenda Item No. 6.5 has been placed on the Consent Calendar to excuse this absence pursuant to Section 4.07.2 of the District's Rules and Regulations which states, "The Board shall excuse absences by approving such absences pursuant to the Consent Calendar at the next regular Board meeting."

THE PUN GROUP 2015 ANNUAL CLIENT EDUCATIONAL SEMINAR
Cerritos
August 3, 2015

NAME:_____

_____

ADVANCE REGISTRATION DEADLINE**:**_____

MEALS: ___YES ___NO SPOUSE: ___YES ___NO SPOUSES' TOUR: ___YES ___NO

DEPARTMENTAL TRAVEL BUDGET:

REGISTRATION:_____ TRAVEL:_____
TOTAL REMAINING BALANCE:_____

PROPOSED EXPENSES:
Registration: _____
Transportation:_____
Meals:* _____
Miscellaneous: _____
TOTAL: _____

*DIRECTORS: Expenses are outlined in Section 4.06.1 of the District's Rules and Regulations.
*FOR STAFF: Meal limitations are outlined on pages 30 and 31 of the District's Employee Manual.
Please review these limitations.

HOTEL ACCOMMODATIONS: ___YES ___NO REGISTRATION DEADLINE:_____
ARRIVAL DATE/TIME:_____ DEPARTURE DATE/TIME:_____

TYPE OF ACCOMMODATIONS:
_____ SINGLE (1 PERSON)
_____ DOUBLE (2 PEOPLE)
_____ (2 PEOPLE/2 BEDS)

AIRLINE RESERVATIONS: ___YES ___NO

DEPART FROM _____ on _____ at _____ AM/PM
(airport) (date) (time)

RETURN FROM _____ on _____ at _____ AM/PM
(airport) (date) (time)

SUPERVISOR APPROVAL:_____DATE:_____

2015 Annual Client Educational Seminar

SAVE THE DATE !

August 3, 2015

Cerritos Library, Skyline Room
18025 Bloomfield Ave
Cerritos, CA 90703

August 10, 2015

San Diego Metropolitan Transit System
1255 Imperial Ave, Suite 1000
San Diego, CA 92101

August 12, 2015

City of Clovis – Clovis Fire Department
1233 5th Street
Clovis, CA 93612

August 18, 2015

Town of Danville
Veterans Memorial Building
400 Hertz Ave
Danville, CA 94526

8:00am – 5:00pm
(Includes: Continental Breakfast, Lunch and Afternoon Snacks)

CPE Credits: 8 Hours

Cost

FREE for Current Clients of the Firm
$100 for Non-Clients

RSVP to Tina Furey
(949) 777-8800
tina.furey@pungroup.com

This year's event will cover the following topics:

- GASB No. 68 – *Accounting and Financial Reporting for Pensions*
- GASB No. 71 – *Pension Transition for Contributions Made Subsequent to the Measurement Date*—an amendment of GASB Statement No. 68
- GASB Updates
  - ✓ GASB No. 72 – *Fair Value Measurement and Application*
  - ✓ GASB No. 73 – *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68 and Amendments to Certain Provisions of GASB Statements 67 and 68*
  - ✓ GASB No. 74 – *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*
  - ✓ GASB No. 75 – *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*
- Uniform Grant Guidance
- Survey of Cities and Counties

Instructors:

Gary M. Caporicci

- **Appointed Member of the CA State Controller's Retirement Advisory Committee**
- Public Member, County of Orange, Audit Oversight Committee
- Member, Author, Instructor – AICPA
- Chair, Author,Instructor – CalCPA Government Accounting and Auditing Committee
- Member, CalCPA Council
- Chair, California Committee on Municipal Accounting (CCMA)
- Task Force Member, Governmental Accounting Standards Board (GASB)
- National Reviewer & Speaker, Government Finance Officers Association (GFOA)
- Author and Instructor, New Pension Standards, GASB Nos. 67, 68 and 71

Kenneth H. Pun

- Speaker, CSMFO Conference (2014)
- Member, AICPA
- Member, CalCPA
- Member, CalCPA Government Accounting and Auditing Committee
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)

THE PUN GROUP
ACCOUNTANTS & ADVISORS

PUN & McGEADY

31ST ANNUAL TRI-STATE SEMINAR
Las Vegas, Nevada
September 22 - 24, 2015

NAME:_____

_____

ADVANCE REGISTRATION DEADLINE**:** 8-31-15

MEALS: ___YES ___NO SPOUSE: ___YES ___NO SPOUSES' TOUR: ___YES ___NO

DEPARTMENTAL TRAVEL BUDGET:

REGISTRATION:_____ TRAVEL:_____
TOTAL REMAINING BALANCE:_____

PROPOSED EXPENSES:
Registration: _____
Transportation:_____
Meals:* _____
Miscellaneous: _____
TOTAL: _____

*DIRECTORS: Expenses are outlined in Section 4.06.1 of the District's Rules and Regulations.
*FOR STAFF: Meal limitations are outlined on pages 30 and 31 of the District's Employee Manual.
Please review these limitations.

HOTEL ACCOMMODATIONS: ___YES ___NO REGISTRATION DEADLINE:_____
ARRIVAL DATE/TIME:_____ DEPARTURE DATE/TIME:_____

TYPE OF ACCOMMODATIONS:
_____ SINGLE (1 PERSON)
_____ DOUBLE (2 PEOPLE)
_____ (2 PEOPLE/2 BEDS)

AIRLINE RESERVATIONS: ___YES ___NO

DEPART FROM _____ on _____ at _____ AM/PM
(airport) (date) (time)

RETURN FROM _____ on _____ at _____ AM/PM
(airport) (date) (time)

SUPERVISOR APPROVAL:_____DATE:_____

31st Annual TRI-STATE SEMINAR September 22-24, 2015

Tuesday – Thursday

Las Vegas, Nevada

Registration **Still Only $95**

ATTENDEE REGISTRATION FORM*

Please fill in all the blanks

Name _____ Title _____

Employer _____

Address _____
(Address where registration packet should be mailed)

City _____ State _____ Zip _____

Phone (____) _____ Fax (_____) _____

Attendee E-mail: _____

Guests Attending _____ ***$5 charge for package reprint***

CREDIT CARD INFORMATION

Visa, MasterCard, American Express, Discover Card only

Please Check Credit Card Type: ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover Card

Credit Card #: _____ Security Code (CCV): _____
(Found on back of card)

Expiration Date: _____ Cardholder Signature _____

SPECIAL SERVICES

❑ Please check here if you require special accommodations to fully participate. Attach a written description of your needs

❑ Please check here if you DO NOT wish to have your information/e-mail addressed published/shared with our exhibitors.

WORKSHOPS LISTED ON SECOND PAGE

REGISTRATION

Must be registered as Seminar Attendee to participate in all Tri-State Seminar activities.

Early-Registration prior to 8/31/15	$95.00	Amount Enclosed:
Registration After 8/31/15	$120.00	Amount Enclosed:
Guest Fee	Number x $15.00	Amount Enclosed:
Work Shop(s)	Total Page Two	Amount Enclosed:
Tours		Amount Enclosed:
Golf, Registration Prior 8/31/15	Number x $130.00	Amount Enclosed:
Golf, Registration After 8/31/15	Number x $155.00	Amount Enclosed:
		Total Registration Fees: $
Golfers Name	Golfers Name	
Golfers Name	Golfers Name	
Tee Sponsorship Fee	$250.00	Amount Enclosed:

TOURS

Wednesday, September 23
Venetian Hotel - $10.00
12:50 – 3:50
Limit: 20

Hoover Dam: $50.00
8:00 – 3:00
Limit: 55

Thursday, September 24
Venetian Hotel: $10.00
9:20 – 11:30
Limit: 20

Refund Deadline – August 31, 2015. All refunds subject to a 25% Cancellation Fee.

Make check/money order payable to: **Tri-State Seminar** c/o Annette Duarte, P.O. Box 11220, Tucson, AZ 85734
OR 201 North Stone Ave., 8th Floor, Tucson, AZ 85701 • **OR** Fax to (520) 791-6624 with credit card information.

WORKSHOPS

Course	Days	Cost
First Responder Operations (HAZWOPER) (Seats 50)	Tuesday	❒ $ 95
Temporary Traffic Control Technician (Seats 50)	Tuesday	❒ $100
Asbestos Class II Worker (Seats 16)	Tuesday	❒ $175
Active Shooter Threat 0.5 Day (Morning Session, Seats 50)	Tuesday	❒ $ 95
Active Shooter Threat 0.5 Day (Afternoon Session, Seats 50)	Tuesday	❒ $ 95
Confined Space Entry (Seats 50)	Wednesday	❒ $ 95
Nighttime Temporary Traffic Control Technician (Seats 50)	Wednesday	❒ $ 95
Active Shooter Threat 0.5 Day (Morning Session, Seats 50)	Wednesday	❒ $ 95
Active Shooter Threat 0.5 Day (Afternoon Session, Seats 50)	Wednesday	❒ $ 95
Confined Space Entry (Seats 50)	Thursday	❒ $ 95
Temporary Traffic Control for Utility Operations (Seats 50)	Thursday	❒ $100
Trenching and Excavation Competent Person 1-Day (Seats 50)	Thursday	❒ $ 95
MS4 Compliance and Code Enforcement 1 1/2-Days (Seats 50)	Wednesday-Thursday	❒ $350
NASSCO Inspector Training Certification Program (ITCP) 2-Days (Seats 16)	Wednesday-Thursday	❒ $900
NASSCO Pipes, Laterals & Manholes 3-Days (Seats 25)	Tues-Weds-Thurs	❒ $900

Total: $ _____

TRI-STATE SEMINAR 2015

TUESDAY, SEPTEMBER 22, 2015

	WASTEWATER TREATMENT	SONOMA C & D	SESSION
7:30-8:20	**INNOVATIVE APPROACHES TO BIOLOGICAL RETROFITS** *Steve Meyers, Ovivo*		1110
8:30-9:20	**MANAGING H2S FOR ODORS AND CORROSION CONTROL** *Rick Allen, BioLynceus*		1210
9:40-10:30	**OPTIMIZATION OPTIONS FOR NUTRIENT REMOVAL** *Ali Trollier, HACH*		1310
10:40-11:30	**WASTEWATER MICROBIOLOGY PROBLEMS AND SOLUTIONS** *Ryan Hennessy, Microbial Discovery Group*		1410
12:50-1:40	**CHEMICAL METERING PUMPS, ACCESSORIES, AND SYSTEMS** *Richard Hopkins, Hopkins Technical Products, Inc.*		1510
2:00-2:50	**NON-CONTACT UV SYSTEMS; AN INTRODUCTION** *Taylor Reynolds, Enagua*		1610
3:00-3:50	**REAL SCIENCE OF POLYMER ACTIVATION** *Yong Kim, UGS Chemical Feed, Inc.*		1710
	WATER TREATMENT AND SURFACE WATER	**NAPA A & B**	**SESSION**
7:30-8:20	**THM REDUCTION USING SPRAY AERATION** *Lyle Mariam, Las Vegas Valley Water District*		1114
8:30-9:20	**MICROFIBER CLOTHLOWERS RO SYSTEM MAINTENANCE** *Dave Holland, Aqua-Aerobic Systems*		1214
9:40-10:30	**CHLORAMINATION FOR QUAGGA MUSSEL CONTROL** *Julia Lew, Southern Nevada Water Authority*		1314
10:40-11:30	**TRIHALOMETHANE COMPLIANCE: SOURCE TO TAP** *H. Kenneth Hudnell, Medora Corporation*		1414
12:50-1:40	**ACTIVE CONTROL OF THM LEVELS IN DRINKING WATER** *Ethan Brooke, PAX Water Technologies*		1514
2:00-2:50	**CHEMICAL METERING PUMPS, ACCESS, AND SYSTEMS** *Richard Hopkins, Hopkins Technology Products, Inc.*		1614
3:00-3:50	**AUTOMATED DISINFECTANT RESIDUAL CONTROL** *Holda Crocker, PAX Water Technologies*		1714
	BACKFLOW PREVENTION	**NAPA C & D**	**SESSION**
7:30-8:20	**THE HYDRAULIC CONDITION** *Jim Purzycki, BAVCO*		1101
8:30-9:20	**BACKFLOW PREVENTION ASSEMBLIES AND THEIR APPLICATIONS** *Scott Allison, O'Connor Sales, Inc.*		1201
9:40-10:30	**BACKFLOW PREVENTION ASSEMBLY TESTING PROCEDURE** *Lyle Greenhill, Southern Nevada Backflow Services*		1301
10:40-11:30	**BACKFLOW TROUBLE SHOOTING AND TESTING PROCEDCURES** *Randy de la Garza, City of Surprise AZ*		1401
12:50-1:40	**BACKFLOW PREVENTION AND FIRE SUPPRESSION SYSTEMS** *Kevin Poe, Watts/Ames Corporation*		1501
2:00-2:50	**RESPONSE TO A BACKFLOW INCIDENT** *Jim Purzycki, BAVCO*		1601
3:00-3:50	**OPERATION OF AN EFFECTIVE CCC PROGRAM** *Eugene Bragazzi, City of Henderson NV*		1701
	WATER DISTRIBUTION	**GRAND BALLROOM A**	**SESSION**
7:30-8:20	**AMI - EVALUATION FOCUSES** *Bernard Dunham, Delta Engineering Sales*		1111
8:30-9:20	**WATER LOSS MANAGEMENT - LEAK DETECTION** *Dan Milliron, National Meter & Automation*		1211
9:40-10:30	**REDUCING LOSSESS FROM COMMERCIAL CUSTOMERS** *Gilbert Hamberg, Gilbert Hamberg, Esq.*		1311
10:40-11:30	**AN INFRASTRUCTURE-FREE AMI ALTERNATIVE** *Jimmy Terry, Jr., National Meter and Automation, Inc.*		1411
12:50-1:40	**METHODS OF PIPE REPAIR** *Scott Bennett, Romac Industries*		1511
2:00-2:50	**CELLULAR PUBLIC CARRIER NETWORKS FOR YOUR AMI** *Millard Jones, Metron/Farnter Transparent Technologies*		1611
3:00-3:50	**DISTRIBUTION NETWORK MONITORING** *Dawn Halpern, Utilitiy Service Group*		1711
	WORKSHOP CERTIFICATION		**SESSION**
7:30-3:50	****3-DAY CLASS** NASSCO PIPES, LATERALS, & MANHOLES CERTIFICATION ASSESSMENT PROGRAM (PACP, MACP, AND LACP)**	**TURTLE BAY**	1815
7:30-3:50	**FIRST RESPONDER OPERATIONS (HAZWOPER)** *Rogelio Horta, ehs Inc.*	**CYPRESS**	1816
7:30-3:50	**TEMPORARY TRAFFIC CONTROL TECHNICIAN** *American Traffic Safety Services Assoc. (ATSSA)*	**REDWOOD**	1817

	MAINTENANCE	GRAND BALLROOM B	SESSION
7:30-8:20	**AN EFFECTIVE CORROSION CONTROL PROGRAM** *Dale Claassen, Las Vegas Valley Water District*		1106
8:30-9:20	**CONDITION ASSESSMENT OF CONCRETE STRUCTURES** *Bryan Osborne, Clark County Water Reclamation District*		1206
9:40-10:30	**WHY COAT YOUR CONCRETE TANK?** *Jonathan Cato, Utility Service Group*		1306
10:40-11:30	**MH & VAULT INSPECTION, MAINTENANCE, REHAB, OR REPLACEMENT** *Dave Badgley, Badgley & Assoc.*		1406
12:50-1:40	**IT'S A PUMP'S LIFE: OPTIMIZING RUN TIME** *Rick Jesmok, Flow & Control*		1506
2:00-2:50	**VORTEX INSERTS FOR ODOR/CORROSION CONTROL** *Richard Valdez, IPEX USA, LLC*		1606
3:00-3:50	**ODOR CONTROL FOR WATER & SEWER APPLICATIONS** *Lynn Wager-Powers & Ryan Powers, Robert H. Wager Company, Inc.*		1706
	WASTEWATER COLLECTIONS	**SONOMA A & B**	**SESSION**
7:30-8:20	**FOLD AND FORM PVC LINERS FOR SEWER REHAB** *Richard Valdez, IPEX USA, LLC*		1102
8:30-9:20	**A PRESCRIPTION FOR A HEALTHY SEWER** *John Harrell, Helix Laboratories*		1202
9:40-10:30	**O&M CONSIDERATIONS FOR PRESSURE SEWER SYSTEMS** *Keith McHale, Environment One Corporation*		1302
10:40-11:30	**JET UP! TAKING SCIENCE TO THE SEWER!** *Scott Paquet, Nozzteq, Inc.*		1402
12:50-1:40	**MANAGING H2S FOR ODORS AND CORROSION CONTROL - PART 1** *Rick Allen, BioLynceus*		1502
2:00-2:50	**MANAGING H2S FOR ODORS AND CORROSION CONTROL - PART 2** *Rick Allen, BioLynceus*		1602
3:00-3:50	**ACOUSTIC INSPECTION OF SANITARY SEWER LINES** *George Selembo, Infosense, Inc.*		1702
	SAFETY/HEALTH/SECURITY	**BRUNSWICK ROOM**	**SESSION**
7:30-8:20	**CONFINED SPACE AWARENESS - PART 1** *Pamela Martin, State of Nevada, SCATS*		1108
8:30-9:20	**CONFINED SPACE AWARENESS - PART 2** *Pamela Martin, State of Nevada, SCATS*		1208
9:40-10:30	**HIGHLIGHTS OF THE NEW 2015 ANSI Z244 LOCKOUT STANDARD** *Todd Grover, Master Lock*		1308
10:40-11:30	**OSHA UPDATES TO THE RECORD KEEPING STANDARD** *Joy Flack, OSHA*		1408
12:50-1:40	**REDUCING RISKS WHEN INSTALLING WATER PIPES** *Michael Neill & Andy Gray, Infra-Tect, Inc.*		1508
2:00-2:50	**TRENCHING AND EXCAVATION** *Jorge Flores, ETC Compliance Solutions*		1608
3:00-3:50	**MONITORING CONFINED SPACES** *Jason Call, B/W Honeywell*		1708
	STORMWATER	**MONTEREY BAY**	**SESSION**
7:30-8:20	**TAKING THE REIN'S WITHOUT GETTING DRENCHED** *Justin Bern, City of Scottsdale AZ*		1113
8:30-9:20	**NELLIS AFM MS4** *Russ Collins, 99th Civil Engineer Squadron*		1213
9:40-10:30	**100 MEMBER PPT - A RECIPE FOR SUCCESS & INSPECTION TECH.** *Lisa Farinas, City of Phoenix Aviation Dept. & Julia Chivington-Buck, CDM Smith*		1313
10:40-11:30	**3 FUNDAMENTALS FOR BEHAVIOR CHANGE CAMPAIGN** *Stephen Groner, S. Groner Associates, Inc.*		1413
12:50-1:40	**SIMPLE AND EFFECTIVE MS4 INSPECTIONS** *T. Luke Owen, NPDES Stormwater Training Institute*		1513
2:00-2:50	**STATE STORMWATER COMPLIANCE INSPECTIONS** *Chris Gravenstein, NDEP*		1613
3:00-3:50	**SOUND THE ALARM, FIRE FIGHTING AND STORMWATER** *Lisa Farinas, City of Phoenix Aviation Department*		1713
	WORKSHOP CERTIFICATION		**SESSION**
7:30-3:50	**ASBESTOS CLASS II WORKER** *Dale Becker, Asbestos Training Institute*	**MORRO BAY**	1818
7:30-11:30	**ACTIVE SHOOTER THREAT** *John Isaac-Chadwell, ehs Inc*	**JOSHUA**	1819
12:50-3:50	**ACTIVE SHOOTER THREAT** *John Isaac-Chadwell, ehs Inc*	**JOSHUA**	1820

9:20 A.M. - 9:40 A.M. - BREAK

11:30 A.M. - 12:50 P.M. - LUNCH

1:40 P.M. - 2:00 P.M. - BREAK

9:20 A.M. - 9:40 A.M. - BREAK

11:30 A.M. - 12:50 P.M. - LUNCH

1:40 P.M. - 2:00 P.M. - BREAK

TRI-STATE SEMINAR 2015

WEDNESDAY, SEPTEMBER 23, 2015

	MAINTENANCE	GRAND BALLROOM B	SESSION
7:30-8:20	SACRIFICIAL ANODE ISSUES ON DISTRIBUTION PIPE *Dale Claassen, Las Vegas Valley Water District*		2106
8:30-9:20	PIPE JOINT ISOLATION - REDUCE CORROSION ON DI PIPES *Michael Neill & Andy Gray, Infra-Tect, Inc.*		2206
9:40-10:30	LARGE DIAMETER PVC GRAVITY W& WW PIPE REHAB & REPAIR *Dave Gellings, TRI Trenchless*		2306
10:40-11:30	AIR VALVE MAINTENANCE - CRITICAL TO OPERATION *Stew Harvey, Golden State Marketing (GSM)*		2406
12:50-1:40	ARV ODOR CONTROL FOR AIR RELIEF VALVES *Lynn Wager-Powers & Ryan Powers, Robert H. Wager company, Inc.*		2506
2:00-2:50	REDUCING RISKS INSTALING W & WW PRESSURE PIPES *Michael Neill & Andy Gray, Infra-Tect, Inc.*		2606
3:00-3:50	TRENCHLESS PIPE JOINT & SPOT REPAIRS *Mike Fox, Hydra Tight/Cretex*		2706
	WASTEWATER TREATMENT	**SONOMA C & D**	**SESSION**
7:30-8:20	OPTIMIZING CLARIFIER PERFORMANCE - PART 1 *John Essler, Clarifier Performance Evaluations, Inc.*		2110
8:30-9:20	OPTIMIZING CLARIFIER PERFORMANCE - PART 2 *John Essler, Clarifier Performance Evaluations, Inc.*		2210
9:40-10:30	OPTIMIZING CLARIFIER PERFORMANCE - PART 3 *John Essler, Clarifier Performance Evaluations, Inc.*		2310
10:40-11:30	OPTIMIZING CLARIFIER PERFORMANCE - PART 4 *John Essler, Clarifier Performance Evaluations, Inc.*		2410
12:50-1:40	CENTRATE ADDITION FOR THM CONTROL *Michael Kostrzewski, Pima County Regional WRD*		2510
2:00-2:50	SOLIDS OPTIMIZATION IN BIOREACTORS *Michael Hernandez, HACH*		2610
3:00-3:50	ELECTRONIC ROUNDS - STRANDED ASSET MONITORING Eric Nelson, Pima County Regional WRD		2710
	ENVIRONMENTAL COMPLIANCE/PRETREATMENT	**NAPA C & D**	**SESSION**
7:30-8:20	QA/QC FOR THE PRETREATMENT INSPECTOR *John Watson, JW Environmental Consulting, LLC*		2107
8:30-9:20	BASIC SAMPLING AND FLOW MONITORING PRINCIPLES - PART 1 *Amy & Dennis Gamache, Western Environmental Equipment Company*		2207
9:40-10:30	BASIC SAMPLING AND FLOW MONITORING PRINCIPLES - PART 2 *Amy & Dennis Gamache, Western Environmental Equipment Company*		2307
10:40-11:30	BASIC SAMPLING AND FLOW MONITORING PRINCIPLES - PART 3 *Amy & Dennis Gamache, Western Environmental Equipment Company*		2407
12:50-1:40	FOG: MANAGING FOG PRODUCERS - PART 1 *Rick Allen, BioLynceus*		2507
2:00-2:50	FOG: MANAGING FOG PRODUCERS - PART 2 *Rick Allen, BioLynceus*		2607
3:00-3:50	EPA PRETREATMENT UPDATE *Amelia Whitson, U.S. EPA Pacific Southwest Region 9 Coordinator*		2707
	INSTRUMENTATION/ELECTRICAL & CONTROL	**NAPA A & B**	**SESSION**
7:30-8:20	BIG DATA AND WATER - TURN DATA INTO DECISIONS **Gregory Quist, Rincon Del Diablo & David Drake, Hadronex**		2114
8:30-9:20	CLOUD SCADA, IS IT RIGHT FOR YOU? *Troy Hertog, ICS Healy-Ruff*		2214
9:40-10:30	ELECTRICITY DOES MIX WITH WATER *Sargent Benson & Sean Vallestreros, Las Vegas Valley Water District*		2314
10:40-11:30	ELECTRIC MOTORS: TDH VS AMPS *David Carhart & Joel Marston, Natinal Park Service*		2414
12:50-1:40	LEAK DETECTION MULTI-LAYER HYBRID ALGORITHIM *Dr. Milos Stojkovic & Vlaeta Minenkovic, Rhyton Global and Netico Solutions*		2514
2:00-2:50	OPERATORS MAKE THE BEST ENGINEERS Jeromy Peterson & Borvert Messic		2614
3:00-3:50	ONLINE MONITORING OF CU/SE AT MINE CLOSURE *Vladimir Dozortsev & Katherine Stoll*		2714
	WORKSHOP CERTIFICATION		**SESSION**
7:30-3:50	**3-DAY CLASS** NASSCO PIPES, LATERALS, & MANHOLES CERTIFICATION ASSESSMENT PROGRAM (PACP, MACP, AND LACP) *Marilyn Shepard, NASSCO Master Trainer, Int'l Training &*	**TURTLE BAY**	2815
7:30-3:50	NIGHTTIME TEMPORARY TRAFFIC CONTROL TECHNICIAN *American Traffic Safety Services Assoc. (ATSSA)*	**REDWOOD**	2816
7:30-3:50	CONFINED SPACE ENTRY *Rick Prince, Workplace Specialists*	**CYPRESS**	2817
7:30-11:30	ACTIVE SHOOTER THREAT *John Isaac-Chadwell, ehs Inc*	**JOSHUA**	2819
12:50-3:50	ACTIVE SHOOTER THREAT *John Isaac-Chadwell, ehs Inc*	**JOSHUA**	2820

	WASTEWATER COLLECTIONS	SONOMA A & B	SESSION
7:30-8:20	MANAGING IN A WORLD OF REAL TIME MONITORING *David Drake, Hadronex, Inc.*		2102
8:30-9:20	AIR MOVEMENT AND THE HOW AND WHY IT WORKS - PART 1 *P hil Stein, Guzzler Manufacturing (Retired)*		2202
9:40-10:30	AIR MOVEMENT AND THE HOW AND WHY IT WORKS - PART 2 *P hil Stein, Guzzler Manufacturing (Retired)*		2302
10:40-11:30	THE SCIENCE OF PIPE CLEANING *Ken Billingham, KEG Technologies*		2402
12:50-1:40	COMBINATION MACHINE MAINTENANCE *Olcott, Haaker Equipment Company*	*Carey*	2502
2:00-2:50	SSO SPILL VOLUME ESTIMATION *Dan Stevenson, City of Emeryville CA*		2602
3:00-3:50	INTERGRATED ROOT MANAGEMENT *Justin Fearn, Douglas Products*		2702
	SAFETY/HEALTH/SECURITY	**BRUNSWICK ROOM**	**SESSION**
7:30-8:20	ARC FLASH SAFETY AND PREVENTION *Aaron J. Hall, CH2MHill*		2108
8:30-9:20	SLIP, TRIP, AND FALL PREVENTION *James Taylor, GHD, Inc.*		2208
9:40-10:30	HAZARDOUS MATERIALS LABELING AND STORAGE, WHY IS IT SO CONFUSING? *Diane Hale, ESH*		2308
10:40-11:30	THE CULTURE & DEDICATION FOR A REPUTABLE WATER TREATMENT PLANT *Kyle Ellis, City of Sparks - Truckee Meadows Water Reclamation Facility*		2408
12:50-1:40	ERGONOMICS AND MUSCULOSKELETAL DISORDERS *Dr. Robert Ostolaza, Fine Chiropractic Center*		2508
2:00-2:50	CHLORINE SAFETY *Mike Zaragoza, Hill Brothers Chemical*		2608
3:00-3:50	SAFETY IN DESIGN *Tack, GHD*	*Frederick*	2708
	WATER DISTRIBUTION	**GRAND BALLROOM A**	**SESSION**
7:30-8:20	ALTERNATIVE WATER STORAGE TANK ASSET MANAGEMENT *Kevin Barnes, Utility Service Group*		2111
8:30-9:20	THE TRUE COSTS OF IN-HOUSE BILLING *Fred Rice, Spectrum Utilities*		2211
9:40-10:30	REPAIRING, JOINING,K AND TAPPING PIPLE *Stew Harvey, GSM*		2311
10:40-11:30	WATER QUALITY ISSUES IN WATER TANKS *Mark Moore, DN Tanks*		2411
12:50-1:40	RETROFITTING OLDER CONCRETE TANKS *Mark Moore, DN Tanks*		2511
2:00-2:50	NON-REVENUE WATER MANAGEMENT *Mike Simpson, M.E. Simpson Co., Inc.*		2611
3:00-3:50	GETTING THE AIR OUT OF PIPES USING AIR VALVES *Patrick Michael, Golden Sun Marketing*		2711
	STORMWATER	**MONTEREY BAY**	**SESSION**
7:30-8:20	ASSESSING STORMWATER PROGRAM EFFECTIVENESS *Karen Ashby, Larry Walker Assoc.*		2113
8:30-9:20	WITH GREAT POWER, COMES GREAT RESPONSIBILITY *Jennifer Brown, City of Malibu, CA*		2213
9:40-10:30	SELECTION AND DESIGN OF BMPs OF PUBLIC WORKS *Chris Crompton, Orange County Public Works*		2313
10:40-11:30	STORMWATER TRASH CAPTURE DEVICE O&M *Dan Stevenson, City of Emeryville CA*		2413
	TOURS		**SESSION**
12:50-3:50	VENETIAN HOTEL TOUR *Jenn Davis, MWH Americas*	**Bus Loading - South Point**	2901
8:00-3:00	HOOVER DAM TOUR *Guided Tour*	**Bus Loading - South Point**	2902
	WORKSHOP CERTIFICATION		**SESSION**
12:50-3:50	**1.5-DAY CLASS** MS4 COMPLIANCE & CODE ENFORCEMENT INSPECTOR *T. Luke Owen, NPDES Stormwater Training Institute*	**MONTEREY BAY**	2818
7:30-3:50	**2-DAY CLASS** NASSCO INSPECTOR TRAINING CERTIFICATION PROGRAM (ITCP) *Rocky Capehart*	**MORRO BAY**	2821

9:20 A.M. - 9:40 A.M. - BREAK

11:30 A.M. - 12:50 P.M. - LUNCH

1:40 P.M. - 2:00 P.M. - BREAK

TRI-STATE SEMINAR 2015

THURSDAY, SEPTEMBER 24, 2015

MAINTENANCE		GRAND BALLROOM B	SESSION
7:30-8:20	ADVANCING YOUR CAREER IN WATER & WASTEWATER *Chris Lopez, Technical Certification Instruction*		3106
8:30-9:20	ENERGY MATTERS - USE WISELY *Rick Allen, BioLynceus*		3206
9:40-10:30	WATER TANK DESIGN, CONSTRUCTION, & MAINTENANCE - PART 1 *Gregory "Chip" Stein*		3306
10:40-11:3(	WATER TANK DESIGN, CONSTRUCTION, & MAINTENANCE - PART 2 *Gregory "Chip" Stein*		3406
12:50-1:40	BUILDING RELIABILITY INTO MAINTENANCE *Gerals Fejarang, Pinnacle Advanced Reliability Technologies*		3506
2:00-2:50	WATER & WASTEWATER TREATMENT PLANT SAFETY AND ACCESS *Bryan Osborne, Clark County Water Reclamation District (CCWRD)*		3606
3:00-3:50	CHOOSING THE BEST CONFINED SPACE GAS DETECTOR *Michael Calvo, GfG Instrumentation*		3706

GROUNDWATER AND RECHARGE		SONOMA C	SESSION
7:30-8:20	OPERATING GROUNDWATER PUMPS EFFICIENTLY *Cynthia Fischer, City of Fresno CA*		3104
8:30-9:20	ADVANCES IN ASR WELL DESIGN AND OPERATION *Nathan Nutter, Carollo Engineers*		3204
9:40-10:30	REHABILITATION OF A FRESH WATER SUPPLY WELL *Jofree Duran & Bob St. Louis, Newmont Mining Corporation*		3304
10:40-11:3(	WATER WELL-NESS, GAME CHANGING RESEARCH *Todd Eden, HCT - HercChemTech, LLC*		3404
12:50-1:40	NEAR-SURFACE GEOPHYSICS FOR GROUNDWATER *Jesse Crews, Center for Groundwater Evaluation & Management, Stanford University*		3504
2:00-2:50	SLUG TESTS FOR A BETTER SUPPLY WELL DESIGN *Don Hanson, Clear Creek Associates*		3604
3:00-3:50	SUSTAINABLE APPROACH TO WELL ASSET MANAGEMENT *Jack Powell & Dawn Halpern, Utility Service Group*		3704

WATER TREATMENT & SURFACE WATER		NAPA C & D	SESSION
7:30-8:20	TABLET CHLORINATION VS. OTHER METHODS *Don Iwanski, Axiall Corp.*		3105
8:30-9:20	FILTER MEDIA EVALUATION PILOT STUDY AT SNWA *Julia Lew, Southern Nevada Water Authority (SNWA)*		3205
9:40-10:30	EMERGENCE OF BIOLOGICAL TREATMENT FOR POTABLE WATER APPS *Chad Miller, AdEdge Water Technologies, LLC*		3305
10:40-11:3(	THE USE OF TANGENTIAL FLOW ULTRAFILTRATION *Mitchell Stoker, Southern Nevada Water Authority (SNWA)*		3405
12:50-1:40	TRIBAL WATER QUALITY ADVANCEMENT *Brian Wadsworth, Pyramid Lake Paiute Tribe*		3505
2:00-2:50	INTAKE NO. 3 - TUNNELING UNDER LAKE MEAD *Noah Hoefs, Southern Nevada Water Authority (SNWA)*		3605
3:00-3:50	SSO MONITORING - INNOVATIVE COMPLIANCE *Bryn Evans, Dudek*		3705

WATER DISTRIBUTION		GRAND BALLROOM A	SESSION
7:30-8:20	DISTRIBUTION SYSTEM WATER TREATMENT *David Summerfield, Medora Co. - SolarBee/GridBee*		3111
8:30-9:20	WHOSE CERTIFICATION IS IT ANYWAY? *Max Sosa, NDEP*		3211
9:40-10:30	REDUCE RISKS IN INSTALLING WATER PIPES *Michael Neill, Infra-Tect, Inc.*		3311
10:40-11:3(	HYDRANT AND VALVE TRAINING *Kirk Stoltzner, EJ USA, Inc.*		3411
12:50-1:40	CONDITION ASSESSMENT OF CONCRETE STRUCTURES *Bryan Osborne, Clark County Water Reclamation District (CCWRD)*		3511
2:00-2:50	PLANNING FOR DISTRICT METERED AREAS *Stephen Davis, Metering Technology Consultant*		3611
3:00-3:50	FINDING LEAKS BEFORE THEY BECOME PROBLEMS *Steve Bruskiewicz, Aclara*		3711

WORKSHOP CERTIFICATION			SESSION
7:30-3:50	**3-DAY CLASS** NASSCO PIPES, LATERALS, & MANHOLES CERTIFICATION ASSESSMENT PROGRAM (PACP, MACP, AND LACP) *Marilyn Shepard, NASSCO Master Trainer, Int'l Training & Rehab Tech.*	TURTLE BAY	3815
7:30-3:50	TRENCHING AND EXCAVATION COMPETENT PERSON *Dick Schnieder, Trench Shoring Company*	JOSHUA	3816
7:30-3:50	CONFINED SPACE ENTRY *Rick Prince, Workplace Specialists*	CYPRESS	3817
7:30-3:50	TEMPORARY TRAFFIC CONTROL TECHNICIAN *American Traffic Safety Services Assoc. (ATSSA)*	REDWOOD	3819

RECLAIM/REUSE		NAPA A & B	SESSION
7:30-8:20	"BUTTS TO WATTS" CIGARETTE WASTE RECYCLING *Ken Beckstead, Cigarette Pollution Solutions*		3109
8:30-9:20	CELLULAR PUBLIC CARRIER NETWORKS FOR YOUR AMI *Millard Jones, Metron-Farnier/Transparent Technologies*		3209
9:40-10:30	CHARACTERIZING MEMBRANE/OZONE PERFORMANCE *Doug Drury, Clark County Water Reclamation District (CCWRD)*		3309
10:40-11:3(	POTABLE REUSE TREATMENT AND TECHNOLOGIES *Erica Marti, Southern Nevada Water Authority (SNWA)*		3409
12:50-1:40	TITLE 22 TREATMENT SYSTEMS FOR SMALL WWTPs *Peachie Maher Hytowitz, Amiad Water Systems*		3509
2:00-2:50	COMMUNITY H2O HARVESTING, THE MISSING ELEMENT *Jonas Sipalla, Evaporative Control Systems*		3609
3:00-3:50	RECLAIM AND REUSE OR RETURN…? *LeAnna Risso, Clark County Water Reclamation District (CCWRD)*		3709

WASTEWATER COLLECTIONS		SONOMA A & B	SESSION
7:30-8:20	COLLECTIONS WASTEWATER AFTER 35 YEARS *Ralph Palomares, El Toro Water District*		3102
8:30-9:20	INFRASTRUCTURE: PAST, PRESENT AND FUTURE *John Warner, Pima County Regional Wastewater Reclamation*		3202
9:40-10:30	SANITARY SEWER HYDRAULICS - PART 1 *Bryan Osborne, Clark County Water Reclamation District*		3302
10:40-11:3(	SANITARY SEWER HYDRAULICS - PART 2 *Bryan Osborne, Clark County Water Reclamation District*		3402
12:50-1:40	DEVELOPING EFFICIENT MAINTENANCE PROGRAMS *Chris Lopez, Technical Certification Instruction*		3502
2:00-2:50	MANHOLE REHABILITATION SOLUTIONS *Demetri Rapanos, Epoxytec*		3602
3:00-3:50	SUSTAINABILITY WITH POLYMER STRUCTURES *Phil Gale, Geneva Polymer Products/Armrock*		3702

MATH		BRUNSWICK ROOM	SESSION
7:30-8:20	MATH MADE EASY AND OTHER LIES -PART 1 (AREAS) *Paul Krauth, Utah Division of Wastewater Quality*		3112
8:30-9:20	MATH MADE EASY AND OTHER LIES -PART 2 (VOLUMES) *Paul Krauth, Utah Division of Wastewater Quality*		3212
9:40-10:30	MATH MADE EASY AND OTHER LIES -PART 3 (FLOW RATES) *Paul Krauth, Utah Division of Wastewater Quality*		3312
10:40-11:3(	MATH MADE EASY AND OTHER LIES -PART 4 (DETENTION TIMES) *Paul Krauth, Utah Division of Wastewater Quality*		3412
12:50-1:40	MATH MADE EASY AND OTHER LIES -PART 5 (PUMPING HORSEPOWER) *Paul Krauth, Utah Division of Wastewater Quality*		3512
2:00-2:50	MATH MADE EASY AND OTHER LIES -PART 6 (DOSING) *Paul Krauth, Utah Division of Wastewater Quality*		3612
3:00-3:50	MATH MADE EASY AND OTHER LIES -PART 7 (PUTTING IT ALL TOGETHER) *Paul Krauth, Utah Division of Wastewater Quality*		3712

LABORATORY		SONOMA D	SESSION
7:30-8:20	E.coli/COLIFORM TESTING WITH COLILERT (DST) *Gil Dichter & Shawn Dubois, IDEXX Laboratories*		3103
8:30-9:20	PATHOGENIC FREE LIVING AMOEBAE AND SNWA *Alan Sims & Mitch Stoker, Southern Nevada Water Authority (SNWA)*		3203
9:40-10:30	LABORATORY ETHICS AND IMPROPER LAB PRACTICES *Donald LaFara, NDEP*		3303
10:40-11:3(	DETERMINING ALKALINITY IN WATER SOURCES *Piotr Nowinski, Clark County Dept. of Air Quality & Dana LaRance, City of Henderson NV*		3403
12:50-1:40	WATERBORNE VIRAL PATHOGENS *Charles Meyer, Southern Nevada Water Authority (SNWA)*		3503
2:00-2:50	STREAMLINING ORGANICS MEASUREMENTS *Ali Trollier & Kevin Menning, HACH*		3603
3:00-3:50	THE BASICS: PROPER WATER SAMPLING & MONITORING *Crystel Montecinos, Sierra Environmental Monitoring*		3703

TOURS			SESSION
9:20-11:30	VENETIAN HOTEL TOUR *Jenn Davis, MWH Americas*	Bus Loading - South Point	3901

WORKSHOP CERTIFICATION			SESSION
7:30-3:50	**3-DAY CLASS** NASSCO PIPES, LATERALS, & MANHOLES CERTIFICATION ASSESSMENT PROGRAM (PACP, MACP, AND	TURTLE BAY	3815
7:30-3:50	**1.5-DAY CLASS** MS4 COMPLIANCE & CODE ENFORCEMENT INSPECTOR	MONTEREY BAY	3818
7:30-3:50	**2-DAY CLASS** NASSCO INSPECTOR TRAINING CERTIFICATION PROGRAM	MORRO BAY	3821

9:20 A.M. - 9:40 A.M. - BREAK

11:30 A.M. - 12:50 P.M. - LUNCH

1:40 P.M. - 2:00 P.M. - BREAK

9:20 A.M. - 9:40 A.M. - BREAK

11:30 A.M. - 12:50 P.M. - LUNCH

1:40 P.M. - 2:00 P.M. - BREAK

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MINUTES OF MEETING OF THE FINANCE COMMITTEE OF THE PALMDALE WATER DISTRICT, MAY 12, 2015:

A meeting of the Finance Committee of the Palmdale Water District was held Tuesday, May 12, 2015, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Dizmang called the meeting to order at 10:37 a.m.

1) Roll Call.

Attendance:	**Others Present:**
Finance Committee:	Matt Knudson, Assistant General Manager
Gloria Dizmang, Chair	Dennis Hoffmeyer, Accounting Supervisor
Vincent Dino, Committee Member	Bob Egan, Financial Advisor
	Dawn Deans, Executive Assistant
	0 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Dino, seconded by Chair Dizmang, and unanimously carried to adopt the agenda, as written.

3) Public Comments.

There were no public comments.

4) Action Items:

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held March 23, 2015.

It was moved by Committee Member Dino, seconded by Chair Dizmang, and unanimously carried to approve the minutes of the Finance Committee meeting held March 23, 2015, as written.

4.2) Discussion and Overview of Cash Flow Statement and Current Cash Balances as of April, 2015. (Financial Advisor Egan)

Financial Advisor Egan reviewed the investment funds and cash flow reports as of April, 2015, including called securities, cds, assessments, reduced water sales projected through the end of the year, and the projected year-end balance and then emphasized the importance of not using reserves for capital expenditures and

recommended a re-prioritization of projects and an analysis of operational cuts after which the Committee requested Financial Advisor Egan present this same information at the May 13, 2015 Board Meeting.

4.3) Discussion and Overview of Financial Statements, Revenue, and Expense and Departmental Budget Reports for April 30, 2015. (Finance Manager Williams)

Accounting Supervisor Hoffmeyer reviewed the balance sheet, profit and loss statement, year-to-year comparisons, month-to-month comparisons, consumption comparisons, and revenue and expense analysis reports for the period ending April 30, 2015 and then stated that departments are operating at or below the targeted expenditure percentage of 33% followed by discussion of how mandatory conservation could affect revenue.

4.4) Discussion and Overview of Committed Contracts Issued and Water Revenue Bond Projects. (Assistant General Manager Knudson)

Assistant General Manager Knudson reviewed the status of approved 2015 engineering projects included in the Committed Contracts and Payout Schedule, including those projects contractually committed, budgeted projects, and payments for projects funded from the Water Revenue Series 2013A Bonds followed by discussion of $1.2 million in projects that are not contractually committed and could potentially be delayed.

5) Information Items.

5.1) Status of Debt Service Coverage. (Financial Advisor Egan)

Financial Advisor Egan stated that the District's current Debt Service Coverage is 1.24; that 1.10 is the required Debt Service Coverage; that this number will fluctuate and is revenue dependent; and then again emphasized the importance of not using reserves for capital expenditures and recommended a re-prioritization of projects and an analysis of operational cuts followed by discussion of good management decisions by the Board.

5.2) Report of Banking Fees. (Chair Dizmang)

Chair Dizmang requested a review of the District's banking fees based on a recent personal experience and a recent Los Angeles Times article regarding high banking fees

after which Accounting Supervisor Hoffmeyer reviewed the fees of Citizens Business Bank and stated that staff is satisfied with the service and fees provided by Citizens Business Bank.

5.3) Other.

Accounting Supervisor Hoffmeyer stated that the Board will need to review the implementation of a Drought Surcharge Fee followed by discussion of a timeline for implementing the Drought Surcharge Fee.

It was determined that a tentative Finance Committee meeting will be held June 3, 2015 at 10:30 a.m. to discuss Drought Surcharge Fees with the next Finance Committee meeting scheduled for July 6, 2015 at 10:30 a.m. for reporting through May.

There were no additional information items.

6) Board Members' Requests for Future Agenda Items.

There were no further requests for future agenda items.

7) Adjournment.

There being no further business to come before the Finance Committee, the meeting was adjourned at 11:41 a.m.

Chair

MINUTES OF MEETING OF THE FACILITIES COMMITTEE OF THE PALMDALE WATER DISTRICT, JUNE 2, 2015:

A meeting of the Facilities Committee of the Palmdale Water District was held Tuesday, June 2, 2015, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Estes called the meeting to order at 10:00 a.m.

1) Roll Call.

Attendance:	**Others Present:**
Facilities Committee:	Dennis LaMoreaux, General Manager
Joe Estes, Chair	Matt Knudson, Assistant General Manager
Vincent Dino, Committee Member	Tim Moore, Facilities Manager
	Dawn Deans, Executive Assistant
	0 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Dino, seconded by Chair Estes, and unanimously carried to adopt the agenda, as written.

3) Public Comments.

There were no public comments.

4) Action Items:

4.1) Consideration and Possible Action on Approval of Minutes of Regular Meeting Held May 7, 2015.

It was moved by Committee Member Dino, seconded by Chair Estes, and unanimously carried to approve the minutes of the Facilities Committee meeting held May 7, 2015, as written.

4.2) Consideration and Possible Action on Agreement With Carollo Engineers for Electrical Engineering Assistance in the Not-to-Exceed Amount of $10,000.00. ($10,000.00 – Budgeted – Assistant General Manager Knudson)

Assistant General Manager Knudson reviewed the need for electrical engineering assistance and the current arrangement with Carollo Engineers, and after a brief

discussion, it was moved by Committee Member Dino, seconded by Chair Estes, and unanimously carried that the Committee concurs with staff's recommendation to enter into an agreement with Carollo Engineers for electrical engineering assistance in the not-to-exceed amount of $10,000.00, which is within the approval parameters of the Committee.

5) Information Items.

5.1) Status Report on All 2015 Budgeted Projects Including Timelines, Milestones, Project Manager, and if the Project is on Schedule. (Chair Estes)

Assistant General Manager Knudson stated that a written 2015 Project Schedule report will be provided quarterly after which he provided an update on the water main replacement projects in 10th Street East and east of 30th Street East, the meter exchange project, and the wind turbine; Facilities Manager Moore provided an update on the status of the water service for the animal control facility, the recent repair and costs for the recycled water pipeline, the low number of leaks to date, and an update on new vehicles; and General Manager LaMoreaux reviewed an updated cash flow report, which now includes not only a reduction in revenue from water conservation but a reduction in expenses from water purchases, and stated that grant funding for the Kennedy Jenks study for the Palmdale Regional Recharge and Recovery Project was not received and that remaining funds in the meter exchange contract must now be allocated towards this committed contract rather than the Cash for Grass Program.

5.2) Status on Area-wide Wi-Fi System in Conjunction With Other Local Agencies. (General Manager LaMoreaux)

General Manager LaMoreaux stated that a meeting was held a few weeks ago with the interested parties where several I.T. issues were discussed, Footsteps to Brilliance provided a presentation outlining the Palmdale School District's need for the area-wide Wi-Fi, and the next meeting was scheduled to be held at the District.

5.3) Other.

General Manager LaMoreaux informed the Committee that there was a recent injury on a District-contracted job site; that OSHA is interviewing employees of the painting contractor; and that the injury did not involve District staff.

There were no additional information items.

6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

It was stated that the next Facilities Committee meeting will be held July 2, 2015 at 10:00 a.m.

7) Adjournment.

There being no further business to come before the Facilities Committee, the meeting was adjourned at 10:35 a.m.

Chair

MINUTES OF REGULAR MEETING OF THE COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION, JUNE 11, 2015.

A regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was held Thursday, June 11, 2015, at the Palmdale Water District at 2029 East Avenue Q, Palmdale. Chair Hogan called the meeting to order at 6:30 p.m.

1) Pledge of Allegiance.

Chair Hogan led the pledge of allegiance.

2) Roll Call.

Attendance:
Barbara Hogan, Chair
Robert Alvarado, Vice Chair
Neal Weisenberger, Secretary
Keith Dyas, Cmsnr.
Kathy Mac Laren, Cmsnr.
Tim Clark, Alt. Cmsnr.

Leo Thibault, Treas.-Auditor--
EXCUSED ABSENCE

Others Present:
Matt Knudson, AVSWCA General Manager
Dwayne Chisam, AVEK Asst. General Mngr.
Danielle Henry, Administrative Assistant
2 members of the public

3) Public Comments for Non-Agenda Items.

There were no public comments.

4) Consideration and Possible Action on Minutes of Regular Meeting Held April 16, 2015.

It was moved by Commissioner Weisenberger, seconded by Commissioner Alvarado, and carried on a 5-0-1 vote by all members of the Board of Commissioners present at the meeting, with Chair Hogan abstaining, to approve the minutes of the regular meeting held April 16, 2015, as written.

5) Payment of Bills.

General Manager Knudson reviewed the bills received for payment from Palmdale Water District in the amount of $1,492.03 for staff services and from AVEK in the amount of $669.79 for staff services after which it was moved by Commissioner Weisenberger, seconded by Commissioner Mac Laren, and unanimously carried by all members of the Board of Commissioners present at the meeting to approve payment of the bills as presented.

6) Consideration and Possible Action on Budget for Fiscal Year 2015/2016. (General Manager Knudson/Senior Accountant Hoffmeyer)

General Manager Knudson provided a detailed overview of the proposed Budget for Fiscal Year 2015/2016 including the General Program Funds, the Antelope Valley Integrated Regional Water Management Program (AVIRWMP) Funds, the Consulting Funds, and the USGS Groundwater Monitoring and CASGEM Program Funds, and after a brief discussion of member agency contribution amounts, of considering staff time used for the management of AVIRWMP funds as in-kind services, of the tracking of AVIRWMP staff time, and of a future amendment to the Budget for the 2015 Landscape Expo expenses, it was moved by Commissioner Dyas, seconded by Commissioner Mac Laren, and unanimously carried by all members of the Board of Commissioners present at the meeting to approve the Budget for Fiscal Year 2015/2016 as presented.

Commissioner Dyas then thanked General Manager Knudson for including almost ten years of history in the draft Budget.

7) Discussion and Possible Action on 2015 Sustainable Landscape Expo with AVEK as the Lead Agency. (Commissioner Weisenberger/Controller Barnes)

8) Discussion and Possible Action on Regional Drought and Water Conservation Message. (Commissioner Weisenberger/General Manager Knudson)

Commissioner Weisenberger stated that AVEK was approached by the City of Lancaster to help Los Angeles County Waterworks with water conservation matters; that representatives from the City of Lancaster, the City of Palmdale, the Greater Antelope Valley Economic Alliance (GAVEA), and other water districts attended AVEK's recent Water Conservation Committee meeting to brainstorm on a united and

positive valley-wide water conservation message; and that AVEK would like to use this message as the name of this year's Sustainable Landscape Expo followed by a brief discussion of the former Antelope Valley Water Conservation Coalition, of lawn removal prices, of the City of Palmdale's HERO Program and the City of Lancaster's PACE Program, and of the depletion of Cash for Grass Program funds.

General Manager Knudson then handed out documents provided by Controller Barnes on the 2015 Sustainable Landscape Expo including each agency's role in the Expo and regional conservation talking points, and after a brief discussion of notifying potential vendors of the Expo, Commissioner Weisenberger extended an invitation to attend AVEK's next Water Conservation Committee meeting on June 17th at 8:30 a.m.

9) Report of General Manager.

a) Update on Revenue, Expenditures and Change in Net Position.

General Manager Knudson provided a brief update of the Association's Revenue, Expenditures and Change in Net Position and stated that everything looks good.

b) Update on Antelope Valley Integrated Regional Water Management Planning Stakeholders Meetings.

General Manager Knudson reported that he reached out to the AVIRWMP Advisory Team to schedule a meeting to discuss grant funding strategies through Prop. 1, which was passed last November.

10) Reports of Commissioners.

Commissioner Weisenberger reported that he recently attended an Association of California Water Agencies (ACWA) Conference in Sacramento during which he discovered that an ACWA Region 8 representative was not listed on behalf of the Association, and after a brief discussion of Commissioner Thibault being the Association's ACWA/JPIA representative, staff was directed to follow up with ACWA on this matter.

Commissioner Hogan then stated that it is great to be back in America.

11) Report of Attorney.

There was no attorney present.

General Manager Knudson informed the Commissioners that it is Palmdale Water District's turn to provide legal counsel for the Association and that Eric Dunn of Aleshire & Wynder LLP has taken Patty Quilizapa's place as PWD's attorney.

12) Commission Members' Requests for Future Agenda Items.

Commissioner Weisenberger requested "Discussion and possible action on 2015 Sustainable Landscape Expo with AVEK as the Lead Agency" and "Discussion and possible action on Regional Drought and Water Conservation Message" remain on future agendas as standing items after which Commissioner Alvarado requested that a presentation on the City of Palmdale's HERO Program and City of Lancaster's PACE Program be provided at a future meeting.

General Manager Knudson then recommended bringing back "Consideration and possible action on regional control of water from the State Water Project" as a future agenda item followed by a brief discussion of the importance of holding regular monthly meetings.

Mr. Danny Bazzell, of Senator Sharon Runner's office, then introduced himself and informed the Commissioners that a public service announcement by Senator Runner and Assemblyman Lackey regarding water conservation in the Antelope Valley was scheduled to be filmed this afternoon at the State Capitol followed by the introduction of Mr. Russell Williams from Assemblyman Lackey's office.

There were no further requests for future agenda items.

13) Consideration and Possible Action on Scheduling the Next Association Meeting.

It was determined that the next regular meeting of the Association will be held July 9, 2015 at 6:30 p.m. at PWD.

14) Adjournment.

There being no further business to come before the Commissioners, the regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was adjourned at 7:14 p.m.

Secretary

PALMDALE WATER DISTRICT

BOARD MEMORANDUM

DATE:	July 16, 2015	**July 22, 2015**
TO:	BOARD OF DIRECTORS	**Board Meeting**
FROM:	Mr. Matt Knudson, Assistant General Manager	
VIA:	Mr. Dennis D. LaMoreaux, General Manager	
RE:	***AGENDA ITEM NO. 8.2.c – STRATEGIC INITIATIVE PROJECTS UPDATE***	

A written Strategic Initiative Projects Update will be hand-delivered prior to or distributed at the Board meeting.