



PUBLIC NOTICE
Board Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
5302574127 ext. 100
Attachments available 1/25/21 at www.honeylakevalleyrcd.us

Date: Thursday, January 28th, 2021
Location: HELD REMOTELY Via ZOOM

This Virtual Meeting is held pursuant to Executive Order N-29-20 issued by Governor Newsom on March 17, 2020 that directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. Executive Order N-33-20, prohibits people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

Note: Pursuant to the Brown Act, Section 54953(b)(2). Section (b) (2) requires that all votes taken during a teleconference meeting shall be by roll call. Any agenda item may be discussed in a different order, if necessary. The Board may take action whether items are listed as action, information or discussion. The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth below.

Join us on Zoom with information below:

Join Zoom Meeting

<https://us02web.zoom.us/j/81011190965?pwd=TjViR2hDdEZ3M05wNUVUY3BrUXVtUT09>

Meeting ID: 810 1119 0965

Passcode: 462375

One tap mobile

+16699006833,,81011190965#,,,,*462375# US (San Jose)

Time: 3:30 PM

AGENDA

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

I. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

II. APPROVAL OF AGENDA

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

III. PUBLIC COMMENT

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

IV. CONSENT ITEMS

- A. Approval of Meeting Minutes: 11/25/2020 and 12/9/2020
- B. Treasurer's Report
- C. Correspondence

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

V. REPORTS

- A. District Manager Report – Stuemky
- B. NRCS Agency Report – Stephens
- C. WAC Report – Langston
- D. Modoc Regional RCD/CARCD Report – Tippin
- E. Fire Safe Council Report – Johnson
- F. IRWMP Report – Claypool
- G. Unagendized reports by board members

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

VI. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD

- A. Annual Organizational Meeting (RCD 5010.5; PRC 9306 & 9307)
 - 1. Election of officers (chairman, vice-chairman and secretary/treasurer).
 - 2. Appointment of District Manager as board secretary.
- B. File Statement of Facts with the Secretary of State
- C. Assignment of committees (SWAT, WAC, Modoc Regional RCD/CARCD, FireSafe Council, IRWM)

- D. Policy update/revisions (RCD 5010.1)
- E. Place and time of meetings
- F. Approval and adoption of 2021 RCD calendar (attachment)

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- G. FYE 21 mid-year budget review (attachment)

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity & 2 – Stay Relevant to the Conservation Needs of the Community

- H. Consideration and approval of Urban Agriculture Conservation Resolution 01-2021. (attachments)

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- I. Consideration and approval of policy changes regarding sick leave policy # 2520. (attachment)

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- J. Consideration and approval of Employee Handbook changes regarding paid holidays, section 6.6 - pg. 25. (attachment)

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- K. Consideration and approval of HLVRCD to manage contracts for CalTrans regarding the Honey Lake Rest Area system which needs effluent and groundwater monitoring and reporting, as well as monthly O&M that is divided into monthly, quarterly and annual tasks. (attachments)

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

VII. ITEMS FOR BOARD ACTION AND/OR DISCUSSION– WATERMASTER

- A. Consideration and approval for purchasing AutoCAD software for \$1,521/year.

Tie to the Strategic Plan: Strategic Issue 1.4 – Watermaster services are professionally provided.

- B. Consideration and Approval to pay BBK January 2021 Invoices #895897 (\$348.08) and #895898 (\$2,888.75) (attachments).

Tie to the Strategic Plan: Strategic Issue 1.4 – Watermaster services are professionally provided.

VIII. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be **January. 28th, 2020, at 3:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Monday, December 06, 2020 agendas were posted as required by Government Code Section 54956 and any other applicable law.

X

Andrea Stuemky
District Manager



PUBLIC NOTICE
Special Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
530-257-7271 ext. 100

Attachments available 11/21/2020 at www.honeylakevalleyrcd.org

Date: **Wednesday November 25, 2020**

Location: **HELD REMOTELY Via ZOOM**

This Virtual Meeting is held pursuant to Executive Order N-29-20 issued by Governor Newsom on March 17, 2020 that directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. Executive Order N-33-20, prohibits people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

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The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth below.

Time: **4:00 PM**

MEETING MINUTES
votes taken via roll call

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

I. CALL TO ORDER. PLEDGE OF ALLEGIANCE. ROLL CALL

Board member Jesse Claypool called the meeting to order at 4:01 pm, and a quorum was noted.

II. APPROVAL OF AGENDA

Board member Laurie Tippin made a motion to approve agenda, Board member Will Johnson seconded, and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

III. PUBLIC COMMENT – NONE

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

IV. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD

A. Consideration and approval to support the California State University, Chico (Chico State) Center for Regenerative Agriculture & Resilient Systems (The Center)'s proposal to the Natural Resources Conservation Service's Regional Conservation Partnership Program (RCPP), titled "Soil Health Management Systems for Northern CA." by providing a letter of support. (attachment)

- Board member Laurie Tippin made a motion to approve and support the CSU RCPP letter of support, Board member Wayne Langston seconded, and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

B. Consideration and approval to partner with CSU Chico and provide match funding (*cash/in-kind/FA/TA*) of a to-be-determined (TBD) amount/year.

- Board member Laurie Tippin made a motion to approve the partnership and provide match funding in the amount of a to-be-determined amount, Board member Robin Hanson seconded, and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

C. Discussion and board direction about 'California State park development and community revitalization program' Grant. (attachment)

- DM provided information on future grant opportunities, board member Laurie Tippin gave direction on outreach possibilities.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

D. Discussion and board direction about USFS Community Forest Program Grant. (attachment)

- DM provided information on future grant opportunities, board member Laurie Tippin gave direction to not apply for this RFP.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

V. ADJOURNMENT – 11/25/2020 at 5:08PM

The next Honey Lake Valley RCD meeting will be December. 9th, 2020, at 3:30 PM. The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully Submitted,

Andrea Stuemky

Andrea Stuemky
District Manager

APPROVED: _____
Jesse Claypool, RCD Board Chairperson

DATE:



PUBLIC NOTICE
Special Meeting of the:
Honey Lake Valley Resource Conservation District
170 Russell Ave. Suite C
Susanville, CA 96130
530-257-7271 ext. 100

Attachments available 12/06/2020 at www.honeylakevalleyrcd.org

Date: **Thursday December 9th, 2020**

Location: **HELD REMOTELY Via ZOOM**

This Virtual Meeting is held pursuant to Executive Order N-29-20 issued by Governor Newsom on March 17, 2020 that directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. Executive Order N-33-20, prohibits people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

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Time: **3:30 PM**

MEETING MINUTES
votes taken via role call

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

I. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

Board member Jesse Claypool called the meeting to order at 3:35pm, and a quorum was noted.

ii. APPROVAL OF AGENDA

Board member Laurie Tippin made a motion to approve agenda, Board member Will Johnson seconded, and the motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

III. PUBLIC COMMENT - NONE

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to

make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

Attendees: Tim Keeseey

I. CONSENT ITEMS

- A. Approval of Meeting Minutes: 10/7/2020, 10/22/2020, & 11/10/2020
 - Will Johnson made a motion to approve the meeting minutes listed with suggested amendments, Wayne Langston seconded. Motion passed. All.
- B. Treasurer's Report - Claypool
 - Claypool reported that SDRMA insurance check for the amount of the fraudulent check was deposited into the RCD checking account.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

II. REPORTS

- A. District Manager Report – Stuemky
 - Stuemky reported on ADP updates for payroll, CalRecycle grant work finished, US Bank updates, and Brown Act requirements for online activity between board members.
- B. NRCS Agency Report – Stephens
 - Stephens reported preapproval for 135k acres of CSP renewals, continuation of fire inventory, workshops, and difficulties with NRCS computer systems.
- C. WAC Report – Langston
 - Langston reported that there was no meeting this month, but a complaint from a user on the Parker Creek system.
- D. Modoc Regional RCD/CARCD Report – Tippin
 - Tippin reported that meeting notes had been sent out, approval of the CARCD strategic plan.
- E. Fire Safe Council Report – Johnson
 - Johnson reported that there has been no public meetings, and limited contact with LFSC.
- F. IRWMP Report – Claypool – No Report
- G. Unagendized reports by board members - NONE

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

III. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD

- A. Consideration and approval to update Thompson Peak Initiative (TPI) Fuel Treatments Project – CEQA Categorical Exemption. (attachment) – TIM
 - Board member Laurie Tippin made a motion to approve the TPI project with suggested amendments to the agenda packet information provided. Will Johnson seconded. Motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- B. Consideration and approval of the Cooperative Agreement between Lassen Fire Safe Council and HLV

RCD for S. Eagle Lake WUI Fuel Treatment Project – Eagle Lake Rd. CEQA. (attachment) – TIM

- Board member Laurie Tippin made a motion to approve the S.Eagle Lake Rd. Fuel Treatment Project CEQA. Will Johnson seconded. Motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

- C. Consideration and approval of the South Eagle Lake WUI Fuel Treatments Project – Eagle Lake Road Categorical Exemption. – TIM
- Tabled for Jan. 28th meeting.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

VII. ITEMS FOR BOARD ACTION AND/OR DISCUSSION– WATERMASTER

- A. Consideration and approval of final draft of the 2019/2020 Susan River Watermaster Service Area Annual Use Report (attachment).
- Board member Laurie Wayne Langston made a motion to approve the Annual Use report, with graphs added in. Will Johnson seconded. Motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1.4 – Watermaster services are professionally provided.

- B. Consideration and Approval to pay BBK December 2020 Invoices (attachment).
- Board member Wayne Langston made a motion to approve and pay the BBK invoices. Laurie Tippin seconded. Motion passed. All.

Tie to the Strategic Plan: Strategic Issue 1.4 – Watermaster services are professionally provided.

VIII. ADJOURNMENT – 12/9/2020 at 5:41PM

The next Honey Lake Valley RCD meeting will be **January. 28th, 2020, at 3:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

Respectfully Submitted,

APPROVED: _____
Jesse Claypool, RCD Board Chairperson

DATE:

Andrea Stuemky
Andrea Stuemky
District Manager



HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT

January 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

January		
01/01/21 (Fri)	New Year's Day	Holiday
01/07/21 (Thu)	Organizational Meeting	WAC Meeting
01/20/21 (Wed)	Martin Luther King Day	Holiday
01/28/21 (Thu)	Organizational Meeting, Adopt Calendar, FYE21 Mid-Year Budget Review, WAC Appointments	RCD Meeting

February 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

February		
02/15/21 (Mon)	President's Day	Holiday
02/25/21 (Thu)	FYE20 Audit, 1st Reading - Strategic/Annual Operations Plan (AOP) Review, FYE21 RCD/WM Budget Review	RCD Meeting

March 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March		
03/01/21 (Mon)	Irrigation Season Begins	Deadline
03/12/21 (Fri)	FYE21 Budget Review, Direct Billing	WAC Meeting
03/25/21 (Thu)	1st Reading - FYE21 RCD/WM Budget, 2nd Reading - Strategic/AOP	RCD Meeting

April 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April		
04/22/21 (Thu)	Adopt Strategic/AOP, 2nd Reading - FYE22 RCD/WM Budget Begin 5:30 schedule DM Evaluation, HWY Cleanup Month	RCD Meeting

May 2021						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

May		
05/01/21 (Sat)	Update WM Control Cards	Deadline
05/13/21 (Thu)		WAC Meeting
05/27/21 (Thu)	Budget Hearing - Approve FYE21 RCD/WM Budget, Initiate WM Assessment Apportionment	RCD Meeting
05/31/21 (Mon)	Memorial Day	Holiday

June 2021						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June		
06/15/21 (Tue)	Apportionment and Assessment Letters Due to Water Users	Deadline
06/24/21 (Thu)	Review RCD Board Appointments	RCD Meeting



HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT

July 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July		
07/04/21 (Sun)	Independence day	Holiday
07/08/21 (Thu)		WAC Meeting
07/22/21 (Thu)	Certify Apportionments to Auditor, Initiate FYE20 Audit	RCD Meeting

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August		
08/10/21 (Tue)	Certified Apportionments due to Auditor	Deadline
08/26/21 (Thu)		RCD Meeting

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September		
09/06/21 (Mon)	Labor Day	Holiday
09/09/21 (Thu)	Draft 2019/20 SRWSA Annual Use Report	WAC Meeting
09/23/21 (Thu)	1st Reading - 2019/20 SRWSA Annual Use Report, HWY Cleanup	RCD Meeting

October 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October		
10/11/21 (Mon)	Indigenous Peoples Day	Holiday
10/21/21 (Thu)	2nd Reading - 2019/20 SRWSA Annual Use Report, 1st Reading - 2022 RCD Calendar	RCD Meeting
10/31/21 (Sun)	Irrigation Season Ends - Direct Billing	Deadline

November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November		
11/11/21 (Thu)	Veterans Day	Holiday
11/10/21 (Wed)	Approve 2019/20 SRWSA Annual Use Report	WAC Meeting
11/24/21 (Wed)	Meeting status subject to change; Approve 2020/21 SRWSA Annual Use Report (submit to Court pending approval), Begin 3:30 schedule	RCD Meeting
	2nd Reading - 2022 RCD Calendar	
11/25/21 (Thu)	Thanksgiving	Holiday

December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December		
12/16/21 (Thu)	Meeting status subject to change	RCD Meeting
12/25/21 (Sat)	Christmas Day	Holiday
12/31/21 (Fri)	SRWSA Annual Use Report submitted to Court	Deadline

HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT
Fiscal Year July 1, 2020 to June 30, 2021

1/25/2021

PERIOD = 0

	CURRENT YTD COSTS - ACTUAL	BUDGET FYE 6/30/2021	REMAINING BUDGET	% ACTUAL COST TO BUDGET YTD	% ACTUAL COST TO ANNUAL BUDGET
REVENUE					
40070					
Grants & Contracts					
Prop 1 IRWM DACI		140,000.00	140,000.00	0%	
CalRecycle	51,701.91	100,000.00	48,298.09	52%	
NACD TA2020	19,586.00	75,000.00	55,414.00	26%	
CEQA Filing	1,450.00	1,450.00	-	0%	
40180					
Watermaster Fees	107,067.17	225,000.00	117,932.83	48%	
Interest Income	3.98	60.00	56.02	7%	
Donations	101.65	200.00	98.35	0%	
		-			
TOTAL REVENUE	179,910.71	541,710.00	361,799.29	33%	
EXPENSES					
66000					
Payroll	\$74,020.69	190,000.00	115,979.31	39%	
Health Benefits	200.00	5,000.00	5,000.00	4%	
60420					
Payroll Taxes	\$6,560.67	10,000.00	3,439.33	66%	
67500					
Travel	-	3,000.00	3,000.00	0%	
60240					
Office	\$4,550.18	5,000.00	449.82	91%	
60160					
Professional Fees, Restricted					
Prop 1 IRWM DACI		10,000.00	10,000.00	0%	
CalRecycle	54,716.57	93,000.00	38,283.43	59%	
NACD TA 2020	11,186.56	75,000.00	63,813.44	15%	
Legal Services	51,208.12	81,500.00	30,291.88	63%	
Accounting	1,219.70	1,200.00	(19.70)	102%	
Audit Procedures	\$8,305.00	4,600.00	(3,705.00)	181%	
WM Engineering Services		1,000.00	1,000.00	0%	
60145					
Insurance	\$9,924.48	10,000.00	75.52	99%	
60275					
Postage & Delivery		400.00	400.00	0%	
67000					
Equipment/Maintenance	1,054.72	5,000.00	3,945.28	21%	
62000					
Bank Fees		120.00	120.00	0%	
Membership Dues	349.00	1,000.00	651.00	35%	
Contingency - WM Vehicle Purchase		4,000.00	4,000.00	0%	
Contingency Fund	Balance	35,328.14	39,260.00		
Equipment Purchase	\$23,800	2,500.00	2,500.00	0%	
Legal	\$10,060	10,000.00	10,000.00	0%	
5% Payroll	\$5,000	9,500.00	9,500.00	0%	
5% Payroll Taxes	\$400	500.00	500.00	0%	
TOTAL CASH EXPENSES	258,623.83	561,580.00	299,224.31	46%	
TOTAL IN-KIND EXPENSES	9,310.33	15,000.00	5,689.67	62.07%	
TOTAL EXPENSES	267,934.16	576,580.00	304,913.98		
REVENUE OVER/UNDER EXPENSES	(88,023.45)	(34,870.00)	56,885.31		

BEGINNING CASH BALANCE 7/1/2020

**Board of Directors Honey Lake Valley Resource Conservation District
County of Lassen, State of California**

RESOLUTION 2021-01

**RESOLUTION OF THE HONEY LAKE VALLEY RESOURCE CONSERVATION
DISTRICT (RCD)**

**APPROVING SUBMISSION OF “CONSERVATION EDUCATION & MANAGEMENT
OF NATIVE AND INTRODUCED URBAN AGRICULTURAL PLANTS IN THE
NORTHERN GREAT BASIN” GRANT PROPOSAL TO THE NATIONAL
ASSOCIATION OF CONSERVATION DISTRICT’S URBAN AGRICULTURE
CONSERVATION GRANT INITIATIVE**

WHEREAS, the Honey Lake Valley RCD’s mission is to conserve, restore and sustain local agricultural and natural resources by seeking and coordinating technical, educational and financial resources;

WHEREAS, the National Association of Conservation District’s (NACD) mission is to promote responsible management and conservation of natural resources through grassroots advocacy, education and partnerships;

WHEREAS, NACD achieves its mission, in this instance, through competitive funding to conservation districts under their Urban Agriculture Conservation Grant Initiative (UAC); and,

WHEREAS, the NACD will award granted funds directly to conservation districts to increase their capacity related to urban agriculture technical assistance and small-scale conservation, while addressing community needs in both rural and urban contexts;

NOW, THEREFORE, BE IT RESOLVED that the Honey Lake Valley RCD has reviewed and approves the submission of its “Conservation Education & Management of Native and Introduced urban agricultural plants in the Northern Great Basin” proposal to the NACD; and

BE IT FURTHER RESOLVED that the Honey Lake Valley RCD board of directors have discussed conflicts of interest and find that none exist.

Adopted on following motion by Director _____, seconded by Director _____ and the following vote on this ____ day of _____ 2021.

Director Vote:

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

Jesse Claypool, Chair
Board of Directors

WAYNE LANGSTON, Secretary/Treasurer
Board of Directors

Attest:

Andrea Stuemky, District Manager

Andrea Stuemky

f. POLICY TITLE: Sick Leave
POLICY NUMBER: 2520

2520.1 This policy shall apply to probationary and regular employees in all classifications who work for the Honey Lake Valley RCD for 30 or more days within a year from the commencement of employment.

2520.2 Sick leave is defined as absence from work due to illness, non-industrial injury, quarantine due to exposure to a contagious disease, or for obtaining relief if the employee is a victim of domestic violence, sexual assault or stalking. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave. All sick leave, including medical appointments and kin care, shall be identified as to type (i.e., kin care or employee's own health condition) and requested in advance and in writing to the District Manager for approval, with rare exception. Anytime an exception occurs, the employee shall submit a sick leave request to the District Manager. A copy of the approved sick leave request shall be attached to the pertinent time sheet.

2520.3 An employee shall be entitled to use accrued paid sick days beginning on the 90th calendar day of employment, after which day the employee may use paid sick days as they are accrued.

2520.4 Employees shall earn sick leave at the rate of **4 hours per individual pay period**, cumulative to a maximum of 60 days. Sick leave hours earned shall be pro-rated for those probationary or regular employees working less than 40hrs/week. The determination of total accumulated sick leave days shall be made on January 2 of each year.

2520.5 Each employee may use accrued sick leave, up to half the time accrued per calendar year, as kin care leave. It is provided for those circumstances where the employee must take time off to care for a sick Family Member, regardless of the seriousness of the illness. "Family member" means any of the following :

2520.5.1 A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

2520.5.2 A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or a person who stood in loco parentis when the employee was a minor child.

2520.5.3 A spouse.

2520.5.4 A registered domestic partner

2520.5.5 A grandparent.

2520.5.6 A grandchild.

2520.5.7 A sibling.

2520.6 If absence from duty by reason of illness occurs, satisfactory evidence may be required by the District Manager.

2520.7 Accrued sick leave shall not be compensated upon employee's termination from the district for any reason.

Amended: 01/25/2021

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falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

Vacations may be scheduled at any time during the year upon written approval of the District Manager. Vacations are provided by the District to employees as a period of exemption from work with pay for the purpose of rest, relaxation and recreation. This respite is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and contentment of the employee. As such, pay in lieu of vacation time away from work shall not be permitted. (BP3490)

6.5 RECORDKEEPING

The HLV RCD uses an outside payroll services provider that maintains Paid Days Off leave accrued and used (Sick leave and Vacation leave). Each employee is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

6.6 HOLIDAYS

The District observes the following paid holidays per year for all non-exempt employees:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

When the holiday falls on Saturday, the previous Friday shall be observed as the recognized holiday. When it falls on a Sunday, the following Monday shall be observed. Employees may be required to work on a holiday.

6.7 JURY DUTY

Employees will be granted time off to serve on a jury, and non-exempt employees shall receive one (1) days pay and benefit. Exempt employees will be paid in accordance with the law. All regular employees, both full-time and part-time, will be kept on the active payroll until they are released from jury duty. A copy of the jury duty summons and all other associated paperwork are required for the personnel file.

6.8 MILITARY LEAVE

SUGGESTED UPDATES

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The HLV RCD uses an outside payroll services provider that maintains Paid Days Off leave accrued and used (Sick leave and Vacation leave). Each employee is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

6.6 HOLIDAYS

The District observes the following paid holidays per year for all non-exempt employees:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve (1/2 Day)
Christmas Day
New Year's Eve (1/2 Day)

When the holiday falls on Saturday, the previous Friday shall be observed as the recognized holiday. When it falls on a Sunday, the following Monday shall be observed. Employees may be required to work on a holiday.

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6.8 MILITARY LEAVE

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

BOARD ORDER NO. R6T-2016-0034
WDID NO. 6A181412005

WASTE DISCHARGE REQUIREMENTS
FOR

CALIFORNIA DEPARTMENT OF TRANSPORTATION
HONEY LAKE SAFETY ROADSIDE REST AREA
WASTEWATER TREATMENT AND DISPOSAL FACILITY

Lassen County

The California Regional Water Quality Control Board, Lahontan Region (Water Board), finds:

1. Discharger

California Department of Transportation is the owner and operator of the Honey Lake Safety Roadside Rest Area. For the purpose of this Order, the California Department of Transportation is referred to as the “Discharger.”

2. Facility

The Honey Lake Safety Roadside Rest Area discharges treated domestic wastewater from its existing onsite wastewater treatment and disposal system (OWTS) that is scheduled to be replaced. For the purpose of this Order, the Honey Lake Safety Roadside Rest Area is referred to as the “Facility.”

3. History of Previous Regulation by the Water Board

The Water Board has not regulated this Facility prior to this Board Order. The Discharger identified that the Facility produces a waste stream that, compared to a typical single-family home septic tank discharge, contains a significantly higher concentration of nitrogen. Therefore, it is appropriate to regulate the Facility’s OWTS under Waste Discharge Requirements (WDRs) issued by the Water Board.

4. Reason For Action

The Discharger filed a Report of Waste Discharge on December 31, 2014, requesting new WDRs for the Facility’s non-domestic wastewater discharge. The Discharger is also proposing a series of actions to address nitrate pollution in the shallow groundwater beneath the Facility. The Discharger’s proposed, completed, and ongoing actions include:

- a. Constructing and operating a proposed new advanced OWTS producing an effluent with total nitrogen concentrations less than 10 mg/L, quarterly average. Subsequently, ceasing discharging wastewater from the existing septic tank OWTS.

- b. Begin using a new, deeper onsite water supply well producing water that complies with nitrate drinking water standards without treatment. This was accomplished by the Discharger in 2015.
- c. The Discharger ceased operating and discharging nitrate-rich wastewater from its water treatment system to the Facility's existing OWTS, when the Discharger began providing water from its new, deeper water supply well in 2015. The water treatment system that was operated until 2015 removed nitrates from water produced by the Facility's existing shallow water supply well (now landscape irrigation supply) and discharged the effluent to the OWTS.
- d. Continue using the existing shallow water supply well (hereinafter referred to as the "irrigation well") for landscape irrigation, allowing for the uptake of nitrates currently in the shallow groundwater beneath the Facility by the vegetation.
- e. Establishing an ongoing groundwater monitoring program that identifies groundwater flow direction, characterizes the Facility's current impacts on groundwater quality, identifies other potential nitrate sources, and monitors the groundwater's response to the Facility's improved wastewater discharge quality.

5. Facility Location

The Facility is located adjacent to U.S. Highway 395, approximately 0.5 miles west of Honey Lake, 7.7 miles north of Milford, and approximately 16 miles southeast of Susanville, in Lassen County. The Facility's location is shown in Attachment A, which is made a part of this Order.

6. Facility Description

The Facility consists of a parking lot for cars and trucks, and restrooms for travelers. There are landscaped areas for outdoor picnics and pet walking. The restroom facilities and drinking fountains generate domestic wastewater that is treated and disposed of onsite.

The Discharger is proposing to install an advanced OWTS to replace the existing conventional septic system and leachfield OWTS. The new OWTS will consist of a 6,000-gallon urine tank, 1,700-gallon lift station, a 10,000-gallon septic tank, two 1,900-gallon media tanks, an 8,000-gallon recirculation tank, a 3,600-square-foot above-ground recirculating sand filter, and two anoxic wetlands. The Facility's new OWTS layout is shown in Attachment B, which is made a part of this Order.

The urine tank, lift station, and septic tank are pretreatment components of the new OWTS. Waste from the men's restroom urinals will be collected in the urine tank. During the colder months, the urine tank will be used to store anticipated urinal waste amounts. The tank will have a fluid-level indicator and will overflow if filled to capacity into the new lift station for the OWTS. During the warmer months, when biological processes are enhanced by warmer temperatures, stored urinal wastewater will be metered into the other wastewater sources and treated.

Solids will be removed in the septic tank, and effluent will subsequently be treated by the two media tanks, the recirculating sand filter, and the wetlands system prior to being discharged to the Facility's subsurface leachfield. The wastewater effluent quality from the new OWTS will be significantly better than that of the Facility's existing OWTS, as presented below.

The following table provides a comparison of concentrations for specific constituents in treated wastewater from a typical residential septic tank, the Facility's existing septic tank, and anticipated constituent concentrations from the Facility's proposed OWTS.

Constituent	Typical Septic Tank Effluent* (mg/L)	Facility Existing Septic Tank Effluent (mg/L)	Proposed Facility OWTS Effluent (mg/L)
Biochemical Oxygen Demand, five day	140-200	230	<90
Chemical Oxygen Demand	160-300	500	<200
Total Kjeldahl Nitrogen	50-90	200	<10
Total Nitrogen	40-100	200	<10
Total Suspended Solids	20-55	60	<10

*USEPA, 2002. Onsite Wastewater Treatment Systems Design Manual, EPA/625/R-00/008. Office of Water, Office of Research and Development, Washington, D.C. February 2002

7. Sludge Disposal

The Facility's sludge disposal plan includes periodic sludge removal from the septic tank for transport to an offsite facility authorized to receive such waste.

8. Authorized Disposal Site

The authorized disposal site for the Facility's proposed OWTS will consist of 1,200 linear feet of subsurface leach field.

9. Total Nitrogen; Constituents of Concern

This Order establishes an effluent limitation for total nitrogen as nitrogen based upon the following information and conditions:

The Facility is located on land with groundwater close to the land surface (shallow groundwater). The irrigation well (former shallow water supply well), constructed from grade to 60 feet below grade, has had standing water as shallow as 21 feet below grade. In October 2015, the irrigation well had a nitrate as nitrogen concentration of 10.2 mg/L, exceeding the drinking water standard for nitrate of 10 mg/L nitrate as N. The Discharger operated a water treatment system prior to

2016 to reduce nitrate concentrations in the Facility's drinking water supply, as required by the State Water Resources Control Board's Division of Drinking Water (DDW), and discharged the residual nitrates from the water treatment system into the Facility's existing OWTS.

- a. The Discharger has documented nitrogen concentrations in the Facility's wastewater discharge that are two to four times greater than nitrogen concentrations from a typical single-family home's OWTS. Such nitrogen discharges may be contributing to groundwater nitrate concentrations beneath the Facility that are exceeding the MCL for nitrate. Constructing and operating the advanced OWTS is proposed by the Discharger to reduce nitrogen concentrations in its wastewater effluent discharge and subsequently reduce groundwater nitrate concentrations.
- b. Establishing and meeting effluent limitations for total nitrogen as N of 10 mg/L, quarterly average, is necessary to prevent further groundwater quality degradation and to begin reducing the current groundwater nitrate concentrations to below the MCL. Meeting the quarterly average effluent limitation for total nitrogen as N will reduce the Facility's current nitrogen discharge by an estimated 95 percent. The effluent limitations for total nitrogen as N established by this Order are based on the proposal by the Discharger and a number of considerations discussed in detail in Attachment D, which is made a part of this Order.
- c. In conjunction with meeting the effluent limits, using the shallow groundwater for landscape irrigation and taking the water treatment system offline should further assist in reducing nitrate concentrations in the groundwater to levels below the MCL.

10. Site Geology

The Facility lies within the Honey Lake Valley. It is bounded on the west by the Sierra Nevada mountain range and to the north and west by volcanic areas of the Modoc Plateau and Cascade Range. Top soil and surface clay extends to a depth of 15 feet below grade, with sand from 15 feet to 60 feet below grade. Below the sand is decomposed granite and fractured granite from 60 feet to 90 feet below grade.

11. Site Hydrology

Annual precipitation at the Facility is estimated at less than 15 inches. The Facility lies within the Honey Lake Valley and is adjacent to Honey Lake, the terminal receiving water for the Susan River. The receiving water is the groundwater of the Honey Lake Valley groundwater basin.

12. Site Hydrogeology

The Facility is within the Honey Lake Valley groundwater basin, a 490-square mile basin with internal drainage, which stores an estimated 16 million acre-feet of water (California Department of Water Resources, *California's Ground Water, 1975*). The Discharger has two onsite water supply wells. One is an older shallow groundwater well (irrigation well), where the standing groundwater is found at approximately 21 feet below grade. This well is no longer being used for drinking water supply and is now used as an onsite irrigation supply well. This well has had nitrate as nitrogen concentrations above the drinking water MCL and at levels such that DDW required the Discharger to treat the water prior to distribution. The sources and extent of the elevated nitrate concentrations in the shallow groundwater are not fully known.

The Discharger has constructed a second drinking water supply well that is over 800 feet deep. The water there was found in fractured granite after drilling through the upper 60-foot sand layer. The standing water after drilling was at 36 feet below grade, indicating that the shallow water may not be in direct hydrologic connection with the deeper aquifer. The nitrate as nitrogen concentration in the deeper groundwater has been measured at 5.7 mg/L, below the 10 mg/L MCL.

13. Water Quality Control Plan for the Lahontan Region

The Water Board adopted the Basin Plan, which took effect on March 31, 1995. This Order implements the Basin Plan, as amended.

14. Groundwater Beneficial Uses

The beneficial uses of the groundwater of the Honey Lake Valley groundwater basin (Department of Water Resources No. 6-4), as set forth and defined by the Basin Plan, are:

- a. Municipal and Domestic Supply (MUN)
- b. Agricultural Supply (AGR)
- c. Freshwater Replenishment (FRSH)
- d. Industrial Service Supply (IND)
- e. Wildlife Habitat (WILD)

15. California Water Code Section 13172

Water Code section 13172 directed the State Water Resources Control Board (State Water Board) to write regulations for waste disposal sites, "except for sewage treatment plants..." to protect water quality. Those regulations are now incorporated in the California Code of Regulations (CCR), title 27. The statute exempts the wastewater treatment facilities from the regulation, but does not exempt the disposal of treated wastewater, except under specified conditions.

16. California Code of Regulations Title 27

CCR title 27, section 20090, defines the activities that may be exempt from CCR title 27 requirements. The section provides a list of preconditions that must be met for the exemptions to apply. Section 20090(a) provides an applicable exemption for the discharge of treated effluent to land. The full text of the exemption follows:

“(a) Sewage - Discharges of domestic sewage or treated effluent which are regulated by WDRs issued pursuant to Chapter 9, Division 3, Title 23 of this code, or for which WDRs have been waived, and which are consistent with applicable water quality objectives, and treatment or storage facilities associated with municipal wastewater treatment plants, provided that residual sludges or solid waste from wastewater treatment facilities shall be discharged only in accordance with the applicable SWRCB[State Water Board]-promulgated provisions of this division.”

The Facility’s discharge of treated effluent has historically been unregulated. The current discharge is a source of total nitrogen and may be contributing to the nitrate concentrations that exceed applicable water quality objectives in the shallow groundwater. The groundwater has elevated concentrations of nitrate and sources are not fully known; therefore, the Facility WDRs issued pursuant to CCR, title 23 will include effluent limits for total nitrogen to assure consistency with applicable water quality objectives, new groundwater monitoring systems, and other requirements intended to eliminate the existing condition of groundwater pollution.

The Discharger is required by this Order to satisfy the title 27 exemption criteria requiring that sludge generated in the septic tank be properly removed and disposed of at a facility authorized to accept the waste.

17. Time Schedule Requirements

Pursuant to Water Code section 13263(c), WDRs may contain a time schedule subject to revision at the discretion of the Water Board. This Order establishes a time schedule for the Discharger to accomplish certain actions as described in Finding No. 4, above. The Water Board has determined in its discretion that prescribing this time schedule is reasonable and needed in lieu of enforcement action to assure the completion of activities proposed to abate the groundwater nitrate condition above the MCL.

18. Policy for Maintaining High Quality Waters

State Water Resources Control Board Resolution No. 68-16 requires that; *existing high quality waters will be maintained until it is demonstrated to the State that any change will be consistent with maximum benefit to the people of the State, will not unreasonably affect present and anticipated beneficial use of such water and will not result in water quality less than that prescribed in the [State or Regional Water Board] policies;* and requires that *any activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters must meet waste discharge requirements which will result in the best practical treatment or control of the discharge necessary to assure that a pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the State will be maintained.*

A condition of pollution developed prior to adoption of this Order. The purpose of this Order is to regulate the Facility's waste discharge in a manner that improves groundwater quality and eliminates the existing condition of pollution. Groundwater quality is expected to improve in response to implementing the actions identified in Finding No. 4, above. Those actions will significantly reduced total nitrogen concentrations in the Facility's waste discharge, and facilitate nitrate removal from the groundwater through uptake by vegetation when irrigating with water from the shallow irrigation well.

This Order requires improved treatment of nitrate, which will be carried out by a new advanced OWTS, which is to be constructed, and for the Discharger to monitor the groundwater in the disposal location of the treated wastewater to evaluate whether the discharge is improving the quality of the previously-affected receiving water. The shallow groundwater already has elevated concentrations of nitrate and thus the Discharger will have total nitrogen effluent limits and be required to implement best practicable treatment and controls. The total nitrogen effluent limit is equivalent to the drinking water MCL for nitrate, assuming all the nitrogen could be converted to nitrate. The discharge of wastewater with a quarterly average total nitrogen as N concentration of 10 mg/L should help ameliorate the current groundwater nitrate concentrations to below the water quality objectives in the shallow groundwater. The Discharger will also be required to irrigate the Facility's landscaping with the shallow groundwater, further reducing groundwater nitrate concentrations. Ceasing water treatment system operations and its nitrate-rich discharge should further reduce total nitrogen and nitrates in the groundwater.

19. Water Code Section 13241 Considerations

Pursuant to California Water Code section 13241, the requirements of this Order take into consideration the following:

a. Past, present, and probable future beneficial uses of water.

The findings of this Order identify past, present and probable future beneficial uses of water, as described in the Basin Plan, that are potentially and currently affected by the discharge. The Facility's existing OWTS may be contributing to current impairment of the water for MUN uses. Present or probable future beneficial uses of the water are listed in Finding No. 14. Those beneficial uses other than MUN, should not be affected by the discharge. The proposed advanced OWTS discharge combined with irrigating with shallow groundwater, should improve the water quality and aid in restoring the MUN beneficial use for groundwater.

b. Environmental characteristics of the hydrographic unit under consideration, including the quality of water available thereto.

The findings of this Order concerning geology, hydrogeology, and hydrology provide general information on the hydrographic unit environmental characteristics. Finding Nos. 10, 11, 12, and 14, above, discuss information concerning the quality of available water and the potential uses of the groundwater.

- c. Water quality conditions that could reasonably be achieved through the coordinated control of all factors which affect water quality in the area.
The requirements for the Facility are reasonable to achieve. The water quality may be adversely affected by factors beyond the control of the Discharger, including other nearby septic systems and agriculture practices. However, establishing effluent limits for total nitrogen for the Facility's discharge is needed to both reduce a known nitrogen source, which is expected to improve groundwater quality. The effluent requirements of this Order will reduce nitrate concentrations in the effluent discharged to groundwater and should, over time, aid in improving groundwater quality and restoring compliance with water quality objectives in the shallow groundwater beneath the Facility.
- d. Economic considerations
The Discharger proposed the advanced OWTS. The installation of the new OWTS and monitoring wells will increase the operational cost of the site, but are necessary in order to aid in abating existing pollution and monitor potential changes in groundwater quality with the new OWTS. The requirement for groundwater monitoring is reasonable and necessary to monitor progress towards compliance with water quality objectives for the shallow groundwater beneath the Facility.
- e. The need for developing housing within the region.
The Discharger provides rest services to drivers and occupants of vehicular traffic on U.S. Highway 395. This Order considers the need for housing, and does not increase the need for, or impact the ability to, develop housing within the Region. Thus, there are no impacts on the need for developing housing.

20. The Right to Access to Clean Water

Water Code section 106.3 states in part "... every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes." This Order does not authorize the degradation of the groundwater beyond the level that supports beneficial uses, will assist in restoring the impaired MUN use, and requires monitoring to monitor for potential degradation of water quality.

21. California Environmental Quality Act

Adoption of this Order regulating the discharge from the Facility is categorically exempt under the provisions of the California Environmental Quality Act (CEQA, Public Resources Code section 21000, et seq.) in accordance with CCR, title 14, section 15301, "Existing Facilities." The Facility is an existing facility and has been in operation for many years. No expansion of capacity is being authorized with the implementation of the new OWTS.

22. Notification and Consideration of Comments

The Water Board staff solicited public comments by placing a copy of the Tentative WDRs on the Water Board's internet site on March 29, 2016, and distributing the Tentative WDRs to the Discharger and known interested parties. The Water Board, in a public meeting, heard and considered all comments pertaining to the discharge.

IT IS HEREBY ORDERED that, pursuant to Water Code section 13263, the Discharger must comply with the following:

I. Discharge Specifications

A. Effluent Limitations

1. The total flow of wastewater to the authorized disposal site must not exceed 4,000 gallons per day (gpd).
2. The discharge to waters of the state must not contain trace elements, pollutants or contaminants, or combinations thereof, in concentrations that are toxic or harmful to humans or to aquatic or terrestrial plant or animal life.
3. Treated effluent discharged after **August 30, 2018**, must meet the following effluent limits.

Effluent Limitations

Constituents	Quarterly Average (mg/L)	Daily Maximum (mg/L)
Biochemical Oxygen Demand	90	---
Total N	10	---
Total Suspended Solids	30	45

B. Receiving Water Limitations

The discharge of waste must not cause the presence of the following substances or conditions in the groundwater of the Honey Lake Valley groundwater basin.

1. Bacteria, Coliform - In groundwater designated as MUN, the median concentration of coliform organisms over any seven-day period shall be less than 1.1/100 milliliters.
2. Chemical Constituents - Groundwater designated as MUN shall not contain concentrations of chemical constituents, as a result of the discharge, in excess of the maximum contaminant level (MCL) or secondary maximum contaminant level (SMCL) based upon drinking water standards specified in the following provisions of title 22 of the CCR, which are incorporated by reference into this Order:

- a. Table 64431-A of section 64431 (Inorganic Chemicals),
 - b. Table 64431-B of section 64431 (Fluoride),
 - c. Table 64444-A of section 64444 (Organic Chemicals),
 - d. Table 64449-A of section 64449 (Secondary Maximum Contaminant Levels-Consumer Acceptance Limits), and
 - e. Table 64449-B of section 64449 (Secondary Maximum Contaminant Levels-Ranges).
 - f. This incorporation-by reference is prospective includes future changes to the incorporated provisions as the changes take effect.
 - g. Waters designated as AGR shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses (i.e., agricultural purposes).
3. Radioactivity - Groundwater designated as MUN shall not contain concentrations of radionuclides in excess of the limits specified in Table 4 of section 64443 (Radioactivity) of title 22 of the CCR, which is incorporated by reference into this Order. This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.
4. Taste and Odor - Groundwater shall not contain taste or odor-producing substances in concentrations that cause nuisance or that adversely affect the beneficial uses. For groundwater designated as MUN, at a minimum, concentrations shall not exceed adopted secondary maximum contaminant levels specified in
- a. Table 64449-A of section 64449 (Secondary Maximum Contaminant Levels-Consumer Acceptance Limits), and
 - b. Table 64449-B of section 64449 (Secondary Maximum Contaminant Levels- Ranges) of title 22 of the CCR,
 - c. The above sections are incorporated by reference into this Order. This incorporation-by-reference includes future changes to these provisions as the changes take effect.

C. General Requirements and Prohibitions

1. There must be no discharge, bypass or diversion of raw or partially treated sewage, sewage sludge, grease or oils from the collection, treatment, or disposal facilities to adjacent land areas or surface waters.
2. The discharge of waste that causes violation of any narrative or numeric water quality objective contained in the Basin Plan is prohibited.
3. Where any numeric or narrative water quality objective contained in the Basin Plan is already being violated, the discharge of waste that causes further degradation or pollution is prohibited.

4. The discharge must not cause a pollution as defined in section 13050 of the California Water Code.
5. Neither the treatment nor the discharge can cause a nuisance as defined in section 13050 of the California Water Code.
6. The discharge of treated wastewater except to the authorized disposal site is prohibited.
7. The integrity of any treatment and disposal systems must be maintained throughout the life of these systems and must not be diminished as the result of any maintenance or cleaning operation.

II. Provisions

A. Standard Provisions

The Discharger must comply with the "Standard Provisions for Waste Discharge Requirements," dated September 1, 1994, in Attachment C, which is made part of this Order.

B. Monitoring and Reporting

Pursuant to section 13267(b) of the California Water Code, the Discharger must comply with Monitoring and Reporting Program No. 2016-PROP as specified by the Executive Officer.

C. Final Construction Documents

By **August 30, 2017**, the Discharger must submit a construction quality assurance report for the construction of the Facility OWTS signed by a California-registered Professional Engineer (PE). The final construction report for the Facility OWTS must include the following information:

1. A statement that the Facility OWTS was constructed as designed, or that changes were acceptable per PE.
2. After the construction of the treatment system components that use geosynthetic containment structures (recirculating sand filter and anoxic wetland), provide documentation that the structures were inspected and repaired as specified by the manufacturer, with any holes or defects repaired prior to being filled with media (sand or wood chips).

D. Time Schedule Requirements

The Discharger must provide the following technical reports prepared by a California-licensed Professional Engineer or Professional Geologist, as appropriate, and these reports must provide the following information:

1. By **September 30, 2016**:
 - a. A landscape irrigation plan identifying where water from the shallow irrigation well will be used for landscape irrigation, an seasonal irrigation schedule, and the irrigation system's estimated seasonally-adjusted water use (e.g., average gallons per week or average gallons per month), keeping in mind that water should be applied at agronomic rates, preventing irrigation water from percolating into the shallow groundwater.
 - b. A monitoring well design and construction plan describing and illustrating proposed monitoring well design and construction features, including but not limited to, drilling method, materials used to drill and construct the well, well depth, well diameter, screening length, and well seal installation methodology. The plan shall also include a schedule for installing and preparing the monitoring wells for sampling.
2. By **July 30, 2017**, confirmation that the groundwater monitoring wells noted in 1.b., above, have been installed and are fully operational. Additionally, submit a scaled map identifying the naming nomenclature for each of the three monitoring wells.
3. By **December 1, 2018**, a groundwater investigation report describing the groundwater nitrate conditions since installing and sampling the monitoring wells noted in 1.b., above. Specifically, provide findings regarding the effects of operating and discharging from the advanced OWTS, and using the shallow irrigation well for landscape irrigation, only, on groundwater nitrate concentrations.

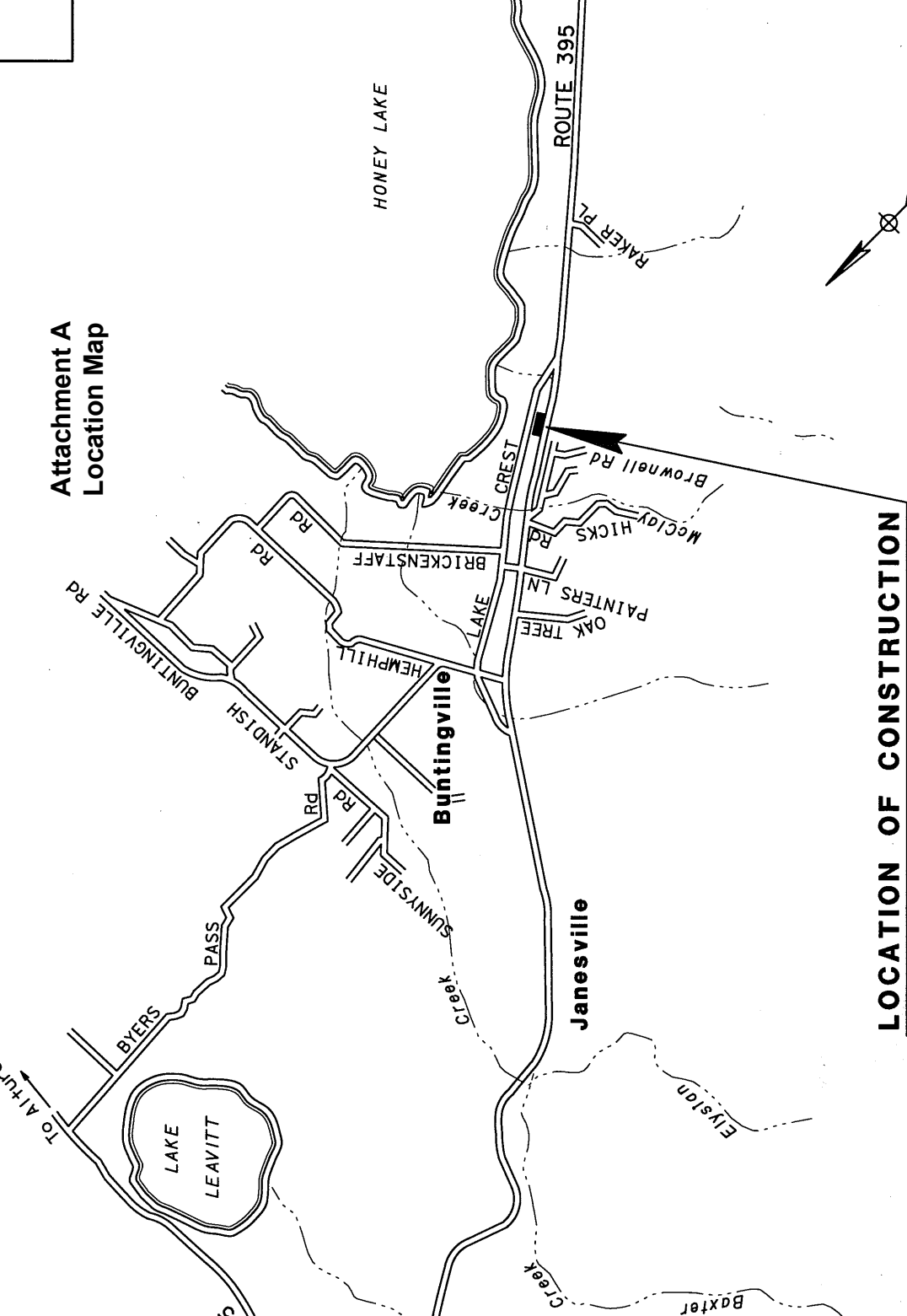
I, Patty Z. Kouyoumdjian, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Lahontan Region, on June 9, 2016.



PATTY Z. KOUYOUMDJIAN
EXECUTIVE OFFICER

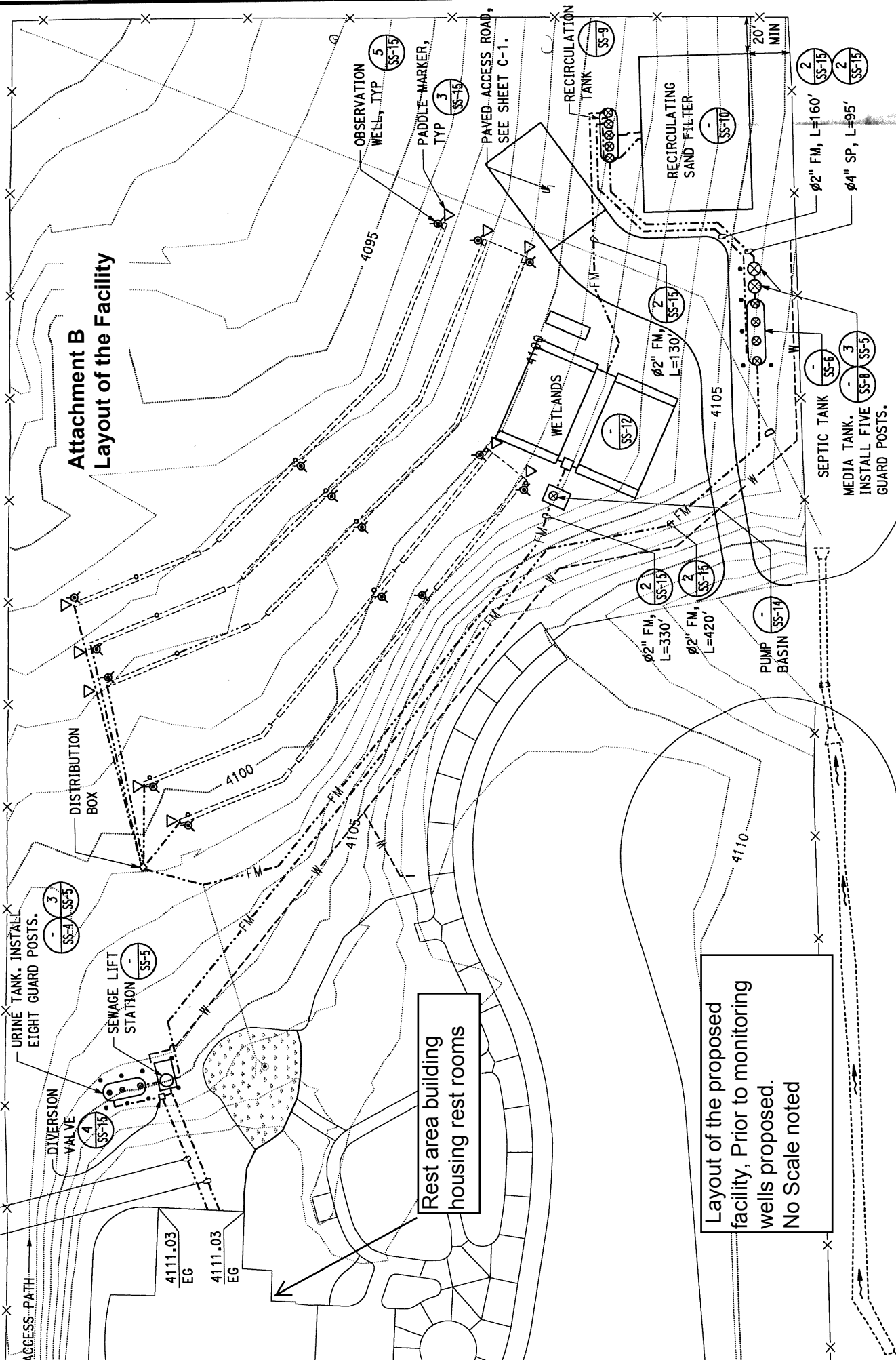
- Attachments:
- A. Location Map
 - B. Facility Layout
 - C. Standard Provisions for Waste Discharge Requirements
 - D. Nitrogen Effluent Limitation Analysis
 - E. Map of Facility and Proposed Monitoring Well

**Attachment A
Location Map**



**LOCATION OF CONSTRUCTION
HONEY LAKE SAFETY
ROADSIDE REST AREA
PM 49.5**

Attachment B Layout of the Facility



Rest area building
housing rest rooms

Layout of the proposed
facility, Prior to monitoring
wells proposed.
No Scale noted

4111.03 EG
4111.03 EG

ATTACHMENT C

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD LAHONTAN REGION

STANDARD PROVISIONS FOR WASTE DISCHARGE REQUIREMENTS

1. Inspection and Entry

The Discharger shall permit Regional Board staff:

- a. to enter upon premises in which an effluent source is located or in which any required records are kept;
- b. to copy any records relating to the discharge or relating to compliance with the Waste Discharge Requirements (WDRs);
- c. to inspect monitoring equipment or records; and
- d. to sample any discharge.

2. Reporting Requirements

- a. Pursuant to California Water Code 13267(b), the Discharger shall immediately notify the Regional Board by telephone whenever an adverse condition occurred as a result of this discharge; written confirmation shall follow within two weeks. An adverse condition includes, but is not limited to, spills of petroleum products or toxic chemicals, or damage to control facilities that could affect compliance.
- b. Pursuant to California Water Code Section 13260 (c), any proposed material change in the character of the waste, manner or method of treatment or disposal, increase of discharge, or location of discharge, shall be reported to the Regional Board at least 120 days in advance of implementation of any such proposal. This shall include, but not be limited to, all significant soil disturbances.
- c. The Owners/Discharger of property subject to WDRs shall be considered to have a continuing responsibility for ensuring compliance with applicable WDRs in the operations or use of the owned property. Pursuant to California Water Code Section 13260(c), any change in the ownership and/or operation of property subject to the WDRs shall be reported to the Regional Board. Notification of applicable WDRs shall be furnished in writing to the new owners and/or operators and a copy of such notification shall be sent to the Regional Board.
- d. If a Discharger becomes aware that any information submitted to the Regional Board is incorrect, the Discharger shall immediately notify the Regional Board, in writing, and correct that information.
- e. Reports required by the WDRs, and other information requested by the Regional Board, must be signed by a duly authorized representative of the Discharger. Under Section 13268 of the California Water Code, any person failing or

refusing to furnish technical or monitoring reports, or falsifying any information provided therein, is guilty of a misdemeanor and may be liable civilly in an amount of up to one thousand dollars (\$1,000) for each day of violation.

- f. If the Discharger becomes aware that their WDRs (or permit) are no longer needed (because the project will not be built or the discharge will cease) the Discharger shall notify the Regional Board in writing and request that their WDRs (or permit) be rescinded.

3. Right to Revise WDRs

The Regional Board reserves the privilege of changing all or any portion of the WDRs upon legal notice to and after opportunity to be heard is given to all concerned parties.

4. Duty to Comply

Failure to comply with the WDRs may constitute a violation of the California Water Code and is grounds for enforcement action or for permit termination, revocation and re-issuance, or modification.

5. Duty to Mitigate

The Discharger shall take all reasonable steps to minimize or prevent any discharge in violation of the WDRs which has a reasonable likelihood of adversely affecting human health or the environment.

6. Proper Operation and Maintenance

The Discharger shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the Discharger to achieve compliance with the WDRs. Proper operation and maintenance includes adequate laboratory control, where appropriate, and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems that are installed by the Discharger, when necessary to achieve compliance with the conditions of the WDRs.

7. Waste Discharge Requirement Actions

The WDRs may be modified, revoked and reissued, or terminated for cause. The filing of a request by the Discharger for waste discharge requirement modification, revocation and re-issuance, termination, or a notification of planned changes or anticipated noncompliance, does not stay any of the WDRs conditions.

8. Property Rights

The WDRs do not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

9. Enforcement

The California Water Code provides for civil liability and criminal penalties for violations or threatened violations of the WDRs including imposition of civil liability or referral to the Attorney General.

10. Availability

A copy of the WDRs shall be kept and maintained by the Discharger and be available at all times to operating personnel.

11. Severability

Provisions of the WDRs are severable. If any provision of the requirements is found invalid, the remainder of the requirements shall not be affected.

12. Public Access

General public access shall be effectively excluded from treatment and disposal facilities.

13. Transfers

Providing there is no material change in the operation of the facility, this Order may be transferred to a new owner or operation. The owner/operator must request the transfer in writing and receive written approval from the Regional Board's Executive Officer.

14. Definitions

- a. "Surface waters" as used in this Order, include, but are not limited to, live streams, either perennial or ephemeral, which flow in natural or artificial water courses and natural lakes and artificial impoundments of waters. "Surface waters" does not include artificial water courses or impoundments used exclusively for wastewater disposal.
- b. "Ground waters" as used in this Order, include, but are not limited to, all subsurface waters being above atmospheric pressure and the capillary fringe of these waters.

15. Storm Protection

All facilities used for collection, transport, treatment, storage, or disposal of waste shall be adequately protected against overflow, washout, inundation, structural damage or a significant reduction in efficiency resulting from a storm or flood having a recurrence interval of once in 100 years.

Attachment D

The Development of Effluent Limits for the Honey Lake Safety Roadside Rest Area's (Facility) Advanced Onsite Wastewater Treatment System

Purpose

The California Department of Transportation (Caltrans) Honey Lake Safety Roadside Rest Area has an onsite wastewater treatment system (OWTS) to treat and dispose of all wastewater from the Facility. The Facility's existing OWTS consists of a septic tank that discharges to a leachfield. The Facility generates wastewater higher in nitrogen and biochemical oxygen demand (BOD) than typical household domestic waste. Additionally, groundwater nitrate as nitrogen concentrations in an onsite shallow groundwater well that is across gradient, or possibly up gradient, from the OWTS leachfield exceed drinking water standards (e.g., October 2015, 10.2 mg/L). There currently is no information available regarding groundwater gradient or direction for the shallow groundwater beneath the Facility. Additionally, there are multiple sources of nitrogen in the area, including nearby residential septic tank/leachfield systems and agricultural land uses that may be affecting the groundwater quality.

Caltrans self-identified that the Facility's wastewater discharge may be a source of the elevated groundwater nitrate concentrations. Caltrans understands that its wastewater discharge is subject to Water Board regulation due to the discharge's unusually high nitrogen concentrations.

Following a review of available data and Caltrans' proposed advanced OWTS, Water Board staff suggests a quarterly average limit of 10 mg/L for total nitrogen. The limit was selected based on the possibility of all discharged nitrogen converting into nitrate; thus, with any natural precipitation, an average of 10 mg/L for total nitrogen should prevent the sum of all the discharged wastewater from further degrading groundwater quality. Additionally, Water Board staff anticipates some subsurface consumption of nitrogen by bacteria, further reducing the waste discharge impacts on nitrate concentrations in the groundwater beneath the Facility. Caltrans also committed to using water from the onsite shallow well for landscape irrigation, providing an additional opportunity to remove nitrates from the underlying groundwater. The combination of these actions, in addition to ceasing the nitrate-rich discharge from the Facility's water treatment system, is expected to return groundwater nitrate concentrations to below the MCL for nitrates.

Water Board staff's analysis also compared the nitrogen loading from a typical single family home to that of Caltrans' proposed advanced OWTS. Water Board staff relied upon the calculations, below, to determine if the Facility's proposed advanced OWTS discharge would produce a nitrogen load greater than that from a single family home for a similar-sized parcel using the State Water Board's Tier One Siting Criteria from the State Water Board's Onsite Wastewater Treatment System (OWTS) Policy.

Assumptions for a Single Family Home

Septic tank effluent of total nitrogen (on the low range) is 40 mg/L:

$$40.0 \frac{(mg\ N)}{L} \cong 40.0\ parts\ per\ million\ nitrogen \cong 40 \times 10^{-6} N$$

Standard flow from single household: 250 gallons/day (assumed Equivalent Dwelling Unit or EDU).

From the State Water Board's OWTS Policy, Tier 1 Siting Requirements, a 2.5-acre parcel is required for disposal of septic tank effluent from a single family home in an area that receives less than 15 inches of rain annually.

Calculation for Pounds of Nitrogen per Acre*Day from a Single Family Home

$$40 \times 10^{-6} N \times \frac{250\ gallon}{2.5\ acre * day} \times \frac{8.34\ lbs}{gallon} = \frac{0.033\ lbs\ N}{(acre * day)}$$

Calculation of Daily Loading for Caltrans Property

Applying the acceptable loading rate for a single family home, above, on the Caltrans property, which is a little over 10 acres (approximate area is 448,000 ft²).

$$\frac{0.033(lbs\ N)}{acre * day} \times \frac{1\ acre}{43,560\ ft^2} \times 448,000\ ft^2 = 0.34 \frac{lbs\ N}{day}$$

Using the pounds of nitrogen per day based on the total area of the Caltrans property, given the proposed advanced OWTS's peak design flow rate of 4,000 gallons per day, Water Board staff determined the maximum concentration for discharge that would mimic that of a standard septic system.

Calculation to Determine Total Nitrogen Concentration for Caltrans Design Flows at the Honey Lake Safety Rest Area

$$0.34 \frac{lbs\ N}{day} \times \frac{gallon}{8.34\ lbs} \times \frac{day}{4,000\ gallon} = 10.2 \frac{mg\ N}{L}$$

Summary

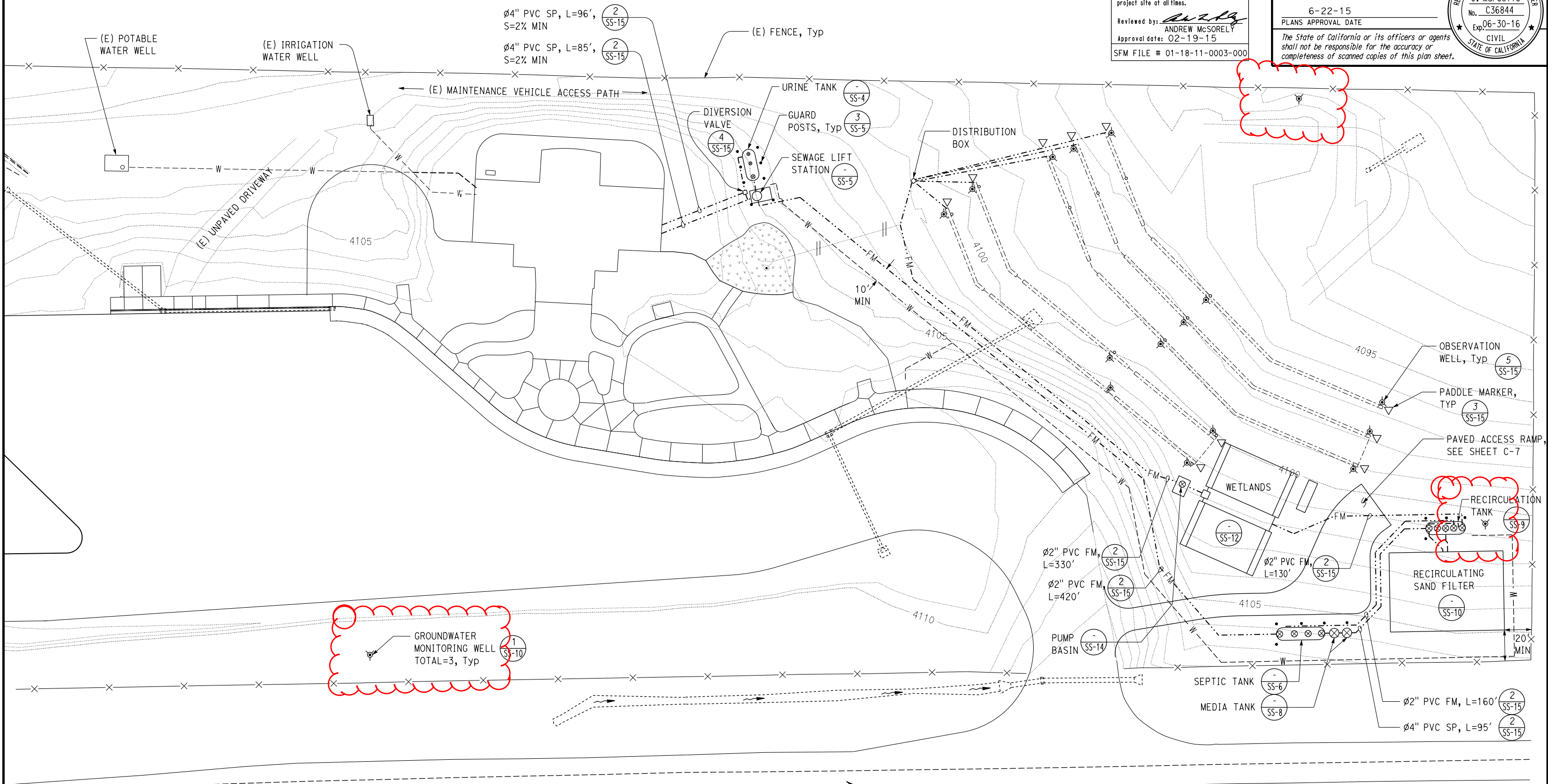
The calculations, above, show that the disposal of 4,000 gallons per day with a total nitrogen concentration of 10.2 mg/L on the Caltrans property would be similar to the total nitrogen load from a single family home on 2.5 acres. Water Board staff is proposing a quarterly average total nitrogen effluent limit of 10 mg/L, which is basically

equivalent to that required for a single family home (a conservative analysis based on low concentrations of nitrogen from a single family home). The proposed effluent limit should be adequate to avoid additional groundwater quality degradation and to begin decreasing nitrate concentrations in the groundwater below the Facility.

Attachment E

CALIFORNIA STATE FIRE MARSHAL
APPROVED
 Approval of this plan does not authorize or approve any omission or deviation from applicable regulations. Final approval is subject to field inspection. One set of approved plans shall be available on the project site at all times.
 Reviewed by: *[Signature]*
 ANDREW MCSORELY
 Approval date: 02-19-15
 SFM FILE # 01-18-11-0003-000

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02, 03	Las, Sac	395, 5	49.6, 23.3	41	106
<i>[Signature]</i> REGISTERED CIVIL ENGINEER			05-15-15 DATE	REGISTERED PROFESSIONAL ENGINEER J. Marcotte No. C36844 Exp. 06-30-16 CIVIL STATE OF CALIFORNIA	
6-22-15 PLANS APPROVAL DATE			The State of California or its officers or agents shall not be responsible for the accuracy or completeness of scanned copies of this plan sheet.		



PROPOSED SITE PLAN

1" = 30'-0"

THIS PLAN ACCURATE FOR SANITARY SEWER WORK ONLY

DESIGN	BY Andy Quan	CHECKED G Panuschka
DETAILS	BY Jim Stangl/A Quan	CHECKED G Panuschka
QUANTITIES	BY	CHECKED

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES
 ELECTRICAL-MECHANICAL-WATER AND WASTEWATER DESIGN

BRIDGE No.
 POST MILE
 49.6

HONEY LAKE SRR
 WASTEWATER IMPROVEMENTS
 PROPOSED SITE PLAN

SHEET **SS-2**

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CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
LAHONTAN REGION

MONITORING AND REPORTING PROGRAM NO. 2016-0034
WDID NO. 6A181412005

FOR

**CALIFORNIA DEPARTMENT OF TRANSPORTATION
HONEY LAKE SAFETY ROADSIDE REST AREA
WASTEWATER TREATMENT AND DISPOSAL FACILITY**

Lassen County

I. GENERAL REQUIREMENTS

A. Effective Date

This monitoring and reporting program (MRP) is required pursuant to California Water Code section 13267 and is effective on the date it is signed by the Water Board's Executive Officer. Implementation will be according to the following schedule.

1. Groundwater monitoring must begin in the second quarter monitoring period of 2017 (see section II for specific time frame), or upon completion of proposed new monitoring wells, if sooner. The existing shallow irrigation well (IW-1), must be sampled and reported on quarterly, and monitored in accordance with section II.D.3., below, upon the effective date of this MRP. Quarterly reports prior to **August 1, 2017**, must report the groundwater elevation and quality for IW-1, and any issues that may delay the construction of the monitoring wells or advanced onsite wastewater treatment system (OWTS).
2. The first annual report, due **Feb 15, 2017**, will only include the following information:
 - a. Sludge removed from the Facility's septic tank during the previous calendar year;
 - b. All total nitrogen data for the IW-1 well;
 - c. Advanced OWTS construction status; and
 - d. Description of any proposed monitoring wells that are completed and functional.
3. Quarterly monitoring reports must include all parameters required by this MRP. The first quarterly report will be for the **April 1 – June 30, 2017** monitoring period, and is due by **August 1, 2017**. All quarterly and annual reports are required after that date in accordance with section II, below.

B. Overview of Reports Required

Each year the Discharger must provide four quarterly reports and one annual monitoring report. The monitoring period covered for each report and the dates the reports are due are provided in section II and section III, below. Each report must provide information on the Facility monitoring, groundwater monitoring, sludge disposal, and other required information as specified herein.

C. Certified Cover Letter

The Discharger must use Attachment 1 as a cover letter and certification, or a cover letter containing the same information, for all reports provided to the Water Board in connection with this MRP.

D. Paperless Submission of Report and written communications

The Discharger must submit all written communication and monitoring reports via e-mail to the following address lahontan@waterboards.ca.gov. If the report or material is in excess of 50 MB, please submit that information on a disk (CD or DVD). The reports or materials should be in a Portable Document Format (PDF) package format

E. General Provisions

The Discharger must comply with the "General Provisions for Monitoring and Reporting" dated September 1, 1994, which is made part of this MRP as Attachment 2.

F. Groundwater Data to be Uploaded to Geotracker Database

The groundwater sample data for the quarterly monitoring reports must be uploaded directly to the Geotracker database maintained by the Water Board. Contact the Water Board staff for uploading procedures and compliance assistance.

G. Sampling and Analysis Plan

By **December 30, 2016**, the Discharger must provide to the Water Board a Sampling and Analysis Plan (SAP) pursuant to provision No. 1d. of the General Provisions for Monitoring and Reporting, Attachment 2 of this MRP. Additionally, a copy of the SAP must be maintained at the Facility and available for inspection. The SAP must include a detailed description of procedures and techniques for:

1. Sample collection, sample locations, sampling equipment, and decontamination of sampling equipment;

2. Groundwater well purging methods and sample collection methods consistent with either the methods specified in section II.D., below, or consistent with the *Guidance Manual for Groundwater Investigations, revised 2008*, by CalEPA Department of Toxic Substances Control, or consistent with USEPA's Groundwater Sampling Guidelines for Superfund and RCRA Project Managers of 2002, or subsequent revision, or the Discharger may propose a different purging method for acceptance by the Water Board's Executive Officer;
3. Sample preservation and shipment;
4. Analytical methods and procedures to be used;
5. Chain of custody and control of samples;
6. Quality assurance/quality control (QA/QC) for sample collection;
7. Frequency of calibration of any onsite equipment (e.g., pH meter, electrical conductivity meter, flow meter); and
8. Description of how onsite measurements are done.
9. The procedures for sampling and purging the shallow groundwater well that has elevated nitrogen may differ from those for the monitoring wells, since this well was originally a drinking water well. The SAP must describe any differences in purging and sampling procedures between the different wells, if such differences exist.

II. QUARTERLY MONITORING AND REPORTING REQUIREMENTS

The Discharger must provide four quarterly reports per year on the following re-occurring dates, covering the monitoring periods stated. The information that must be submitted to complete the report is specified in items A - E, below.

<u>Reporting Period</u>	<u>Monitoring Period</u>	<u>Due Date</u>
1 st Quarter	Jan 1 - Mar 31	May 1
2 nd Quarter	Apr 1 - Jun 30	Aug 1
3 rd Quarter	Jul 1 - Sep 30	Nov 1
4 th Quarter	Oct 1 - Dec 31	Feb 1

A. General Facility Monitoring Information

The following must be inspected monthly, with monthly information presented in each quarterly report.

1. Visually inspect the disposal area. Determine if there is seepage or surfacing effluent from the disposal area.

2. Visually inspect the entire wastewater treatment works for unauthorized discharges (e.g., system bypasses, leaks, spills).
3. Provide the urine tank storage available in gallons and percentage of total storage capacity, on a monthly basis.

B. Flow Monitoring

The Discharger must provide total monthly flow and determine the daily average flow of wastewater disposed to the leach field for each month (in gallons).

C. Effluent Monitoring

The Discharger must monitor the quality of effluent that discharges into the disposal area/leachfields. The Discharger must monitor the following parameters in the discharge.

<u>Parameters</u>	<u>Units</u>	<u>Frequency</u>	<u>Analyses</u>
Total Nitrogen ¹	mg/L	Monthly	Laboratory
Biochemical Oxygen Demand	mg/L	Monthly	Laboratory
Total Suspended Solids	mg/L	Monthly	Laboratory

¹ Total Nitrogen must be in terms of nitrate-nitrite, total Kjeldahl nitrogen, and ammonia

D. Groundwater Monitoring

Currently, there are no dedicated monitoring wells. However, the Discharger has proposed to install three monitoring wells at the Facility, and to use one existing irrigation well (IW-1) for monitoring (which will also be used for landscaping irrigation). Because IW-1 was constructed as a drinking water well, it is possible the monitoring procedures may be different than those for the three proposed monitoring well. Any differences in well purging or sampling methodologies must be described in the SAP, as required above. After new monitoring wells are installed, the Discharger must perform the following on a quarterly basis and submit the information quarterly.

1. Groundwater Elevation and Gradient

Determine the groundwater elevation with respect to mean sea level for each monitoring well prior to purging for sampling.

2. Purging

- a. Groundwater samples must be collected after either of the following: 1) an amount of water equal to three times the amount of water within the well casing has been removed, or 2) the temperature, electrical conductivity, and pH measurements of the water in the well have stabilized to

approximately ± 10 percent for successive measurements after a minimum of one well volume has been removed. For each purging method, the groundwater elevation must recover before the sample is collected. Other purging methods may be used if it is described in the site SAP and accepted by the Water Board's Executive Officer.

- b. If a monitoring well is purged, and does not appear to be recovering to pre-purging elevations, the Discharger must document the amount of time allowed for the well to recover, the volume of water removed, and the groundwater elevation at the time of the sample collection. If the monitoring well does not recover within one hour after purging, the Discharger must document the volume of water removed and may return the next day and attempt to collect the sample from the well without further purging. Measurements of temperature, electrical conductivity, and pH during purging must be reported with the results of groundwater analyses.
- c. Well casing diameter, well depth, depth to groundwater, and total volume purged prior to sampling must also be reported with the groundwater monitoring results.

3. Groundwater Sampling

Groundwater monitoring wells, including monitoring well IW-1, must be sampled quarterly for the parameters listed below.

Parameter	Units	Analysis
Temperature	C or F	Field procedures ²
Specific Conductance/ Electrical conductivity	$\mu\text{S}/\text{cm}$ or $\mu\text{mho}/\text{cm}^2$	Field procedures ²
Dissolved oxygen	mg/L	Field procedures ²
pH	pH units	Field procedures ²
Nitrate as nitrogen	mg/L	Laboratory ¹
Total Nitrogen ³	mg/L	Laboratory ¹
Chloride	mg/L	Laboratory ¹
Total Coliform	MPN/100mL	Laboratory ¹

¹Laboratory –the analysis will be conducted by a California certified laboratory (ELAP)

²Field procedures –the analysis will be conducted by field staff in the field with handheld meters that are used in accordance with and calibrated to manufacturer's specifications.

³Total Nitrogen must be in terms of nitrate-nitrite, total Kjeldahl nitrogen, and ammonia.

4. Groundwater Direction and Gradient

Using groundwater elevation data, determine the groundwater flow direction and gradient beneath the Facility and present it on a scaled map in each quarterly monitoring report.

E. General Reporting

The Discharger must report on any maintenance, repairs, or operational problems that occur throughout the reporting period.

1. Any additions, repairs or replacements to the subsurface disposal systems the Discharger is responsible for maintaining.
2. A description of any operational problem(s) and corrective action(s) taken to address the problem(s).
4. The date and quantity of sludge removed from the septic tank. The name of the company removing the material must also be reported, in addition to the name and location of the facility receiving the material. If no sludge is removed, a statement that no sludge was removed must be included in the report.
5. The Discharger is required to review the effluent data collected and self-report any violation.
6. The Discharger must also review the groundwater data collected and identify any violation of a receiving water limitation.
7. A single sample may serve as an arithmetic average for a monitoring period. If more than one sample is collected for averaging purposes during a monitoring period, the result must be used. All data used for averaging sample results must be provided to the Water Board.

III. ANNUAL MONITORING REPORT

The Discharger must submit an annual report by **February 15** of each year (after the first report in **February 15, 2017**) covering the period from January 1 through December 31 of the previous calendar year. The information that must be submitted to complete the report is specified below in items A. - C.

A. Annual Report General Reporting

The Annual Report must include information specified below.

1. Graphical and tabular presentation of all effluent monitoring data obtained for the previous year.
2. Graphical and tabular presentation of all groundwater monitoring data obtained for history of the Facility (for the constituents and groundwater information described in MRP section II.D.3. and section II.D.4, respectively).

3. The compliance record and corrective actions taken or planned which may be needed to bring the discharge into full compliance with the waste discharge requirements.
4. Any modification or additions to, or any major maintenance conducted on, the wastewater flow measuring equipment, treatment or disposal facilities during the past year.
5. The amount of sludge removed and the sludge disposal location(s).

B. Data Analysis Review

1. By **Oct 15, 2016**, the Discharger must produce for acceptance by the Water Board's Executive Officer a procedure to analyze and review the groundwater data annually. The review and analysis may be accomplished by comparing up gradient and down gradient monitoring well data, intrawell statistical analysis, interwell statistical analysis, or other method. The analysis procedure must provide a method to determine if the groundwater data indicates either an improving or degrading trend in the groundwater quality.

If the Executive Officer does not provide a written confirmation within 45 days after receiving the procedure, the procedure may be used for the next annual report and may be considered accepted. Any comments issued by the Executive Officer after 45 days may alter the analysis for the next annual report and will require a response by th Discharger.

2. The Discharger must annually review all the groundwater data collected above in sections II.D.3. and II.D.4, above, and conduct an analysis on the data as proposed and accepted pursuant to III.B.1, above, and identify any trends regarding constituent concentrations that may be associated with the Facility's discharge.
3. The Discharger must determine and certify that the groundwater monitoring data has not shown an increase for the monitored constituents. If the certification cannot be provided because an increase is detected, the Discharger is required to notify the Water Board within 5 days of identifying the conditions



Date: June 9, 2016

Ordered By: PATTY Z. KOUYOUMDJIAN
EXECUTIVE OFFICER

Attachment 1 Monitoring Report Cover Sheet
Attachment 2 General Provisions for Monitoring and Reporting Program

ATTACHMENT 1

Date _____

California Regional Water Quality Control Board
Lahontan Region
2501 Lake Tahoe Boulevard
South Lake Tahoe, CA 96150

Facility Name:

Address:

Contact Person:

Job Title:

Phone:

Email:

WDR/NPDES Order Number:

WDID Number:

Type of Report (circle one):

Monthly **Quarterly** **Semi-Annual** **Annual** **Other**

Month(s) (circle applicable month(s)*:

JAN **FEB** **MAR** **APR** **MAY** **JUN**

JUL **AUG** **SEP** **OCT** **NOV** **DEC**

*annual Reports (circle the first month of the reporting period)

Year:

Violation(s)? (Please check one): _____ **NO**

_____ **YES***

***If YES is marked complete a-g (Attach Additional information as necessary)**

a) Brief Description of Violation:

b) Section(s) of WDRs/NPDES

Permit Violated:

c) Reported Value(s) or Volume:

d) WDRs/NPDES

Limit/Condition:

e) Date(s) and Duration of Violation(s):

f) Explanation of Cause(s):

g) Corrective Action(s)

(Specify actions taken and a schedule for actions to be taken)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision following a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my knowledge of the person(s) who manage the system, or those directly responsible for data gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

If you have any questions or require additional information, please contact _____ at the number provided above.

Signature: _____

Name: _____

Title: _____

ATTACHMENT 2

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD LAHONTAN REGION

GENERAL PROVISIONS FOR MONITORING AND REPORTING

1. **SAMPLING AND ANALYSIS**

- a. All analyses shall be performed in accordance with the current edition(s) of the following documents:
 - i. Standard Methods for the Examination of Water and Wastewater
 - ii. Methods for Chemical Analysis of Water and Wastes, EPA
- b. All analyses shall be performed in a laboratory certified to perform such analyses by the California State Department of Health Services or a laboratory approved by the Regional Board Executive Officer. Specific methods of analysis must be identified on each laboratory report.
- c. Any modifications to the above methods to eliminate known interferences shall be reported with the sample results. The methods used shall also be reported. If methods other than EPA-approved methods or Standard Methods are used, the exact methodology must be submitted for review and must be approved by the Regional Board prior to use.
- d. The Discharger shall establish chain-of-custody procedures to insure that specific individuals are responsible for sample integrity from commencement of sample collection through delivery to an approved laboratory. Sample collection, storage, and analysis shall be conducted in accordance with an approved Sampling and Analysis Plan (SAP). The most recent version of the approved SAP shall be kept at the facility.
- e. The Discharger shall calibrate and perform maintenance procedures on all monitoring instruments and equipment to ensure accuracy of measurements, or shall insure that both activities will be conducted. The calibration of any wastewater flow measuring device shall be recorded and maintained in the permanent log book described in 2.b, below.
- f. A grab sample is defined as an individual sample collected in fewer than 15 minutes.
- g. A composite sample is defined as a combination of no fewer than eight individual samples obtained over the specified sampling period at equal intervals. The volume of each individual sample shall be proportional to the discharge flow rate at the time of sampling. The sampling period shall equal

the discharge period, or 24 hours, whichever period is shorter.

2. OPERATIONAL REQUIREMENTS

a. Sample Results

Pursuant to California Water Code Section 13267(b), the Discharger shall maintain all sampling and analytical results including: strip charts; date, exact place, and time of sampling; date analyses were performed; sample collector's name; analyst's name; analytical techniques used; and results of all analyses. Such records shall be retained for a minimum of three years. This period of retention shall be extended during the course of any unresolved litigation regarding this discharge, or when requested by the Regional Board.

b. Operational Log

Pursuant to California Water Code Section 13267(b), an operation and maintenance log shall be maintained at the facility. All monitoring and reporting data shall be recorded in a permanent log book.

3. REPORTING

- a. For every item where the requirements are not met, the Discharger shall submit a statement of the actions undertaken or proposed which will bring the discharge into full compliance with requirements at the earliest time, and shall submit a timetable for correction.
- b. Pursuant to California Water Code Section 13267(b), all sampling and analytical results shall be made available to the Regional Board upon request. Results shall be retained for a minimum of three years. This period of retention shall be extended during the course of any unresolved litigation regarding this discharge, or when requested by the Regional Board.
- c. The Discharger shall provide a brief summary of any operational problems and maintenance activities to the Board with each monitoring report. Any modifications or additions to, or any major maintenance conducted on, or any major problems occurring to the wastewater conveyance system, treatment facilities, or disposal facilities shall be included in this summary.
- d. Monitoring reports shall be signed by:
 - i. In the case of a corporation, by a principal executive officer at least of the level of vice-president or his duly authorized representative, if such representative is responsible for the overall operation of the facility from which the discharge originates;
 - ii. In the case of a partnership, by a general partner;

- iii. In the case of a sole proprietorship, by the proprietor; or
 - iv. In the case of a municipal, state or other public facility, by either a principal executive officer, ranking elected official, or other duly authorized employee.
- e. Monitoring reports are to include the following:
- i. Name and telephone number of individual who can answer questions about the report.
 - ii. The Monitoring and Reporting Program Number.
 - iii. WDID Number.
- f. Modifications

This Monitoring and Reporting Program may be modified at the discretion of the Regional Board Executive Officer.

4. NONCOMPLIANCE

Under Section 13268 of the Water Code, any person failing or refusing to furnish technical or monitoring reports, or falsifying any information provided therein, is guilty of a misdemeanor and may be liable civilly in an amount of up to one thousand dollars (\$1,000) for each day of violation under Section 13268 of the Water Code.



017016.00

**SAMPLING AND ANALYSIS PLAN FOR
CALIFORNIA DEPARTMENT OF TRANSPORTATION (CDOT)
HONEY LAKE SAFETY ROADSIDE REST AREA (SRRA)
WASTEWATER TREATMENT AND DISPOSAL FACILITY (WTDF)
LASSEN COUNTY, CALIFORNIA**

May 25, 2017



Prepared for:

**California Department of Transportation District 2
1657 Riverside Drive
Redding, CA 96001**

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Appendix

Field Sampling Data Sheets

1.0 Introduction

This document represents the Sampling and Analysis Plan (SAP) for the California Department of Transportation (CDOT) Honey Lake Safety Roadside Rest Area (SRRA), Lassen County, California (**Figure 1**). This SAP document is in accordance with the current water-quality monitoring program established in Waste Discharge Requirements (WDR) *Order No. R6T-2016-0034*, dated June 2016, issued by the Lahontan Regional Water Quality Control Board (LRWQCB). The following elements of the SAP, as required by the new WDR, are presented herein:

1. Sample collection, sample locations, sampling equipment, and decontamination of sampling equipment;
2. Groundwater well purging methods and sample collection methods consistent with either the methods specified in section II.D of the WDR or consistent with the Guidance Manual for Groundwater Investigations, revised 2008, by CalEPA Department of Toxic Substances Control, or consistent with USEPA's Groundwater Sampling Guidelines for Superfund and RCRA Project Managers of 2002, or subsequent revision, or the Discharger may propose a different purging method for acceptance by the Water Board's Executive Officer;
3. Sample preservation and shipment;
4. Analytical methods and procedures to be used;
5. Chain-of-custody and control of samples;
6. Quality assurance/quality control (QA/QC) for sample collection
7. Frequency of calibration of any onsite equipment (e.g., pH meter, electrical conductivity meter, flow meter); and
8. Description of how onsite measurements are done.
9. The procedures for sampling and purging the shallow groundwater well, IW-1, which is deeper and constructed differently than the monitoring wells and was originally a drinking water well. The SAP will describe any differences in purging and sampling procedures between the different wells.

1.1 SITE DESCRIPTION

The Honey Lake SRRA (WDID No. 6A181412005) is located adjacent to U.S. Highway 395, approximately 0.5 miles west of Honey Lake, 7.7 miles north of Milford, and approximately 16 miles southeast of Susanville, in Lassen County, California. The site consists of a parking lot for cars and trucks, restrooms for travelers, landscaped areas for outdoor picnics, and pet walking. The restroom facilities and drinking fountains generate domestic wastewater that is treated and disposed of onsite. An onsite wastewater treatment and disposal system (OWTS) consists of 6,000-gallon urine tank, 1,700-gallon lift station, a 10,000-gallon septic tank, two 1,900-gallon

media tanks, an 8,000-gallon recirculation tank, a 3,600-square-foot above-ground recirculating sand filter, two anoxic wetlands, and 1,200 linear feet of subsurface leach field. Sludge from the septic tank will be periodically removed as needed based on sludge sensor readings. OWTS monitoring includes groundwater monitoring, pursuant to LRWQCB Board Order No. R6T-2016-0034, as described in this SAP.

The Honey Lake SRRA lies within the Honey Lake Valley, bounded on the west by the Sierra Nevada mountain range and to the north and west by volcanic areas of the Modoc Plateau and Cascade Range. Top soil and clay extend to a depth of 15 feet below grade, with sand from 15 feet to 33.5-41.5 feet below grade. Below the sand is decomposed granite and fractured granite from 33.5-41.5 feet to 90 feet below grade. The uppermost depth to groundwater at the site is about 26 feet below grade.

Figure 2 shows first quarter 2017 groundwater elevation contours for the uppermost groundwater zone, along with other site features.

1.1.1 GROUNDWATER QUALITY

During the initial monitoring event of January 2017 (before the new wastewater treatment and disposal system was put into operation), the following nitrate and bacteria concentrations were detected:

Parameter	W-1	W-2	W-3 (bkgd)	IW-1	Limit
Nitrate as N (mg/L)	14.9	8.69	4.49	8.26	10 ^A
Total Coliform (MPN/100ml)	<2	4	30	<2	1.1 ^B

- A. Primary or Secondary Maximum Contaminant Limit (MCL).
- B. Limit per WDR Order R6T-2016-0034

One of the downgradient wells (W-1) exceeded the Maximum Contaminant Level (MCL) for drinking water of 10 mg/L for nitrate as nitrogen (N). The other downgradient well (W-2) exceeded the WDR limit of 1.1 MPN/100 ml for total coliform bacteria, but the upgradient (background) well W-3 also exceeded the total coliform WDR limit, so the source of total coliform exceedance appeared to be upgradient of the Facility (or due to sample collection contamination). Fecal coliform was absent from all samples during this monitoring event.

Nitrate as N and total coliform exceeded groundwater limitations per WDR Order R6T-2016-0034. An exceedance of the MCL for nitrate indicates that groundwater is not useable for drinking, therefore, the beneficial use has been affected. There is evidence that the source of these exceedances are off-site (upgradient) influences and/or pre-existing conditions prior to the operation of the new onsite wastewater treatment and disposal system.

Statistical analysis will be performed using water-quality data from the monitoring points after sufficient water-quality data (eight or more data sets) is collected.

2.0 Groundwater Monitoring

This section describes the groundwater-monitoring network, analytical parameters, and sampling schedule for Honey Lake SRRA.

2.1 GROUNDWATER-MONITORING NETWORK

Figure 2 shows the groundwater-monitoring well locations and the previously existing irrigation well IW-1. The monitoring locations were chosen to capture the anticipated spatial variability in groundwater quality beneath the Facility. Three wells (one background well and two downgradient wells) were installed, per the LRWQCB and CDOT specifications:

- W-1 is located in the southern part of the facility, immediately downgradient of the septic tank, media tank, recirculation tank, and recirculating sand filter.
- W-2 is located in the southeastern part of the facility, immediately downgradient of the leach fields and wetlands areas.
- W-3 is located directly upgradient of the OWTS, in the northwestern part of the facility, to provide background water-quality data.

The groundwater-monitoring network for the SRRA is described below and summarized in **Table 1**.

Table 1 - Monitoring Points and Description

Item	W-1 Compliance	W-2 Compliance	W-3 Background	IW-1 Background
Top of casing elevation, feet MSL	4,102.74	4,094.80	4,109.29	Not surveyed
Total depth, feet below ground surface (bgs)	36 Refusal on granitic rock	33.5 Refusal on granitic rock	41.5 Refusal on granitic rock	60
Size of hole, inches	10	10	10	Unknown
Casing material	Sch. 80 PVC, 4"	Sch. 80 PVC, 4"	Sch. 80 PVC, 4"	Steel, 6"
Surface seal material and interval, feet bgs	Concrete; Neat Cement & Bentonite Grouts, 0 - 21	Concrete; Neat Cement & Bentonite Grouts, 0 - 18	Concrete; Neat Cement & Bentonite Grouts, 0 - 26	Unknown
Filter pack interval, feet bgs	21 - 36	18-33.5	26 - 41.5	Unknown
Screened interval, feet bgs	0.020" slot, 26-36	0.020" slot, 23.5-33.5	0.020" slot, 31.5-41.5	Unknown
Lithology	Silty to clean sand, silty clay layer at 7 to 11', overlying granitic rock	Silty sand, silt layer at 6.5 to 10', overlying granitic rock	Silty sand, overlying granitic rock	Assumed silty sand, overlying granitic rock
Initial Water Level, feet bgs	33	27	35	45

Irrigation well IW-1 is located upgradient of most of the site, and is completed to 60 feet below grade.

Per WDR *Order No. R6T-2016-0034*, three groundwater monitoring wells and one irrigation well are measured for water levels, field-tested, sampled, laboratory-analyzed, and reported on a quarterly basis.

2.1.1 WATER-LEVEL MONITORING

In addition to measuring water levels in the monitoring network, groundwater elevation data also will be obtained from monitoring wells W-1, W-2, and W-3. This information will be used for long-term monitoring of the potentiometric surface and groundwater flow direction in the water-bearing zones.

2.1.2 INSTALLATION OF NEW WELLS OR WELL DESTRUCTION

No new wells are currently anticipated. Approval of the locations and construction design of any new wells, along with any well destruction, will be obtained from LRWQCB, CDOT, and Lassen County Environmental Health before any action is taken.

2.2 MONITORING PARAMETERS

This section describes the required groundwater monitoring parameter list for Honey Lake SRRA. The parameter list is consistent with that contained in *WDR Order No. R6T-2016-0034*, and is summarized in **Table 2**. All laboratory analysis will be done by an Environmental Laboratory Accreditation Program (ELAP) certified laboratory. Documentation of ELAP certification will be provided in the laboratory reports.

2.2.1 LABORATORY MONITORING PARAMETERS

The quarterly monitoring parameters for the site are required by *WDR Order No. R6T-2016-0034*, and are listed in **Table 2**. These common water-quality parameters are used to assess water quality changes associated with wastewater treatment facilities. As discussed later, statistical analysis is proposed for a select group of the analytes.

2.2.2 FIELD PARAMETERS

The proposed field parameters, consistent with *WDR Order No. R6T-2016-0034*, include pH, electrical conductivity (EC), temperature, and dissolved oxygen (DO). The primary purpose of these parameters is to provide data during purging to ensure that representative samples are collected. The secondary purpose of these parameters is to provide additional information on general water quality.

2.2.3 PERIODIC RE-EVALUATION OF MONITORING PARAMETERS

The intent of the groundwater monitoring program is to establish a reliable list of parameters that will effectively identify a potential release from the facility, while minimizing the false positive error rate. To achieve this goal, the monitoring parameter list should include only those parameters that allow differentiation of wastewater effluent from background groundwater quality, taking into consideration the effects of dilution and attenuation.

As additional effluent and groundwater data are generated as a result of continued monitoring, the detection parameter list may be re-evaluated and updated, if appropriate. Evaluation of the detection monitoring parameters will be based on several performance factors including the following: (1) contrast between natural groundwater and effluent concentrations; (2) parameter persistence over time; (3) parameter detectability; and (4) parameter mobility through porous media. If additional parameters are needed, background concentrations will be determined, and the constituents will be added to the program upon approval from the LRWQCB. Conversely, if parameters included in the regular monitoring are not found in the site effluent during repeated sampling events, these parameters will be deleted from the monitoring program following LRWQCB approval.

Table 2
Groundwater-Quality Monitoring Parameters and Frequency

Constituent	Units	Sample Type	Minimum Sampling Frequency
Depth to groundwater	Feet	Measured	Quarterly
Groundwater elevation	Feet & 100 th MSL	Calculated	
Groundwater gradient	Feet/foot	Calculated	
Groundwater gradient direction	Degrees	Calculated	
Temperature	degrees C	Grab	
Specific Conductance	µmhos/cm	Grab	
Dissolved oxygen	mg/L	Grab	
pH	pH units	Grab	
Nitrate as N	mg/L	Grab	
Total Nitrogen ¹	mg/L	Grab	
Nitrite as N	mg/L	Grab	
Total Kjeldahl nitrogen (TKN)	mg/L	Grab	
Ammonia	mg/L	Grab	
Chloride	mg/L	Grab	
Total Coliform	MPN/100ml	Grab	

1. Total Nitrogen must be in terms of nitrate-nitrite, total Kjeldahl nitrogen (TKN), and ammonia.

2.3 GROUNDWATER MONITORING SCHEDULE

In accordance with *WDR Order No. R6T-2016-0034*, groundwater-quality monitoring will be conducted on a quarterly basis. Water levels in each well will be monitored quarterly beginning with the first quarter of 2017, and each quarterly sampling event will include the collection and analysis of one sample from each well (**Table 2**). The monitoring frequency will continue unless subsequently modified and approved by the LRWQCB.

3.0 Effluent Monitoring

3.1 EFFLUENT MONITORING AND FACILITY OBSERVATIONS

Effluent monitoring and facility observations will be conducted monthly, with monthly information presented in each quarterly report, including:

- Visual observations of the disposal area and determination if there is seepage or surfacing effluent from the disposal area.
- Visual observations of the entire wastewater treatment works for unauthorized discharges (e.g., system bypasses, leaks, and spills).
- Documenting urine tank storage available in gallons and percentage of total storage capacity.
- Recording total monthly flow and determining the daily average flow of wastewater disposed to the leach field for each month (in gallons) from the effluent flow meter shown on **Figure 2**.
- Monitoring the quality of effluent that discharges into the disposal area/leach fields, for the analytes shown in **Table 3**. The effluent will be sampled directly from the OWTS outlet structure (see **Figure 2**) using the sample bottles and laboratory analyze the following parameters in the discharge.

Table 3
Effluent-Quality Monitoring Parameters and Frequency

Parameters	Units	Frequency	Analyses
Total Nitrogen ¹	mg/L	Monthly	Laboratory
Nitrate-Nitrite as N	mg/L	Monthly	Laboratory
TKN	mg/L	Monthly	Laboratory
Ammonia	mg/L	Monthly	Laboratory
Biochemical Oxygen Demand (BOD)	mg/L	Monthly	Laboratory
Total Suspended Solids (TSS)	mg/L	Monthly	Laboratory

1= Total Nitrogen must be in terms of nitrate-nitrite, TKN, and ammonia.

Effluent monitoring will begin one month after the start of the OWTS operation. Initially, effluent monitoring will be conducted by the CDOT contractor or consultant.

4.0 Groundwater Data Evaluation

This section describes the methodology by which groundwater data will be evaluated for Honey Lake SRRA. This methodology represents a conservative approach to groundwater analysis and incorporates both statistical and other evaluation methodologies.

4.1 COMPARISON TO WDR LIMITS

WDR Order No. R6T-2016-0034 specifies that the following limits not be exceeded:

- Coliform bacteria, median concentration over a seven-day period not to exceed 1.1/100 milliliters,
- Groundwater classified as Municipal and Domestic Supply (MUN) should not exceed maximum contaminant levels (MCLs) or secondary MCLs.

4.2 INTRAWELL ANALYSIS

Intrawell statistical data evaluation methods are proposed for the uppermost water-bearing zone beneath the facility, consistent with existing procedures. Intrawell monitoring is generally preferable to interwell monitoring because it eliminates the spatial component of natural groundwater chemistry variability. This spatial component comprises a significant portion of the total variability that must be accounted for by the statistical methodology. Intrawell analysis does not require comparison with upgradient (background) monitoring wells because water chemistry of a well is compared to itself over time. However, upgradient well(s) are useful for detecting any potential offsite influences on the monitoring network.

The smallest number of detection monitoring parameters that provide a clear signal of a potential site impact should be the only parameters utilized in the statistical evaluation program. Reducing the list of monitoring constituents has a profound effect on the statistical power (*i.e.*, the ability to detect real contamination) of the groundwater monitoring program. As the number of constituents decrease, the size of the prediction limit or control chart limit necessary to provide the required site-wide false positive rate decreases, thereby directly decreasing the false negative rate.

4.3 STATISTICAL METHODOLOGY

The statistical approach presented in this Plan meets WDR Order No. R6T-2016-0034. Statistical analysis is done using the Mann-Kendall test for trend, a nonparametric method, which can illustrate improving water quality from implementing corrective actions. All monitoring parameters with sufficient quantified data shall be analyzed statistically.

The Mann-Kendall test is a test for whether concentrations tend to increase or decrease with time. The Mann-Kendall test is a variant of Kendall's tau test, a nonparametric, rank-based

procedure. Because the Mann-Kendall/Kendall's tau tests use ranks of data, not actual data values, these tests are resistant to the effects of non-normal data distribution and small numbers of unusual values (outliers), and can be used even when there are censored values (values less than the detection limit). These tests also measure both linear and nonlinear trends, as long as those trends are monotonic (e.g., x increases as y increases).

The Mann-Kendall test is conducted by first ordering the data pairs (date, concentration over time) sequentially by date. If a positive correlation exists (generally increasing trend), the concentrations will increase more often than they decrease. If a negative correlation exists (generally decreasing trend over time), the concentrations will decrease more often than increase. If there is no trend, concentrations will increase and decrease about equally over time.

The number of increases and decreases are counted by comparing each concentration to all successive concentrations. The test statistic is then computed by either the exact form (number of pairs < 10) or the large-sample approximation (number of pairs > 10):

Exact form

$$\tau = S / (n \times (n - 1) / 2)$$

where:
 S = Kendall's S statistic
 n = number of data pairs

where:
 S = $P - M$

where:
 P = # of increases
 M = # of decreases

Large-sample approximation

$$Z_S = \begin{cases} (S - 1) / \sigma_s, & \text{if } S > 0 \\ 0, & \text{if } S = 0 \\ (S + 1) / \sigma_s, & \text{if } S < 0 \end{cases}$$

where:
 S = $P - M$ (as above)
 $\sigma_s = \sqrt{(n/18) \times (n-1) \times (2n+5)}$

For the exact form of the test, τ is compared to the probability, based on n and S, of no trend (e.g., $\tau = 0$).¹ If τ is further from 0 than expected, the conclusion is that there is a trend. The direction of that trend is indicated by S; a positive S indicates an increasing trend, a negative S indicates a decreasing trend.

For the large-sample approximation, $|Z_S|$ is compared to a critical value, Z_{crit} , where Z_{crit} is the value of the standard normal distribution for $|Z_S|$ with a probability of exceedence $\alpha/2$. If $|Z_S| > Z_{crit}$, a positive correlation (trend) is indicated.

¹ Helsel, D. R. and Hirsch, R. M., 1992, *Statistical Methods in Water Resources*, Appendix B, Table B, Elsevier.

4.3.1 INORGANIC PARAMETERS

The inorganic parameters included in the statistical evaluation program for groundwater include chloride, EC, total nitrogen (in terms of nitrate-nitrite, total Kjeldahl nitrogen, and ammonia), nitrate as nitrogen, and pH.

Concentration limits are recalculated using parametric or non-parametric intrawell tolerance limits and the water-quality data set from January 2017 through the present. The current analytical results are then compared to the calculated concentration limits for well W-3. Calculation of intrawell concentration limits uses each individual well's historic data set. The use of intrawell concentration limits in detecting changes in water quality is more appropriate than using downgradient-to-background concentration-limit comparisons for Honey Lake SRRA because there is documented spatial variability in groundwater quality beneath the site, and non-landfill influences such as the nearby airport and roadways may have affected groundwater quality in the vicinity. Spatial variability in groundwater quality precludes the use of "background" concentration limits in assessing groundwater impacts because the underlying assumption for that method is that all data are from the same population, which may not be the case here.

Water quality concentration limits for well W-3 will be calculated when sufficient historic data (8 to 10 events) is available (to date the wells have been sampled one time).

4.4 STATISTICAL ANALYSIS

As stated previously, the statistical analysis methodology for these parameters is based on the Mann-Kendall test for trend. Additionally, time vs. concentration graphs provide a visual tool for detecting trends.

4.5 DETECTION VERIFICATION PROCEDURE

Once groundwater analysis results have been collected, checked for QA/QC consistency and determined to be above the appropriate statistical level, the results must be verified in accordance with the *Guidance Manual for Groundwater Investigations*, revised 2008, by CalEPA Department of Toxic Substances Control, or consistent with USEPA's *Groundwater Sampling Guidelines for Superfund and RCRA Project Managers*, 2002, or subsequent revisions.

5.0 Sampling Plan

Proper sampling procedures are a critical component of an effective monitoring program. All environmental quality sampling at the site will be accomplished by personnel trained in proper sampling protocol. This plan presents site-specific methods to be used to sample groundwater and leachate liquids. Protocols and methods described in this plan are generally consistent with

those recommended by the American Society for Testing and Materials (ASTM) water quality sampling standards.

5.1 MONITORING POINT INSPECTION

Before each monitoring well is sampled, the condition of the well being sampled and its surroundings will be examined and noted on the Field Sampling Data Sheet (FSDS). This information includes the condition of the well identification, security casing, concrete footing, evidence of tampering, and signs of surface contamination. If a damaged well is discovered in the field, the monitoring technician will notify LRWQCB promptly.

5.2 GROUNDWATER ELEVATION MEASUREMENTS

Before purging and sampling, the depth to groundwater will be measured using an electronic sounder in all accessible network wells using the following procedure:

- The protective cover installed over the monitoring well will be unlocked and the well cap removed.
- The water-level indicator will be decontaminated before its use in each well to reduce the potential for cross-contamination.
- Water level will be measured with an electronic sounder.
- Water levels will be recorded on the field sampling data sheet (FSDS) to the nearest 0.01 foot.
- The date (month, day, and year) and time (24-hour clock) of each measurement will be recorded.

The depth to groundwater data will be used to compute groundwater elevations, flow directions, gradients, and velocities.

5.3 FIELD METER OPERATIONS

Field meters will be used to measure water quality parameters during sample collection. Field meters will be used routinely to measure pH, specific EC, DO, and temperature. The sampler must have backup meters available in the event that the primary meter malfunctions. The sampler must maintain and calibrate the meters at recommended frequencies and maintain a logbook or other acceptable documentation that records the maintenance and calibration on each meter.

During well purging and sample collection, water quality measurements will be taken using field meters as described above. Measurements will be recorded to the following standards: pH to ± 0.1 units, conductivity to ± 1 microsiemens per centimeter ($\mu\text{S}/\text{cm}$), and temperature to $\pm 1^\circ\text{C}$. The field meters will be operated consistent with the manufacturers' recommendations. The manufacturers' instrument manuals will be available for reference during sampling.

Instruments will be calibrated daily to a known standard before they are used, and they will be checked again at the end of the day. Calibration standards will be prepared according to the instrument manufacturer's specifications. Calibration procedures, dates, and times will be recorded in the field.

5.4 GROUNDWATER SAMPLING METHODS AND PROCEDURES

Groundwater sampling will be performed using dedicated 12-volt electric submersible PVC pumps installed at monitoring wells W-1, W-2, and W-3 and the dedicated stainless steel electrical submersible pump installed in IW-1. Field temperature, pH, and EC measurements are taken at the start of purging and continued at evenly-spaced intervals until the measurements stabilize to +/- ten percent of successive measurements and at least one well volume has been removed. Once stabilization and at least one well volume purge is achieved, the wells are allowed to recover before the sample is collected (first-quarter 2017 recovery was less than five minutes). Upon recovery, samples are collected directly from the pump discharge while maintaining the same discharge rate as the purge rate. Field parameters, depth to water, and purge volume will be recorded on the FSDS (included in **Appendix**).

After the water-quality field parameters have stabilized, groundwater samples will be collected directly from the discharge pump, using laboratory-supplied sample bottles. Disposable nitrile gloves shall be used (and replaced as needed) to prevent personal injury/exposure, and prevent cross-contamination of the groundwater samples. When obtaining water samples from the discharge tubing:

- Do not touch the inside of sample bottle's lid or the inside of the container.
- Do not allow the end of the discharge tube (or any other foreign objects) to touch the lid or the inside of the container.
- Beware of corrosive chemicals (acids and bases) contained in the sample bottles; use disposable nitrile gloves and safety glasses at all times.

5.5 FIELD-FILTERING

Filtering water samples for dissolved constituent analysis is not currently needed for the Site's monitoring parameters. However, if field-filtering becomes necessary, it will be performed using 0.45-micron-membrane disposable pressure filters to filter samples. The filters will be attached directly to the pump or bailer discharge point. The sample will be pressured through the filter and directed into the appropriate containers. Filters will be used only once.

5.6 EFFLUENT SAMPLING PROCEDURES

Effluent sampling equipment will be disposable, polyethylene bailers and rope. Before sample collection, a description of the sample (including color, clarity, foaming, and any other physical characteristic) shall also be recorded on a FSDS. Liquid effluent samples, if present, shall be

collected directly from the effluent sump. Use disposable gloves and safety glasses to avoid contact with the leachate and any corrosive preservatives contained in the sample bottles.

The effluent flow meter will be calibrated to manufacturer's recommended frequency and procedures, and calibration will be documented on the FSDS.

5.7 EQUIPMENT CLEANING AND DECONTAMINATION

If dedicated sampling equipment is removed, and non-dedicated, non-disposable equipment is substituted to collect groundwater and/or effluent samples, it must be decontaminated using the procedures below. All non-dedicated, non-disposable groundwater sampling equipment and newly installed pumps will be decontaminated in the following sequence before samples are collected at any monitoring well or leachate sampling location:

- Rinse with tap or distilled water.
- Wash with nonphosphatic detergent consisting of a dilute mixture of Liquinox (or its equivalent) and tap or distilled water.
- Rinse with distilled water.

5.8 SAMPLE HANDLING AND PRESERVATION

The sample containers will be prepared and provided by the analytical laboratory. The sample containers will be labeled showing the sample-location ID, date and time of sampling, sampler initials, and the analysis required. Samples must be properly and carefully handled to ensure that they are representative of the sampled media.

Samples will be preserved consistent with the laboratory procedures. The type and size of container used for each analysis and the type of preservative added, if any, will be recorded on the FSDS. Currently, all samples are routinely sent to California licensed environmental testing laboratories, for analysis. The laboratories may provide bottles pre-preserved with hydrochloric acid (HCl), nitric acid (HNO₃), and sulfuric acid (H₂SO₄).

In most cases, the preservative should adequately adjust the pH of the sample and no further action is required in the field. As part of protocol, the laboratories verify that the sample pH meets QC criteria when the samples are received and before they are logged in. If the pH is not correct, the laboratories add additional preservative. This has no effect on the validity of the sample analysis. The laboratories record the additional amount of preservative, the manufacturer of the preservative, and the lot number.

5.9 SAMPLE STORAGE AND SHIPPING

Before packing the sample bottles into the shipment coolers, the sampler must record the sample designations in the appropriate place on the FSDS and chain-of-custody form. Sample containers

should be placed in an iced cooler (approximately 4°C) immediately after sample collection. Sample containers must be kept closed, maintained under custody, and cooled until the sample is analyzed. Recommended holding times from when samples are collected until sample analysis should not be exceeded.

To comply with packaging regulations and to take practical measures to prevent damaging samples, the sampling personnel will follow packaging and shipping instructions supplied by the certified testing laboratory. Containers typically are delivered to the laboratory by sampling personnel. Each container will have a unique tracking number.

The chain of custody form for the samples in the container will be placed inside the cooler. On receipt, the laboratory will note on the chain of custody form the temperature of the samples and any evidence of damage or tampering.

5.10 SAMPLING DOCUMENTATION

It is essential that all sampling activities be documented on a FSDS. Entries should be made in indelible ink and changed by crossing out the entry with a single line and initialing it. The data recorded on a FSDS depends on the sampling activity being performed and will include some or all of the following:

- Facility name;
- Date;
- Sampler's name and signature;
- Sample type;
- Sample identification;
- Weather (ambient temperature, wind condition, etc.);
- Field instrument calibration;
- Field measurements (water level, pH, conductivity, temperature, and DO);
- Field calculations (such as well purge volumes);
- Number, volume, and type of sample containers;
- Condition of the sample location (monitor well, riser pipe, etc.); and
- Any unusual conditions that may affect samples or any deviations from the normal sampling protocol.

To help maintain the integrity of the samples, strict chain of custody procedures will be implemented. These procedures will help ensure that tampering of samples does not occur. The chain of custody form is a manifest of the sample containers and describes the analyses to be performed on the samples in each container. All sample containers will be clearly and unambiguously labeled and chain of custody forms will be completed before the end of each sampling day. A written record of the sample bottle possession and any transfer of the samples must be maintained and documented on the chain of custody record. The chain of custody forms

will be sent with the samples to the laboratory. Copies of FSDSs, chain of custody forms, and air bills or shipping manifests will be retained in the site files.

6.0 Laboratory Analysis Plan

This section describes the procedures for completing successful laboratory analyses of the samples that are collected from the site.

6.1 PROGRAM QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES

Trip blanks, blind duplicates, equipment blanks, and field blanks provide quality assurance/quality control measures for the monitoring program. Blanks and duplicates are used to detect contamination that may be introduced in the field (either atmospheric or from sampling equipment), in transit (to or from the sampling site), or in the bottle preparation, sample log-in, or sample storage stages at the laboratory. Blanks and duplicates are not proposed for this monitoring program because only dedicated or disposable sampling equipment will be used at this site and the monitoring program consists of analytes not usually affected by outside contamination.

6.1.1 TRIP BLANKS

Trip blanks are used during the analytical process to detect any laboratory-introduced contamination that may occur during analysis, and are most commonly used when monitoring for volatile organic compounds.

Trip blanks are samples of organic-free water (*e.g.*, deionized) prepared at the laboratory. One trip blank is kept with each set of sample bottles while in transit to the site, during sampling, and during the return trip to the laboratory. Trip blank sample bottles must not be opened at any time during this process. Upon return to the laboratory, the trip blank will be analyzed using the same procedures and methods that are used for the collected field samples.

Trip blank results will be reported in the laboratory results as separate samples, using the designation TB-(date) as their sample point designation.

6.1.2 BLIND DUPLICATE

Blind duplicate samples are collected immediately following collection of the primary sample to check the consistency of the analytical results.

6.1.3 EQUIPMENT BLANKS

Equipment blank samples are collected from rinsing a disposable bailer with laboratory supplied deionized water. Equipment blank samples are collected to insure the equipment is not contaminating the sample and thus giving false detections.

6.1.4 FIELD BLANKS

Field blank samples are prepared on site using laboratory supplied certified deionized water. Field blank samples are used to assess whether or not atmospheric conditions may be contaminating samples.

6.2 LABORATORY QUALITY CONTROL PROCEDURES

The quality assurance program for each analytical laboratory is described in their Quality Assurance Program Plan (QAPP), which is available from the laboratory upon request. The QAPP describes mechanisms the laboratory employs to ensure that all data reported meets or exceeds all applicable USEPA and State requirements. It describes the laboratory's experience, its organizational structure, and procedures in place to ensure quality of the analytical data. The QAPP outlines the sampling, analysis, and reporting procedures used by the laboratory. The laboratory is responsible for the implementation of and adherence to the quality assurance and quality control requirements outlined in the QAPP.

Audits are an important component of the quality assurance program at the laboratory. Internal system and performance audits are conducted by the laboratory periodically to ensure adherence to the QAPP by all departments. External audits are conducted by accrediting agencies or states. These reports are transmitted to department managers for review and response. Corrective measures must be taken for any finding or deficiency found in an internal or external audit.

Data Quality Reviews (DQRs), or equivalent, are requests submitted to the laboratory to formally review results that differ from historical results, or that exceed certain permit requirements or quality control criteria. The laboratory prepares a formal written response to each DQR explaining the discrepancy. The DQR is the first line of investigation following any anomalous result.

6.3 ANALYTICAL METHODOLOGIES

The analytical methodologies to be used by the laboratory for all parameters in the monitoring program will be an approved EPA or Standard Methods and will be selected by the laboratory to meet the sampling objectives.

7.0 Data Quality Review, Reporting and Recordkeeping

Prior to the submittal of a monitoring report to the LRWQCB, several data evaluation, reporting, and recordkeeping tasks will be implemented. The following sections describe the evaluation, reporting, and recordkeeping procedures that are followed upon receipt of the analytical report.

7.1 DATA QUALITY REVIEW

Each analytical report received from the laboratory will undergo two levels of quality assessment. These quality assessment procedures are described below.

7.1.1 INITIAL QA/QC CHECKS

Before the data are subjected to statistical analysis, personnel in charge of groundwater monitoring reporting will evaluate the data by examining the quality control information accompanying the data report from the laboratory. Relevant quality control data include measures of accuracy (percent recovery), precision (relative percent difference [RPD]), and sample contamination (blank determinations). Data that fail any of these checks will be flagged for closer evaluation and a DQR. Results of the DQR will be submitted with the analytical data in the routine monitoring report. A brief summary of these relevant quality control data follows. A more complete description is contained in the laboratory Quality Assurance Program Plan.

Accuracy defines the relation between the laboratory's measurement of a sample's concentration and the "true", but unknown, concentration of the sample. Because the "true" concentration is unknown, accuracy must be measured indirectly by determining the percent recovery of a sample called the matrix spike (MS). The MS is analyzed under the same conditions as the groundwater sample and its concentration is determined. Because the MS has a known concentration, its percent recovery can be calculated. It is assumed that the groundwater sample behaves exactly like the MS and thus the "true" concentration of the submitted groundwater sample can be back-calculated. Control criteria for percent recovery are taken from regulatory method requirements.

Precision is the assessment of the variability that can be expected in data that result from the analytical procedures employed. It provides a measure of the reproducibility that is estimated through duplicate measurements of a matrix spike. Two matrix spike samples are prepared as described above; a MS and a matrix spike duplicate (MSD). Both spikes are analyzed along with the unknown sample and the "relative percent difference" (RPD) between the two spikes is determined. Control criteria for RPD are taken from regulatory method requirements.

The potential for sample contamination is assessed by measurements of "blank" samples. Blanks are samples of ultra-pure laboratory water that are not spiked with any analytes and are carried through the field sampling and laboratory environments. These samples are known as "field," "lab," and "equipment" blanks. It is assumed that any analytes that occur in the field or laboratory that might add to the concentration of the analyte in the sample will be picked up by the blank samples and measured. If any of the analytes of interest are found in the blank samples, it is an indication of potential contamination of the unknown sample.

7.1.2 QUALITATIVE DATA EVALUATION

Following the initial QA/QC checks, all data should undergo a second level of review by graphing historical time trends and comparing new results with these historical trends to flag visual outliers or other anomalous data. If a clearly anomalous result is found, a DQR will be initiated with the laboratory to ascertain if laboratory error is involved. In addition, field information will be checked for anomalous occurrences or observations that might help to explain an outlier result.

7.2 DATA REPORTING REQUIREMENTS

Monitoring data will be submitted to the designated representative of the LRWQCB in a written quarterly report that summarizes all detection monitoring activities that took place during the preceding three months, and an annual report summarizing monitoring activities for the preceding year. This year-end report will include graphs of all analytical data from each monitoring point and background monitoring point, as required, except for those constituents for which no new data were collected since the previous graph submittal. **Table 4** presents the reporting schedule.

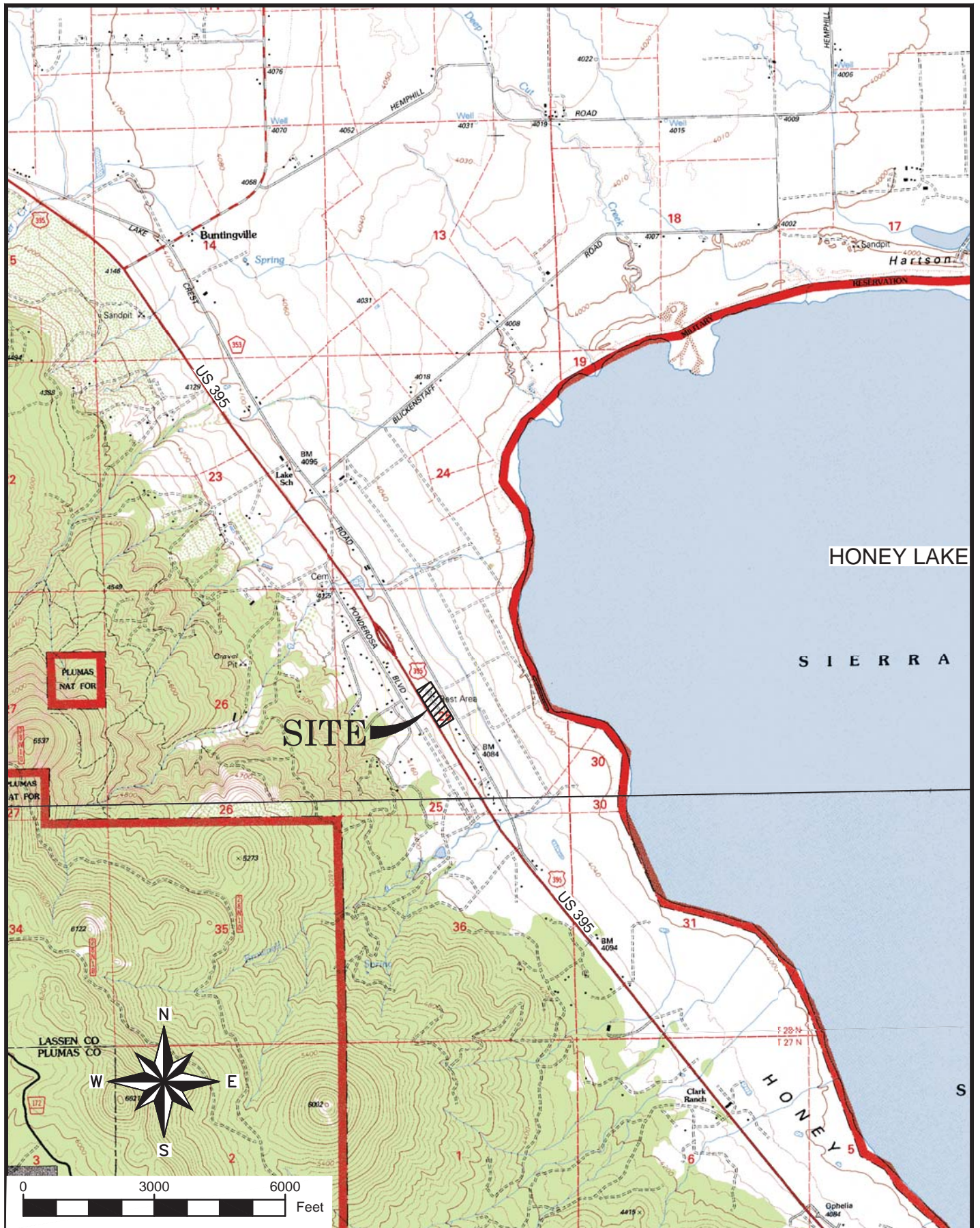
Table 4
Reporting Schedule

Reporting Period	Monitoring Period	Due Date
1st Quarter	Jan 1 - Mar 31	May 1
2nd Quarter	Apr 1 - Jun 30	Aug 1
3rd Quarter	Jul 1 - Sep 30	Nov 1
4th Quarter	Oct 1 - Dec 31	Feb 1
Annual (combined w/ 4 th Quarter)	Jan 1 - Dec 31	Feb 1*

* Submittal date for annual report will be moved up from February 15 to February 1 so 4th quarter and annual reports can be combined into one report.

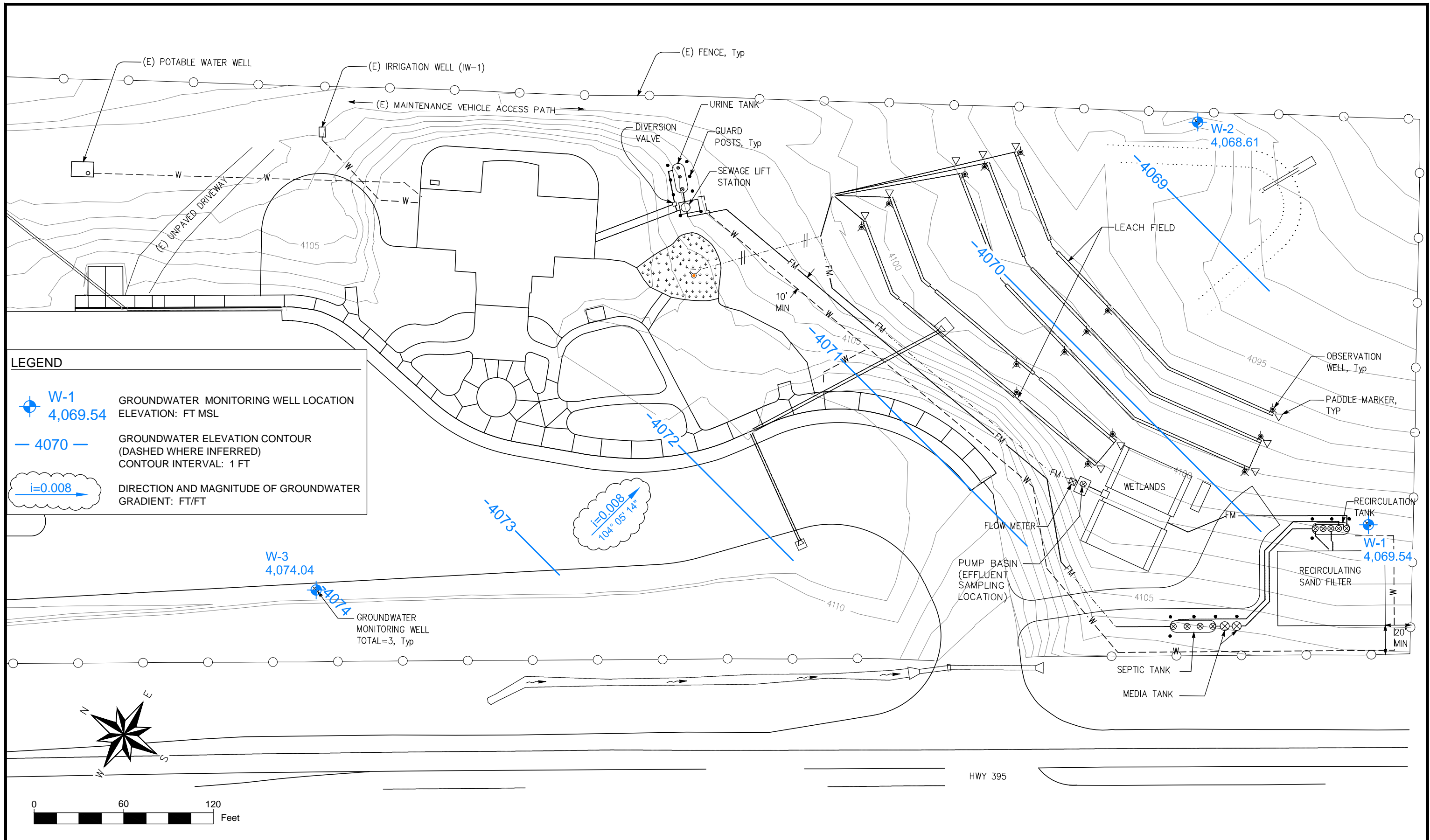
7.3 DATA RECORDKEEPING REQUIREMENTS

The laboratory maintains all analytical data indefinitely. The laboratory ensures that, at each stage of a process where a permanent data record is required, security measures are in place to guarantee the integrity of the data. Standard Operating Procedures are in place for computer security, computer data storage, and back-up.



SITE LOCATION MAP
 ADAPTED FROM U.S.G.S. 7.5-MINUTE
 TOPOGRAPHIC QUADRANGLE: STANDISH AND
 STONY RIDGE, CALIFORNIA

PROJECT NAME: HONEY LAKE SRRA	PROJECT NO: 017016.00	DATE: 4/17/2017
CLIENT: CDOT	DRAWN BY: J. BEERS	FIGURE 1
SCALE: 1" = 3000'	CHECKED BY: B. GARTNER	



SITE FEATURES AND GROUNDWATER ELEVATIONS
JANUARY 19, 2017

HONEY LAKE SRRA
CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROJECT NO: 017016.00	SCALE: 1" = 60'
DRAWN BY: J. BEERS	DATE: 5/23/2017
CHECKED BY: B. GARTNER	FIGURE 2

APPENDIX
Field Sampling Data Sheets

**Honey Lake SRRA
Monitoring Well Purge And Sample Sheet**

Personnel:	Well No: W-1	Date:
------------	---------------------	-------

Water Level Measuring Method:		Reference Point Elevation: 4,102.74 FT MSL							
WELL PURGE VOLUME CALCULATION	Total Depth (feet)	Depth to Water (feet)	Water Column (feet)	Multiplier for Casing Diameter				Casing Volume (gal)	Total Purge Volume (gal)
	-	=	×	=	×3				
	38				1"	2"	4"	6"	
				0.04	0.16	0.64	1.44		

Purge Method:		Purge Depth:					
Time							
Volume (gal)							
Rate (gpm)							
Casing Volumes							
Dewatered? (Y/N)							
pH (units)							
Temperature (C)							
EC (µmhos)							
DO (mg/L)							
Odor (Y/N)							
Comments/Observations:							

Total Purge Volume: _____ (gal) Disposal: _____

Weather Conditions: _____

Condition of Well Box and Casing at Time of Sampling: _____

Well Head Conditions Requiring Correction: _____

Problems Encountered During Purging and Sampling: _____

Comments and Landfill Cover Conditions: _____

**Honey Lake SRRA
Monitoring Well Purge And Sample Sheet**

Personnel:	Well No: W-2	Date:
------------	---------------------	-------

Water Level Measuring Method:		Reference Point Elevation: 4,094.80 FT MSL									
WELL PURGE VOLUME CALCULATION	Total Depth (feet)	-	Depth to Water (feet)	=	Water Column (feet)	×	Multiplier for Casing Diameter	=	Casing Volume (gal)	×3	Total Purge Volume (gal)
	35						1" 2" 4" 6"				
							0.04 0.16 0.64 1.44				

Purge Method:	Purge Depth:						
Time							
Volume (gal)							
Rate (gpm)							
Casing Volumes							
Dewatered? (Y/N)							
pH (units)							
Temperature (C)							
EC (µmhos)							
DO (mg/L)							
Odor (Y/N)							
Comments/Observations:							

Total Purge Volume: _____ (gal)	Disposal: _____
Weather Conditions: _____	
Condition of Well Box and Casing at Time of Sampling: _____	
Well Head Conditions Requiring Correction: _____	
Problems Encountered During Purging and Sampling: _____	
Comments and Landfill Cover Conditions: _____	

**Honey Lake SRRA
Monitoring Well Purge And Sample Sheet**

Personnel:	Well No: W-3	Date:
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Water Level Measuring Method:		Reference Point Elevation: 4,109.29FT MSL										
WELL PURGE VOLUME CALCULATION	Total Depth (feet)	-	Depth to Water (feet)	=	Water Column (feet)	×	Multiplier for Casing Diameter		=	Casing Volume (gal)	×3	Total Purge Volume (gal)
	41						1"	2"	4"	6"		
							0.04	0.16	0.64	1.44		

Purge Method:		Purge Depth:					
Time							
Volume (gal)							
Rate (gpm)							
Casing Volumes							
Dewatered? (Y/N)							
pH (units)							
Temperature (C)							
EC (µmhos)							
DO (mg/L)							
Odor (Y/N)							
Comments/Observations:							

Total Purge Volume: _____ (gal) Disposal: _____

Weather Conditions: _____

Condition of Well Box and Casing at Time of Sampling: _____

Well Head Conditions Requiring Correction: _____

Problems Encountered During Purging and Sampling: _____

Comments and Landfill Cover Conditions: _____

**Honey Lake SRRA
Monitoring Well Purge And Sample Sheet**

Personnel:	Well No: IW-1	Date:
------------	----------------------	-------

Water Level Measuring Method:		Reference Point Elevation: unknown FT MSL										
WELL PURGE VOLUME CALCULATION	Total Depth (feet)	-	Depth to Water (feet)	=	Water Column (feet)	×	Multiplier for Casing Diameter		=	Casing Volume (gal)	×3	Total Purge Volume (gal)
	60						1"	2"	4"	6"		
							0.04	0.1 6	0.64	1.44		

Purge Method:	Purge Depth:					
Time						
Volume (gal)						
Rate (gpm)						
Casing Volumes						
Dewatered? (Y/N)						
pH (units)						
Temperature (C)						
EC (µmhos)						
DO (mg/L)						
Odor (Y/N)						
Comments/Observations:						

Total Purge Volume: _____ (gal)	Disposal: _____
Weather Conditions: _____	
Condition of Well Box and Casing at Time of Sampling: _____	
Well Head Conditions Requiring Correction: _____	
Problems Encountered During Purging and Sampling: _____	
Comments and Landfill Cover Conditions: _____	

**Honey Lake SRRA
Monthly Observations Sheet**

Personnel:	Date:
------------	-------

Action	Observation
Visually observe the disposal area and determine if there is seepage or surfacing effluent from the disposal area.	Seepage Noted: _____ (Y or N) Location if noted: _____ Surfacing Effluent Noted: _____ (Y or N) Location if noted: _____
Visually observe the entire wastewater treatment works for unauthorized discharges (e.g., system bypasses, leaks, and spills).	Unauthorized discharge noted? _____ (Y or N) Type and location of discharge: _____
Document urine tank storage available in gallons and percentage of total storage capacity.	Urine Tank Storage Available: Gallons: _____ % of total storage capacity: _____
Record total monthly flow and determining the daily average flow of wastewater disposed to the leach field for each month (in gallons).	Monthly Wastewater Total Flow: _____ Average Wastewater Daily Flow: _____
Visually observe effluent appearance	Color: _____ (Y or N) Clarity: _____ (Clear, cloudy) Foaming: _____ (Y or N) Other physical characteristics: _____ _____

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

02A1761

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

Northstate Earth and Water Inc.

2. The term of this Agreement is:

START DATE

01/07/2019 or upon Caltrans approval, whichever is later

THROUGH END DATE

12/19/2020

3. The maximum amount of this Agreement is:

\$71,200.00

Seventy-One Thousand Two Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 04/2017)	
Exhibit D	Special Terms and Conditions	3
Exhibit E	Additional Provisions	3
Attachment 1	Bid Proposal	1
Attachment 2	Maintenance and Operational Checklist	27
Attachment 3	List of Compliance Managers by District/Region	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Northstate Earth and Water Inc.

CONTRACTOR BUSINESS ADDRESS

PO Box 494130

CITY

Redding

STATE

CA

ZIP

96049

PRINTED NAME OF PERSON SIGNING

Georgetta Fitzgerald

TITLE

Sec/Tesr

CONTRACTOR AUTHORIZED SIGNATURE

Georgetta Fitzgerald

DATE SIGNED

1/4/19

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

02A1761

PURCHASING AUTHORITY NUMBER (if applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Lindy K Wilson

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

[Handwritten Signature]

DATE SIGNED

1-4-19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

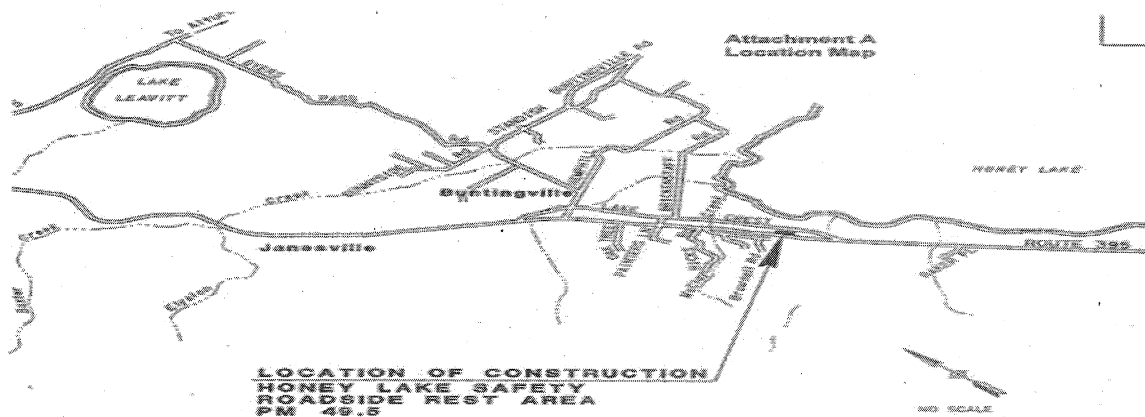
EXEMPTION, IF APPLICABLE

Exemption Letter 13.0

EXHIBIT A
Commercial Services (State)

SCOPE OF WORK

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) to provide routine operations and maintenance of the Onsite Wastewater Treatment System (OWTS) at the Caltrans Honey Lake Safety Roadside Rest Area as described herein:
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed at the Caltrans Honey Lake Safety Roadside Rest Area is located at the State Highway 395, Post Mile 49.6 (North Bound).



4. This Agreement will commence on **01/07/2019** or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **12/19/2020**. The services shall be provided during normal working hours, Monday through Friday, except State holidays. The parties may amend this Agreement as permitted by law.
5. This Agreement cites specific portions of the most current version of the Caltrans' 2018 Standard Specifications and the revised 2018 Standard Specifications (herein collectively referred to as the "Standard Specifications"). The Standard Specifications can be accessed via the Internet at: http://www.dot.ca.gov/hq/esc/oe/construction_standards.html. Only the sections of the Standard Specifications cited in this Agreement are requirements and are hereby incorporated by this reference as if attached to this Agreement. All other portions of the Standards Specification are not applicable to this Agreement.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

EXHIBIT A
Commercial Services (State)

Department of Transportation (Caltrans)		Contractor: Northstate Earth and Water Inc.	
Section/Unit: 02/ Maintenance		Project Manager: Michael Fitzgerald	
Contract Manager: Thomas March			
Address: 1657 Riverside Drive Redding, CA 96001		Address: PO Box 494130 Redding, CA 96049	
Business Phone Number: (530) 225-2460	Facsimile Number: (530) 225-3435	Business Phone Number: (530) 351-3604	Facsimile Number: (530) 224-7724
Email: Thomas.march@dot.ca.gov		Email: mike@northstateew.com	

7. Description of Work

- A. Contractor agrees to provide to the Department of Transportation (Caltrans) all the labor, tools, materials, supplies, parts, equipment and incidentals necessary for the monthly maintenance of the Wastewater Treatment System Services. To summarize, monthly maintenance consists of recording various operational parameters (pump volts, amps, flow meter totals, set points, etc) from the waste water treatment control cabinet (WWTCC) and the sewer lift station control cabinet (SLSCC) as well as resetting various parameters within the control panels (pump run times, number of pump starts, etc.). The contractor will also record observations of the various elements of the waste water treatment system (evidence of leaks, odors, etc). The contractor will also be required to perform the monthly, quarterly and yearly waste water treatment system maintenance service that is required to maintain the system in good operation and repair, including without limitation exercising ball valves, pulling weeds, adjusting water levels, cleaning filters and pump intake screens, simulating water levels and verifying proper pump operation, checking float operation, measuring recirculating sand filter (RSF) squirt height, flushing and brushing RSF distribution laterals, checking sludge and scum thicknesses, and measuring leach field water levels. **Attachment 2** contains a checklist detailing system features and lists all necessary activities to be performed and operational parameters to be recorded and submitted.
- B. Licensing and permits: The Contractor shall obtain and maintain such licenses and permits, if any, as are required to perform the services described in this Agreement.
- C. Completion of work. The Contractor shall submit the results of completed monthly operational checklists, **(including any recordings specified in the checklists), and the results shall be reported to Caltrans no later than by the tenth (10th) day of the following month.**
- D. No area is available within the Agreement limits for the exclusive use of the Contractor. The Contractor shall arrange with the Caltrans Contract Manager or designee, for an area to store equipment, and materials within the work area.

EXHIBIT A
Commercial Services (State)

- E. Due care shall be exercised by the Contractor to avoid damage, or breakage, to the existing facilities. Any property damaged by the Contractor shall be repaired or replaced at the Contractor's sole expense and to the satisfaction of the Caltrans Contract Manager or designee.

- F. Upon completion of the work after each service testing, the Contractor shall leave the premises in a neat and presentable condition. All spills, smudges, etc. shall be cleaned. All unwanted materials shall be properly disposed in a lawful matter.

EXHIBIT B
Commercial Services - State

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor in accordance with the Proposal, **Attachment 1** and this **Exhibit B**. Incomplete or disputed invoice(s) shall be returned to the Contractor, unpaid, for correction.

B. Invoice(s) shall be itemized in accordance with **Proposed Form of Agreement, Attachment 1**, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.

C. Each invoice shall include:

1. Agreement Number
2. Dates of Service
3. Location of Service
4. Type of Service
5. Description of Service
6. Hourly Rates
7. Types of Test/Inspection Performed

D. Each invoice shall be submitted in triplicate to:

Department of Transportation
D02/Maintenance
Attention: Thomas March
1657 Riverside Drive
Redding, CA 96001

E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.

2. Budget Contingency Clause

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

EXHIBIT B

Commercial Services - State

- C. It is mutually agreed that if the Congress or the California State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code (GC), Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. Caltrans has the option to terminate the Agreement under the thirty (30) day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to **Exhibit D, 2. B. Termination.**

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in California Government Code (GC) Chapter 4.5, commencing with § 927.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed **\$71,200.00**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or its designee up to the total amount set forth in **section 4A, above**.

5. Rates

Rates for these services may be found on **Attachment 1** of this document.

6. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

7. Cost Principles

- A. The Contractor agrees that the Cost Principles and Procedures in 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200 are subject to repayment by Contractor to Caltrans.

EXHIBIT B
Commercial Services - State

8. Costs Included in Bid Rates

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

9. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by its Subcontractors.
 - 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code (LC) and as defined in Section 16000 of Title 8 of the California Code of Regulations, 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 journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a) The information contained in the payroll record is true and correct.
 - b) The employer has complied with the requirements of LABOR CODE Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
 - 2) The payroll records enumerated under **paragraph 1 above**, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at the Contractor's principal office. Certified payrolls shall be made available as follows:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b) A certified copy of all payroll records enumerated in **paragraph 1 above**, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the of Industrial Relations. Certified payrolls submitted to Caltrans, the

EXHIBIT B
Commercial Services - State

Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.

- c) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
 - d) Each Contractor shall submit a certified copy of the records enumerated in paragraph 1 above, to the entity that requested the records within ten (10) days after receipt of a written request.
 - e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
 - f) The Contractor shall inform Caltrans of the location of the records enumerated under paragraph 1 above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - g) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph 1 above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, it shall, as a penalty to Caltrans, forfeit one hundred (\$100) dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in **paragraph 6 above**, for noncompliance with the provisions of said LABOR CODE Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

EXHIBIT B
Commercial Services - State

- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.

10. Penalty

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code (LC) Sections 1774 and 1775. In accordance with said LABOR CODE Section 1775, the Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred (\$200) dollars for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by him or her, or by any Subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusive.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
 - 1) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

EXHIBIT B
Commercial Services - State

- 2) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - 3) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to LABOR CODE Section 1813.
- D. Pursuant to LABOR CODE Section 1775, Caltrans shall notify the Contractor on a public works project within fifteen (15) days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

11. State General Prevailing Wage Rates

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to LABOR CODE Section 1771.5, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1) More than \$25,000 for public works construction or,
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.

12. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with Caltrans' Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor

EXHIBIT B
Commercial Services - State

Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.

- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at: <http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to Caltrans' Regional or District Labor Compliance Office. A list of local Labor Compliance Offices is attached as Attachment 3.

13. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to Caltrans, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code (LC), and in particular LABOR CODE Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

14. Employment of Apprentices

- A. Where the prime contract is \$30,000 or more, the Contractor and any Subcontractors under him or her shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.

EXHIBIT D
Commercial Services - State

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by Agreement shall be decided by the Caltrans Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Caltrans Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with thirty (30) days' notice to Contractor.

3. Subcontractors

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

4. Retention of Records/Audits

For the purpose of determining compliance with Government Code Section 8546.7, the Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. Caltrans, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having

EXHIBIT D
Commercial Services - State

jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to Contractor's books, records, and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

5. Non-Solicitation

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6. Reporting Small Business (SB)/Micro Business (MB) and/or Disabled Veterans Business Enterprise (DVBE) Utilization

If SB/MB and/or DVBE Subcontractor participation is a requirement of this Agreement, the Contractor must report the actual amount paid to certified Subcontractors. The Contractor must comply with Government Code Section 14841 and Military and Veterans Code Section 999.5(d) by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. The Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only ([ADM-3059](#) or <http://www.dot.ca.gov/hq/dpac/doc/adm3059.pdf>) form, to the Caltrans Contract Manager within 60 days from receipt of final payment.

7. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

EXHIBIT D
Commercial Services - State

8. Specific Legal References

Any reference to specific statutes, regulations or other legal authority in this Agreement shall not relieve the Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

9. Equipment Indemnification

The Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.

10. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

11. Employment of Undocumented Workers

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

12. Bonds

Payment Bond Requirement: If the total contract price exceeds \$25,000, the Contractor shall furnish a Payment Bond for not less than one hundred (100%) percent of the total amount payable by the terms of this Agreement. The Payment Bond is due prior to the start date of work. No work may commence without receipt of a valid Payment Bond. The Payment Bond must be in effect at all times for the duration of the Agreement. If the Payment Bond expires during the term of the Agreement, a new Payment Bond must be provided to the Caltrans Contact Manager not less than ten (10) business days prior to its expiration. Failure to maintain a Payment Bond for the full term of this Agreement will be grounds for termination for default in addition to other legal remedies Caltrans may have. Inadequate or lack of a Payment Bond does not negate the Contractor's obligations under this Agreement.

EXHIBIT E
Commercial Services - State

ADDITIONAL PROVISIONS

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this **Agreement 02A1761**.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General **Services**, ORIM Website: <http://www.dgs.ca.gov/orim/home.aspx>
- H. Contractor shall include all of its subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to the **policies**, coverage's and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

A. Commercial General Liability

- 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance

EXHIBIT E
Commercial Services - State

shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

Caltrans, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Agreement. The additional insured endorsement must accompany the certificate of insurance.

- 2) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the Caltrans Contract Manager.

D. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$1,000,000** per incident and an annual aggregate amount of **\$2,000,000** shall be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

3. Licenses and Permits

- A. The Contractor shall be an individual or firm qualified to do business in California and shall obtain at his/hers/its expense all license(s) and permit(s) required by law for any work under this Agreement.
- B. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- C. If the Contractor is any other business entity, Contractor must be registered and active/in good standing with the California Secretary of State, to the extent applicable.

EXHIBIT E
Commercial Services - State

D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

3. Prohibition of Delinquent Taxpayers

Public Contract Code (PCC) Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the State Board of Equalization or the Franchise Tax Board pursuant to Revenue Taxation Code sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. PCC Section 10295.4 provides no exceptions to these prohibitions.

4. Interfacing with Pedestrian and Vehicular Traffic

Pursuant to the authority contained in the Vehicle Code (VC), Section 591, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in the Vehicular Code, Divisions 11, 12, 13, 14 and 15. The Contractor shall take all necessary precautions for safe operations of the Contractor's equipment and the protection of the public from injury and damage from such property.

5. Small Business or Disabled Veteran Business Enterprise Certification

Contractor shall maintain its status as a Department of General Services (DGS) certified Small Business (SB)/Microbusiness (MB) or Disabled Veteran Business Enterprise (DVBE), as applicable, throughout the term of this Agreement.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
PRICE QUOTE PROPOSAL
 ADM-1412 (REV. 11/2015)

ATTACHMENT 1

Northstate Earth and Water Inc.

CONTRACTOR'S NAME (Please Print):		CONTRACT NO: 02A1761			
ITEM NO.	Frequency	Estimated Quantity	Monitoring Report	UNIT PRICE (Price Per Unit of	TOTAL (Estimated
1	Monthly	16	Routine Monthly Maintenance. WDID #6A181412005. Honey Lake Hwy 395 PM 49.6	2,500	\$ 40,000
2	Quarterly	6	Routine Monthly Maintenance. WDID #6A181412005. Honey Lake Hwy 395 PM 49.6	3,600	\$ 21,600
3	Annually	2	Routine Monthly Maintenance. WDID #6A181412005. Honey Lake Hwy 395 PM 49.6	4,800	\$ 9,600
					\$
					\$
					\$
					\$
				TOTAL THIS SHEET	
				TOTAL THIS PROPOSAL	\$ 71,200

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF QUOTES. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.

(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.

ATTACHMENT 2

Maintenance and Operational Checklist

Maintenance and Operational Checklist: The Regional Water Quality Control Board has required Caltrans to install a wastewater treatment system at the Honey Lake SRRA to minimize contamination of local groundwater resources by sewage effluent. Of primary concern is the impact of excessive nitrogen loading in the basin. The treatment system installed at Honey Lake SRRA has been designed to reduce nitrogen discharge concentration to levels that comply with the Basin Plan. To ensure this compliance, the following operation, and maintenance is required.

Monthly Maintenance and Operational checklist is described in the following:

A schematic flow diagram and site plan of the treatment system are shown on Figs. 1 and 2, respectively.

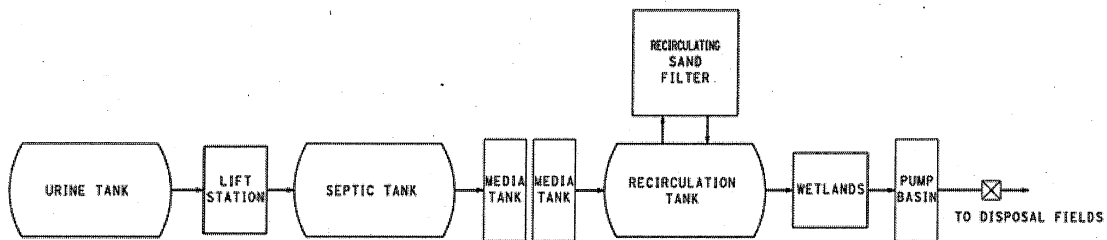


Figure 1

ATTACHMENT 2

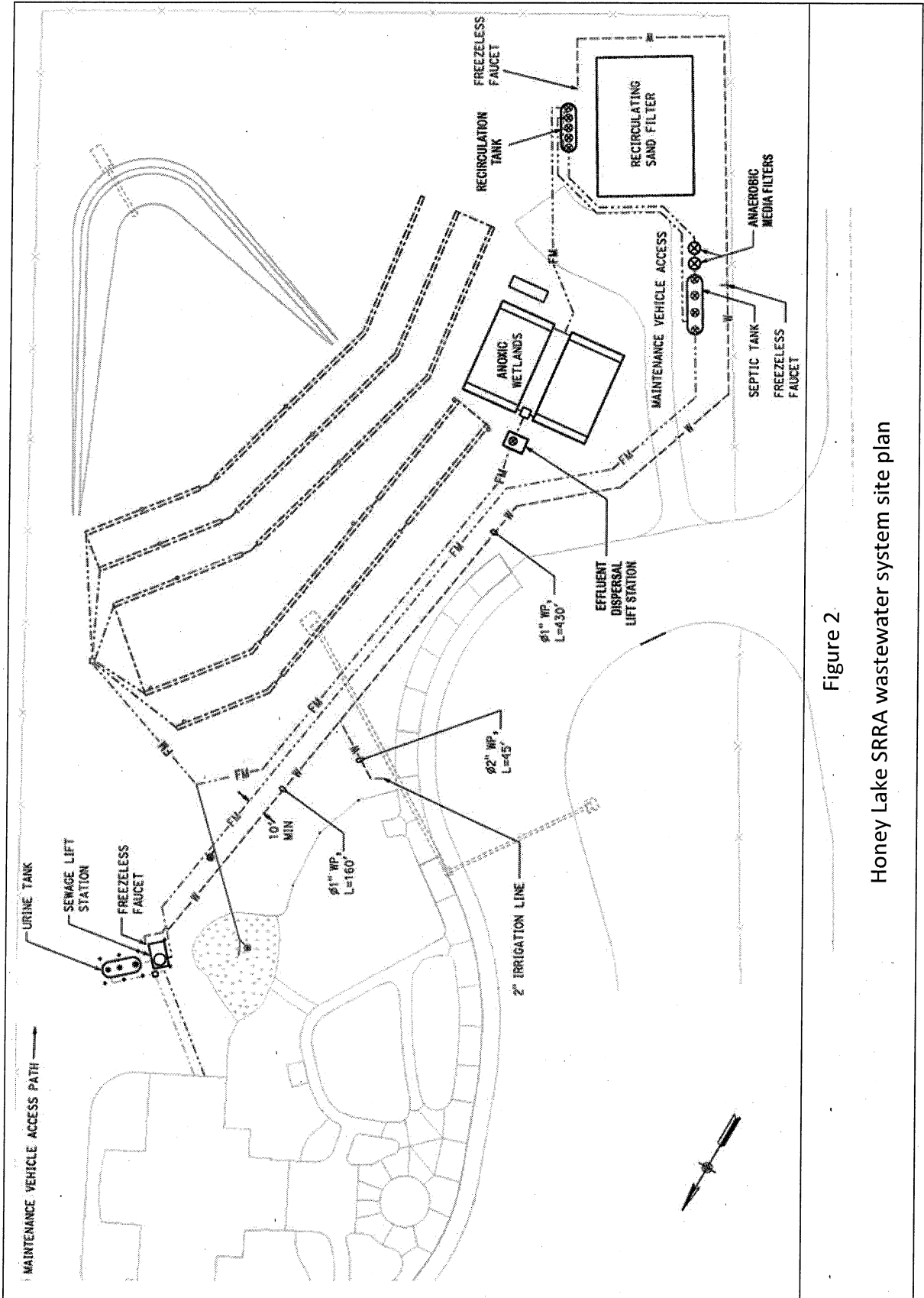


Figure 2.
Honey Lake SRRRA wastewater system site plan

ATTACHMENT 2

Honey Lake SRRA

DATE:

Monthly Operation and Maintenance: CONTROL PANEL DATA

URINE TANK: Control SP screen		
Are any active alarms present?		NO / YES
Describe alarms:		
UT Level		
Pump Status (active/inactive)		
Level Stop		
Volts		
Current		
Runtime		
LIFETIME	Starts	
	Run	
TOTALS	Hours	
RESET-	Starts	
	Run	
TABLE	Hours	
Reset resettable totals		YES / NO

LIFT STATION: Control SP screen		
Are any active alarms present?		
Describe alarms:		
LS Level		
Lag on (set point)		
Lead on (set point)		
Lag off (set point)		
Lead off (set point)		
LP1 Volts		
LP1 Current		
LP1 runtime		
LP2 Volts		
LP2 Current		
LP2 Runtime		

ATTACHMENT 2

LIFT STATION TOTALS SCREEN			
Pump		Lifetime totals	Resettable totals
LP1	STARTS		
	RUN HRS		
LP2	STARTS		
	RUN HRS		
Reset resettable totals			YES / NO

Monthly Operation and Maintenance: CONTROL PANEL DATA

RECIRCULATION TANK	
Are any active alarms present?	NO / YES
Describe alarms:	
RECIRCULATION PUMPS	
RP level	
RP "ON" duration	
RP "OFF" duration	
RP level cutoff	
RP1 Volts	
RP1 Current	
RP1 runtime	
RP2 Volts	
RP2 Current	
RP2 runtime	
SCUM SUPPRESSION	
SP1 pump on duration	
SP1 pump off duration	
SP level cutoff	
SP1 volts	
SP1 current	
SP1 runtime	
DISCHARGE PUMPS	
DP lag on (set point)	
DP lead on (set point)	
DP lag off (set point)	
DP lead off (set point)	
DP1 Volts	
DP1 Current	
DP1 runtime	
DP2 Volts	
DP2 Current	
DP2 runtime	

ATTACHMENT 2

RECIRCULATION TANK TOTALS SCREEN			
Pump		Lifetime totals	Resettable totals
RP1	STARTS		
	RUN HRS		
RP2	STARTS		
	RUN HRS		
SSP1	STARTS		
	RUN HRS		
DP1	STARTS		
	RUN HRS		
DP2	STARTS		
	RUN HRS		
Reset resettable totals			YES / NO

Monthly Operation and Maintenance: CONTROL PANEL DATA

PUMP BASIN: Control SP screen	
Are any active alarms present?	NO / YES
Describe alarms:	
Pump basin level	
EP lag on (set point)	
EP lead off (set point)	
EP lag off (set point)	
EP lead off (set point)	
EP1 volts	
EP1 current	
EP1 runtime	
EP2 volts	
EP2 current	
EP2 runtime	

PUMP BASIN TOTALS SCREEN			
Pump		Lifetime totals	Resettable totals
EP1	STARTS		
	RUN HRS		
EP2	STARTS		
	RUN HRS		
FLOW TOTAL			
Reset resettable totals			YES / NO

ATTACHMENT 2

System status: POTABLE AND IRRIGATION WATER

RECORDED FROM WASTEWATER CONTROL PANEL

WATER SYSTEM	
SYSTEM FLOW TOTAL	
WFM1 (POTABLE)	
WFM2 (IRRIGATION)	

Operation & Maintenance: WETLANDS

WETLANDS: OBSERVATIONS	
	CIRCLE BELOW
1. Evidence of wetland clogging/water surfacing?	NO / YES
2. Odors present in the vicinity of the wetlands?	NO / YES
3. Evidence of vandalism or unauthorized access?	NO / YES
4. Evidence of damage by burrowing animals or erosion?	NO / YES
5. Is water level control structure access cover secure?	YES / NO
6. Is there any damage to water level control structure grating?	NO / YES
7. Is there any signs of corrosion on water level control structure?	NO / YES
8. Is wetlands liner showing any signs of damage?	NO / YES
9. Is there any evidence that wetlands liner may be leaking?	NO / YES
10. Are additional woodchips needed (should be 6" below top of liner)?	NO / YES
11. Are a majority of the plants alive?	YES / NO
Note any damage or repairs needed:	

WETLANDS: MONTHLY MAINTENANCE	
1. Distance from gravel surface to liquid level in wetlands (target is 6"):	
EAST WETLANDS:	WEST WETLANDS:
2. Describe adjustments to water level:	

WETLANDS: QUARTERLY MAINTENANCE	
	CIRCLE BELOW
1. Exercise inlet ball valves	YES / NO

ATTACHMENT 2

Operation & Maintenance: PUMP BASIN

PUMP BASIN: OBSERVATIONS	CIRCLE BELOW
1. Is there evidence of high water or overflow?	NO / YES
2. Is the pump basin access cover secure?	YES / NO
3. Are there any odors present in the vicinity of the pump basin with lid present?	NO / YES
4. Is there evidence of vandalism or unauthorized access?	NO / YES
5. Does it appear the pump basin may be leaking?	NO / YES
6. Is corrosion present at pump basin?	NO / YES
7. Is there evidence of root intrusion?	NO / YES
8. Are solids present in pump basin?	NO / YES
9. Does pump basin need to pump out?	NO / YES
10. Are check and ball valves in need of repair?	NO / YES
11. Is the discharge piping in need of repair?	NO / YES
12. Describe effluent color and clarity:	
Note any damage or repairs needed:	

PUMP BASIN: MONTHLY MAINTENANCE	CIRCLE BELOW
Clean cartridge filter	YES / NO
Exercise PVC ball valves	YES / NO
Simulate liquid level, verify lead pump energizes, then lag pump energizes. Allow pumps to run and verify low float turns pumps off.	YES / NO

PUMP BASIN: QUARTERLY MAINTENANCE	CIRCLE BELOW
Clean pump intake screens	YES / NO
Check fiber optic floats: activate high float and verify both pumps energize and then both pumps shut off when low float gets activated	YES / NO

PUMP BASIN FLOW TOTAL AT METER BOX AT PUMP BASIN	
--	--

ATTACHMENT 2

Operation & Maintenance: RECIRCULATING SAND FILTER

RECIRCULATION SAND FILTER (RSF): OBSERVATIONS	CIRCLE BELOW
1. Is there evidence of filter bed clogging or water surfacing?	NO / YES
2. Are there odors present in the vicinity of the filter?	NO / YES
3. Is there evidence of vandalism or unauthorized access?	NO / YES
4. Is there evidence of damage by burrowing animals?	NO / YES
5. Is there evidence of root intrusion?	NO / YES
6. Is the frame and liner in good condition?	YES / NO
7. Are the observation well lids secured?	YES / NO
8. Is ponding water present in either of the two observations wells?	NO / YES
Note any damage or repairs needed:	

RECIRCULATING SAND FILTER: MONTHLY MAINTENANCE	CIRCLE BELOW
<p>Check operation of distribution valve: At RSF, remove 1 of each 6 valve box covers at the far end of the RSF and open ball valves. At WWTC, turn pump RP1 to HAND. Verify water squirts at RSF to a height of approximately 3'. Turn RP1 off, then on again. The next circuit should energize at the RSF. Do this a total of 6 times, so each of the circuit energizes. Working?</p>	
ZONE	FAR SQUIRT HEIGHT (FT)
1	
2	
3	
4	
5	
6	

ATTACHMENT 2

Operation & Maintenance: RECIRCULATING SAND FILTER

RECIRCULATING SAND FILTER: QUARTERLY MAINTENANCE		
CIRCLE BELOW		
1. Flush 1-1/4" laterals at RSF. Remove all 36 valve box covers at far end of RSF. Remove 36 EA 1-1/4" PVC caps and open all ball valves. At WWTC, turn pump RP1 to HAND. Leave on until water flows clear from ball valves. Turn RP1 off, then on again to repeat on next zone. Repeat until all 6 zones have been flushed.	YES	/ NO
2. Next, remove all near end valve box covers at RSF. Open all ball valves. At WWTC, turn pump RP1 to HAND. Measure squirt height at near and far ends of RSF and record below. Repeat for each zone.	YES	/ NO
ZONE	NEAR SQUIRT HEIGHT	FAR SQUIRT HEIGHT
1		
2		
3		
4		
5		
6		

RECIRCULATING SAND FILTER: YEARLY MAINTENANCE		
CIRCLE BELOW		
1. Perform quarterly maintenance, recording squirt height above.	YES	/ NO
2. Run bottle brush down all 36 EA laterals.	YES	/ NO
3. Repeat squirt height test and record below after brushing.	YES	/ NO
ZONE	NEAR SQUIRT HEIGHT	FAR SQUIRT HEIGHT
1		
2		
3		
4		
5		
6		

ATTACHMENT 2

Operation & Maintenance: RECIRCULATION TANK

RECIRCULATION TANK: OBSERVATIONS	
	CIRCLE BELOW
1. Is there evidence of high water or overflow?	NO / YES
2. Are there odors present in vicinity of the tank w lids present?	NO / YES
3. Is there evidence of vandalism or unauthorized access?	NO / YES
4. Are the access lids secured?	YES / NO
5. Is there evidence of infiltration?	NO / YES
6. Is there evidence of root intrusion?	NO / YES
7. Is there any evidence that tank might be leaking?	NO / YES
8. Is there any damage to tank or risers?	NO / YES
9. Is diversion float operating properly (under lid #1)?	YES / NO
10. Is tank pump out recommended?	NO / YES
11. Is discharge piping in good condition?	YES / NO
Note any damage or repairs needed:	

RECIRCULATION TANK: MONTHLY MAINTENANCE	
	CIRCLE BELOW
1. Clean cartridge filter (3 filters)	YES / NO
2. Exercise PVC ball valves in first chamber	YES / NO
3. Check RFS low float: simulate liquid level in first chamber, verify lead pump activates, then lag pump activates until low float becomes activated and shuts both pumps off	YES / NO
4. Check DFS low float: simulate liquid level in discharge chamber, verify lead pump activates, then lag pump activates until low float becomes activated and shuts both pumps off.	YES / NO

ATTACHMENT 2

Operation & Maintenance: RECIRCULATION TANK

RECIRCULATION TANK: QUARTERLY MAINTENANCE	
	CIRCLE BELOW
1. Clean pump RP1 and RP2 intake screens	YES / NO
2. Is pump RP1 in good condition?	YES / NO
3. Is pump RP2 in good condition?	YES / NO
4. Clean pump SSP1 intake screen	YES / NO
5. Is pump SSP1 in good condition?	YES / NO
6. Clean pump DP1 and DP2 intake screens	YES / NO
7. Is pump DP1 in good condition?	YES / NO
8. Is pump DP2 in good condition?	YES / NO
9. Check RFS fiber optic floats: activate high float and verify pumps shut off when the low float gets activated	YES / NO
10. Check DFS fiber optic floats: activate high float and verify pumps shut off when the low float gets activated	YES / NO

RECIRCULATION TANK: YEARLY MAINTENANCE	
	MEASUREMENT
What is measured sludge level in the first chamber?	
What is measured scum level in the first chamber?	
What is measured sludge level in the discharge chamber?	
What is measured scum level in the discharge chamber?	

RECIRCULATION TANK HEATER	
heater set point	
tank temp	

ATTACHMENT 2

Operation & Maintenance: SEPTIC TANK

SEPTIC TANK: OBSERVATIONS	CIRCLE BELOW
1. Is there evidence of high water or overflow?	NO / YES
2. Are odors present in the vicinity of the lift station with the lids present?	NO / YES
3. Is there evidence of vandalism or unauthorized access?	NO / YES
4. Are the sanitary tee's free of obstructions?	YES / NO
5. Does it appear the septic may be leaking?	NO / YES
6. Is corrosion present at the septic tank?	NO / YES
7. Is there evidence of root intrusion?	NO / YES
8. Is there any damage to the tank or risers?	NO / YES
9. Does the septic tank need to be pumped out (scum + sludge > 30")?	NO / YES
10. Is there evidence of solids carry-over between compartments?	NO / YES
11. Are the access lids secure?	YES / NO
12. Is there evidence of infiltration into the tank?	NO / YES
Note any damage or repairs needed:	

SCUM/SLUDGE SENSOR	
Are any active alarms present?	
Describe alarms:	
Top (SCUM)	
Bottom (SLUDGE)	
TEMP	

SEPTIC TANK: MONTHLY MAINTENANCE	WORKING?
At WWTC, turn pump SSP1 to hand, verify that scum suppression system is functioning at all 6 septic tank spray nozzles.	YES / NO

ATTACHMENT 2

Operation & Maintenance: SEPTIC TANKS

SEPTIC TANK: QUARTERLY MAINTENANCE		CIRCLE BELOW
Exercise ball valves at scum suppression nozzles		YES / NO
Record actual measurements of scum and sludge and record below		YES / NO
LOCATION	MEASUREMENT	
Sludge level in the first chamber		
Scum level in the first chamber		
Sludge level in the second chamber		
Scum level in the second chamber		
Sludge level in the third chamber		
Scum level in the third chamber		

Operation & Maintenance: MEDIA TANKS

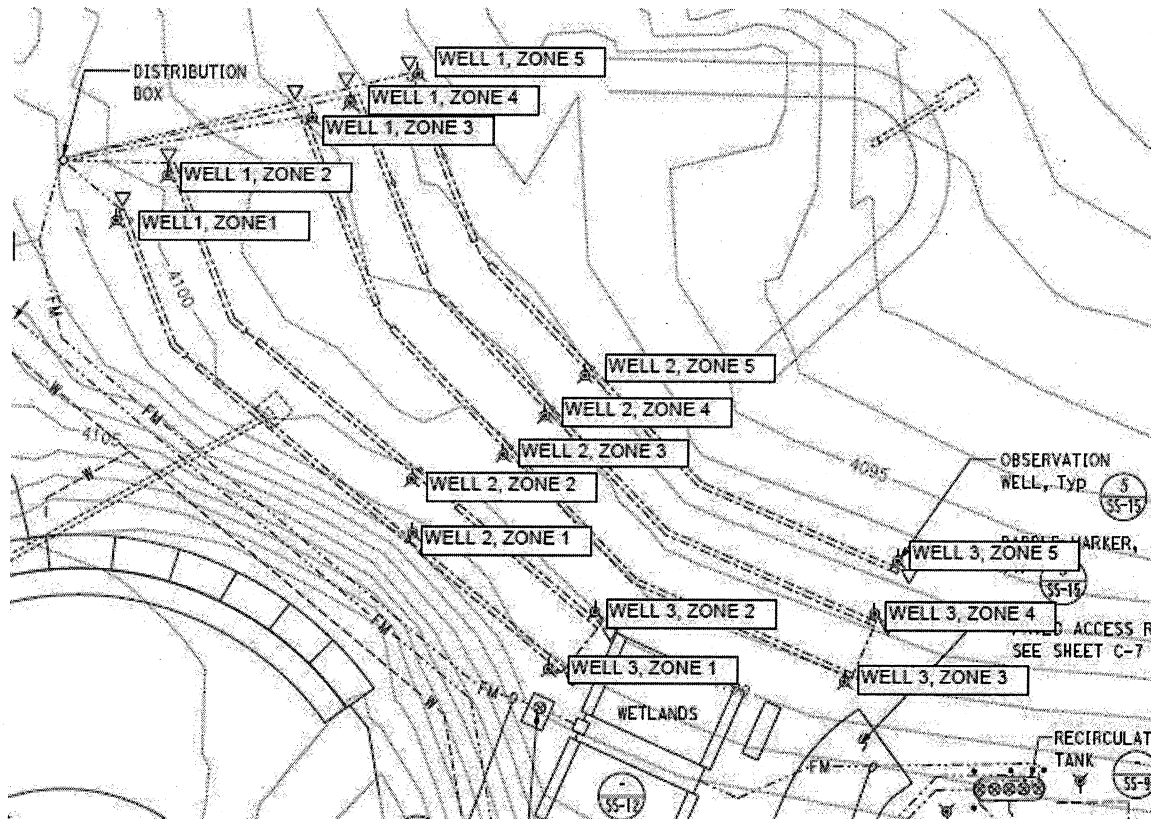
MEDIA TANK: OBSERVATIONS		CIRCLE BELOW
1. Is there evidence of high water or overflow?	NO / YES	
2. Are odors present in the vicinity of the tanks with the lids present?	NO / YES	
3. Is there evidence of vandalism or unauthorized access?	NO / YES	
4. Are the sanitary tee's free of obstructions?	YES / NO	
5. Does it appear the media tanks may be leaking?	NO / YES	
6. Is corrosion present at the media tanks?	NO / YES	
7. Is there evidence of root intrusion?	NO / YES	
8. Is there any damage to the tanks?	NO / YES	
9. Is liquid level at invert of tank #1?	YES / NO	
10. Is there scum present in tank #1?	NO / YES	
11. Is liquid level at invert of tank #2?	YES / NO	
12. Is there scum present in tank #2?	NO / YES	
Note observations inside media tank #1:		
Note observations inside media tank #2:		
Note any damage or repairs needed:		

ATTACHMENT 2

Operation & Maintenance: LEACH FIELD

LEACH FIELD: OBSERVATIONS		CIRCLE BELOW
1. Is there evidence of surfacing effluent?		NO / YES
2. Are monitoring well lids in place?		YES / NO
3. Does the dispersal system require maintenance?		NO / YES
Describe needed maintenance:		

LEACH FIELD: QUARTERLY MAINTENANCE				
Record measurements to liquid in leach field wells				
	ZONE	WELL 1	WELL 2	WELL 3
	1			
	2			
	3			
	4			
	5			



ATTACHMENT 2

Operation & Maintenance: URINE TANK

URINE TANK: OBSERVATIONS		CIRCLE BELOW
1. Is there evidence of high water or overflow?		NO / YES
2. Are there odors present in vicinity of the tank w lids present?		NO / YES
3. Is there evidence of vandalism or unauthorized access?		NO / YES
4. Are the access lids secured?		YES / NO
5. Is there evidence of infiltration?		NO / YES
6. Is there evidence of root intrusion?		NO / YES
7. Is there any evidence that tank might be leaking?		NO / YES
8. Is there any damage to tank or risers?		NO / YES
9. Is pump in good condition?		YES / NO
10. Is discharge piping in good condition?		YES / NO
Diversion valve setting (CIRCLE SETTING):		
	Urine tank (start Nov 1)	Lift Station (start April 1)
Note any damage or repairs needed:		

URINE TANK: MONTHLY MAINTENANCE (April through November only)		CIRCLE BELOW
Clean cartridge filter		YES / NO

URINE TANK: QUARTERLY MAINTENANCE (April through November only)		CIRCLE BELOW
Clean pump intake screen		YES / NO
Check operation of low float by turning pump UP1 to hand and pull low fiber optic float out of liquid. Does pump shut off?		YES / NO

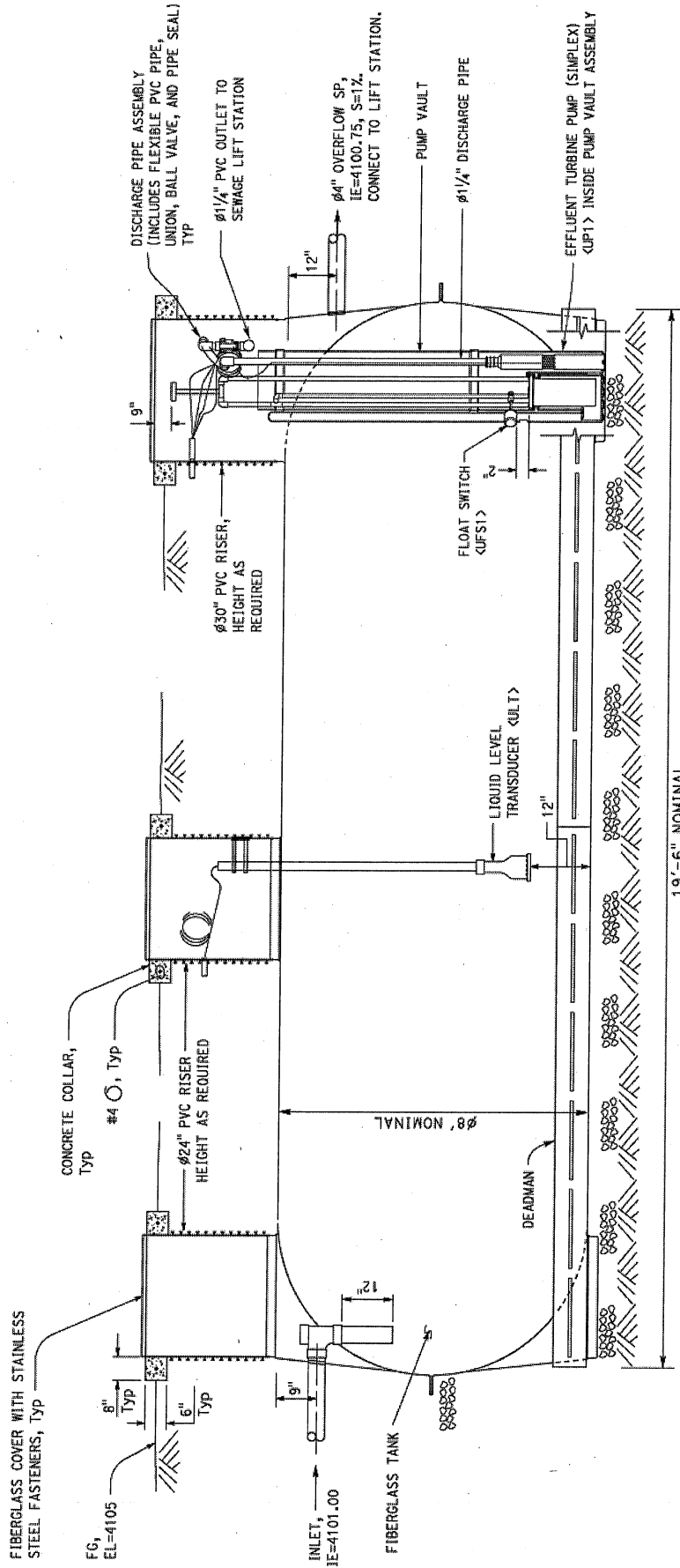
ATTACHMENT 2

Operation & Maintenance: LIFT STATION

LIFT STATION: OBSERVATIONS	
	CIRCLE BELOW
1. Is there evidence of high water or overflow?	NO / YES
2. Are odors present in the vicinity of the lift station with the lid closed?	NO / YES
3. Is there evidence of vandalism or unauthorized access?	NO / YES
4. Is the access door secure?	YES / NO
5. Is there evidence of infiltration into tank?	NO / YES
6. Is any maintenance needed for the access door?	NO / YES
7. Does it appear the lift station may be leaking?	NO / YES
8. Is corrosion present at the lift station?	NO / YES
9. Is there evidence of root intrusion?	NO / YES
10. Are excessive solids floating in the lift station?	NO / YES
11. Does the lift station need to be pumped out?	NO / YES
12. Are check and ball valves in need of repair?	NO / YES
13. Is the discharge piping in need of repair?	NO / YES
Note any damage or repairs needed:	

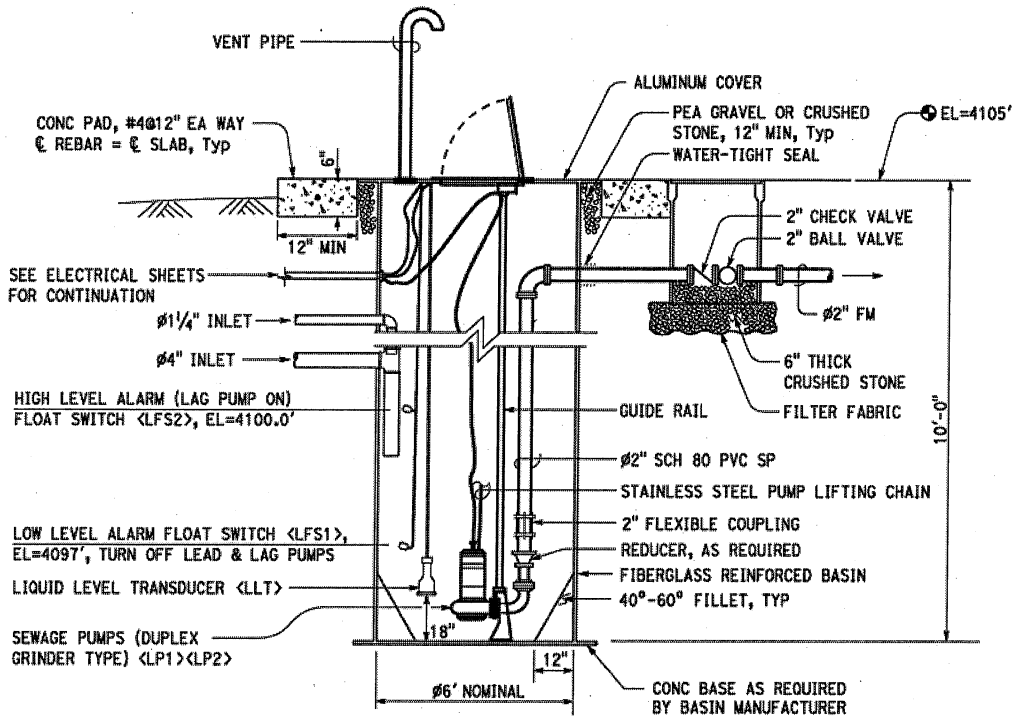
LIFT STATION: MONTHLY MAINTENANCE	
	CIRCLE BELOW
1. Exercise PVC ball valves	YES / NO
2. Simulate liquid level, verify lead pump energizes, then lag pump. Allow to run until low float shuts both pumps off. Move floating debris into side stream discharge to break up mass.	YES / NO
3. Raise low flow float switch out of water and invert. Turn on both pumps to HAND and run until pumps suck air, to aid removal of floating debris.	YES / NO

ATTACHMENT 2

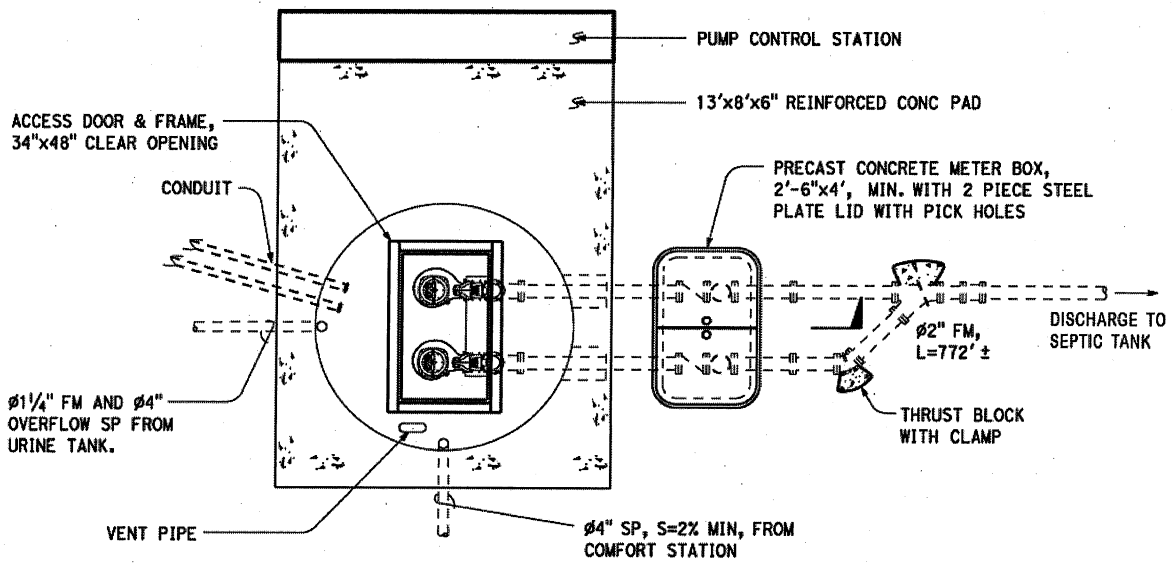


Sectional view of 6000 gal urine tank

ATTACHMENT 2



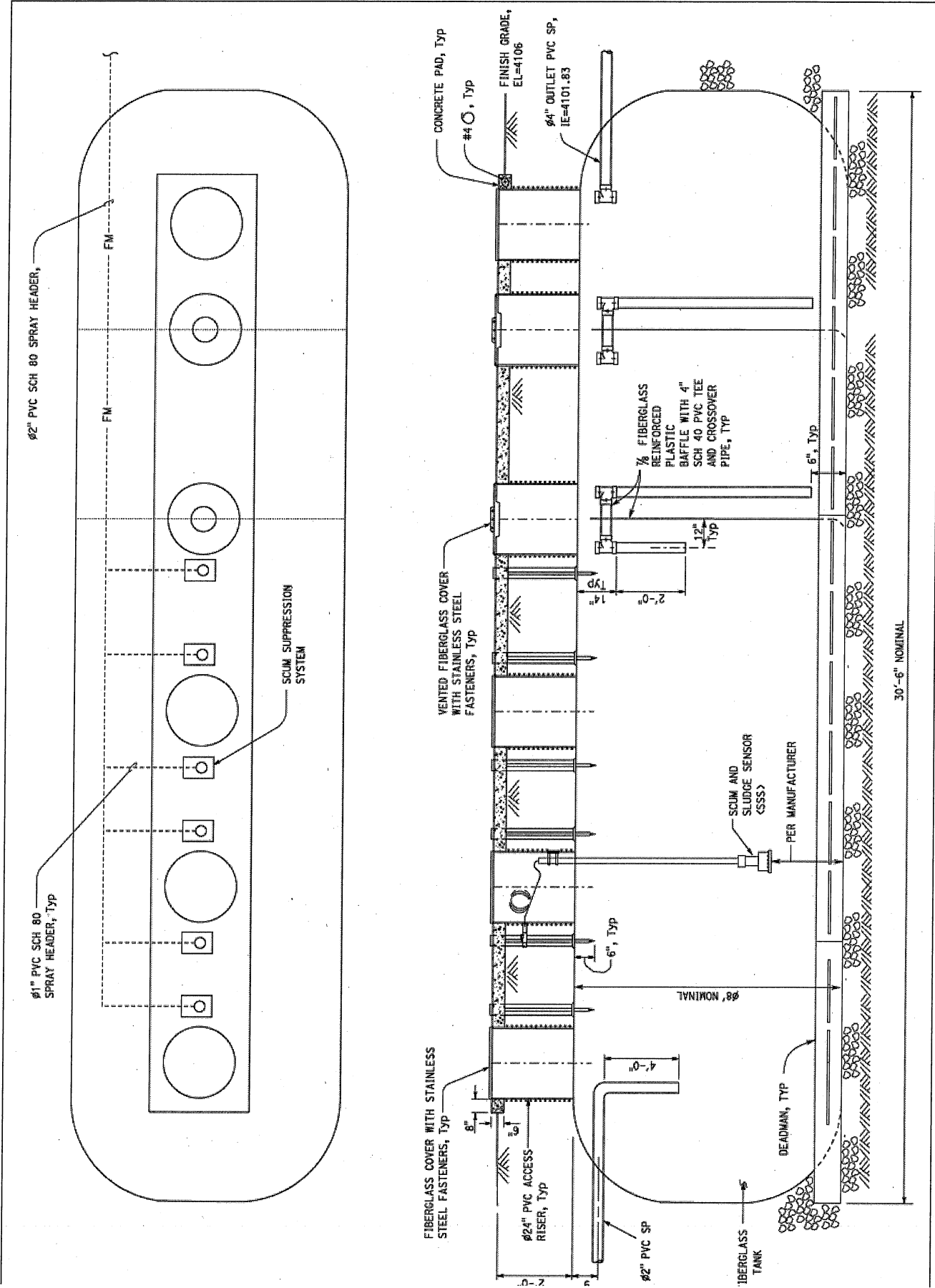
(a)



(b)

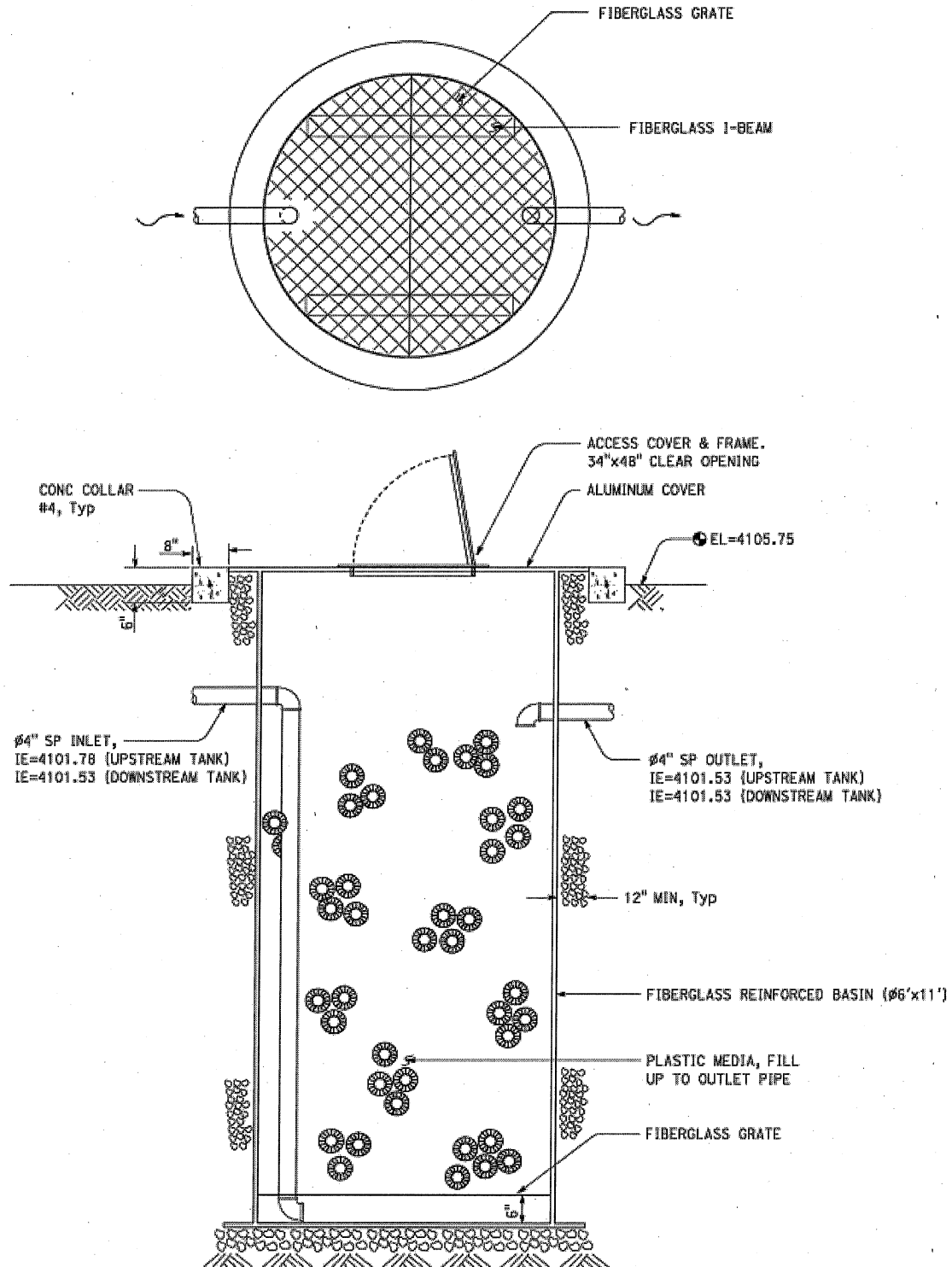
View of lift station (a) section and (b) plan

ATTACHMENT 2



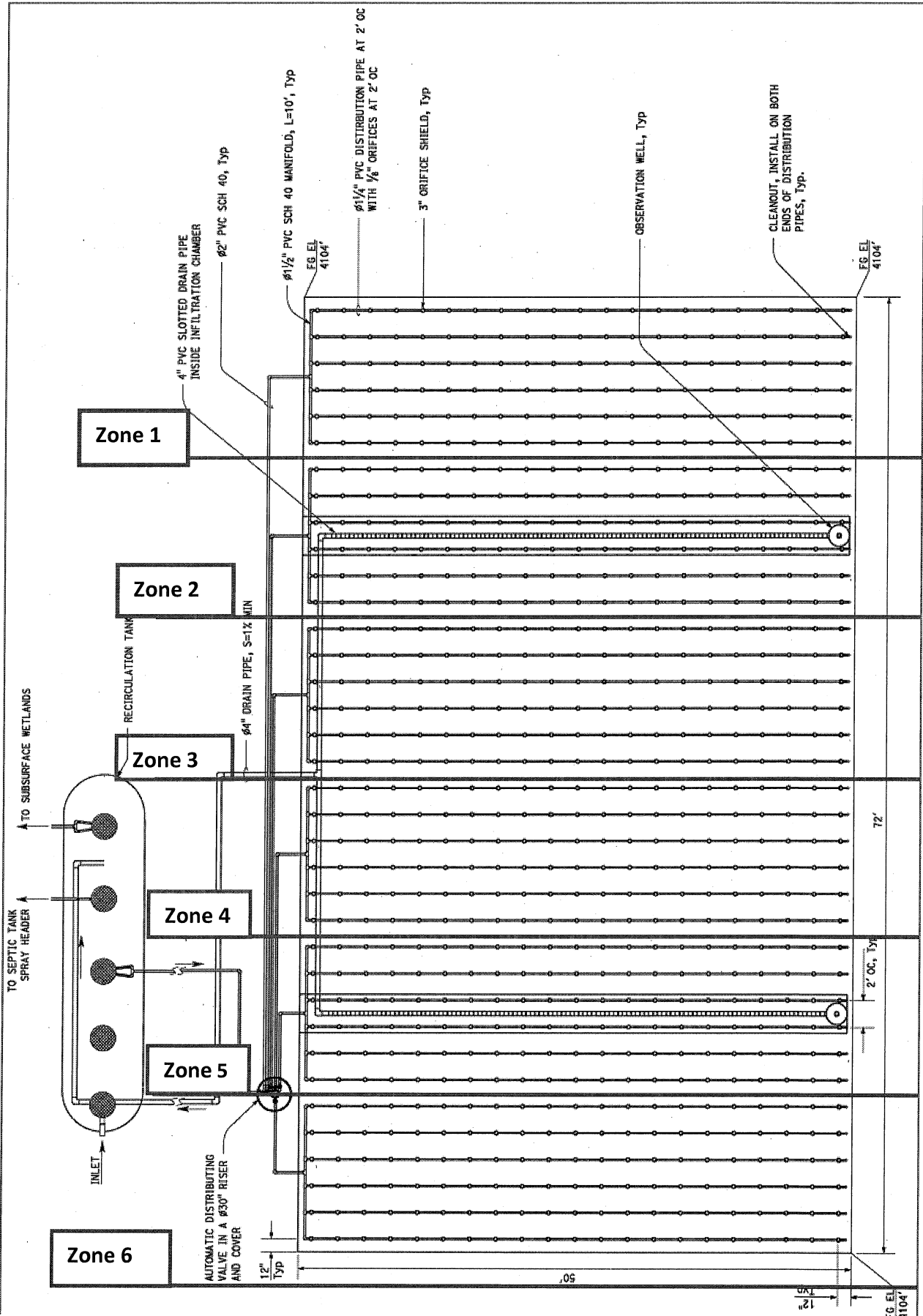
Sectional view of septic tank

ATTACHMENT 2



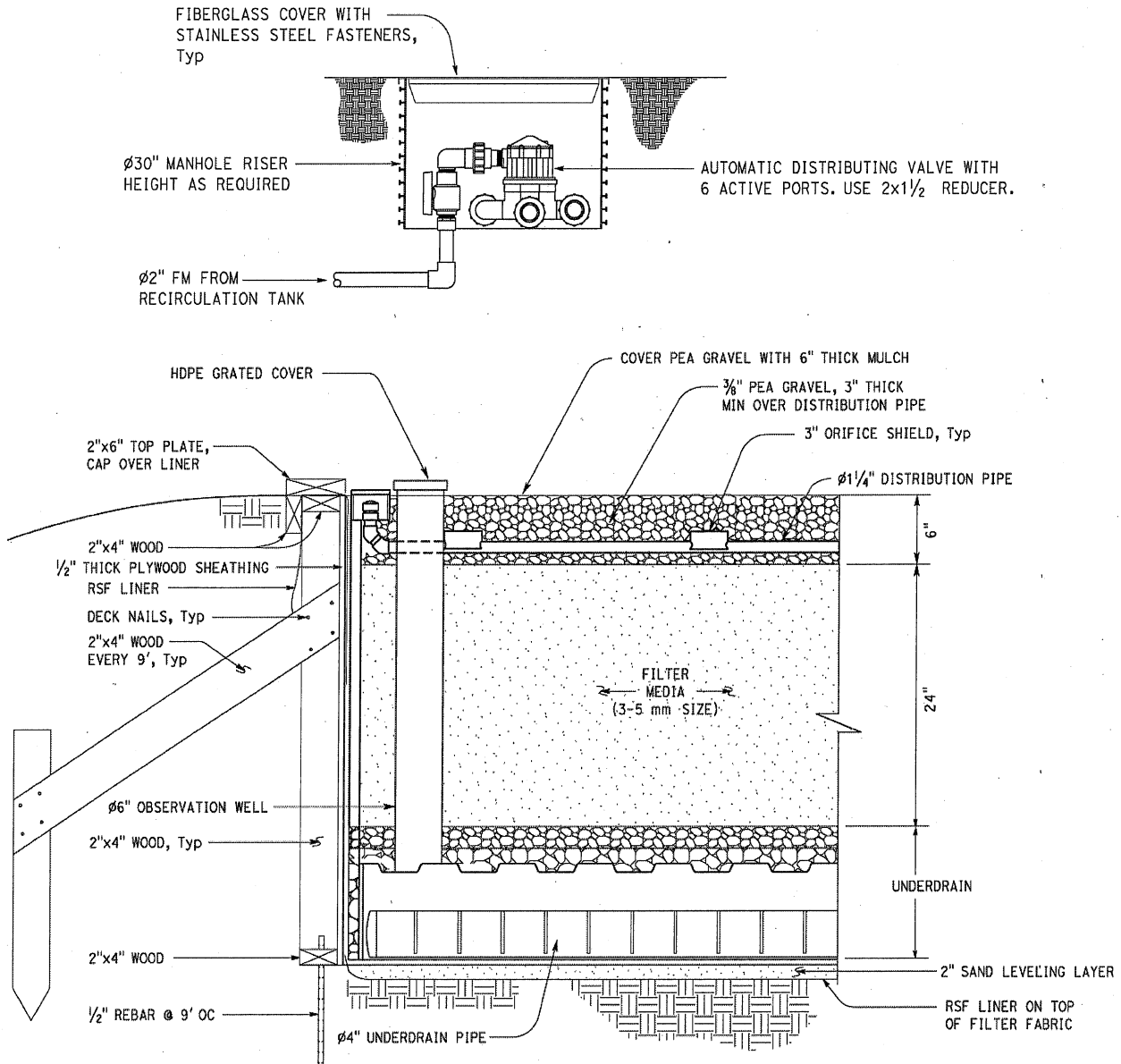
Sectional view of media tank

ATTACHMENT 2



Plan view of recirculating sand filter (RSF)

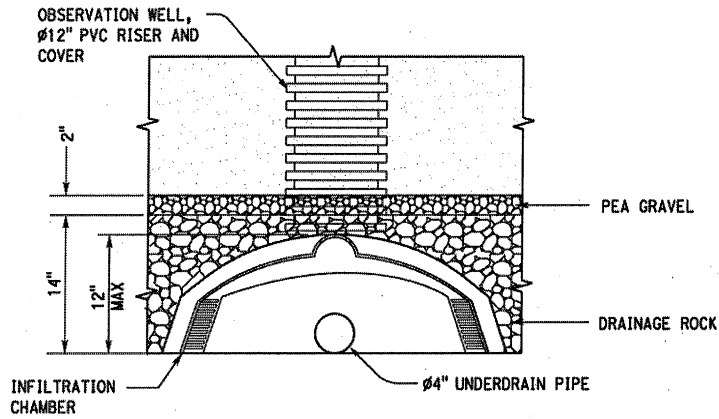
ATTACHMENT 2



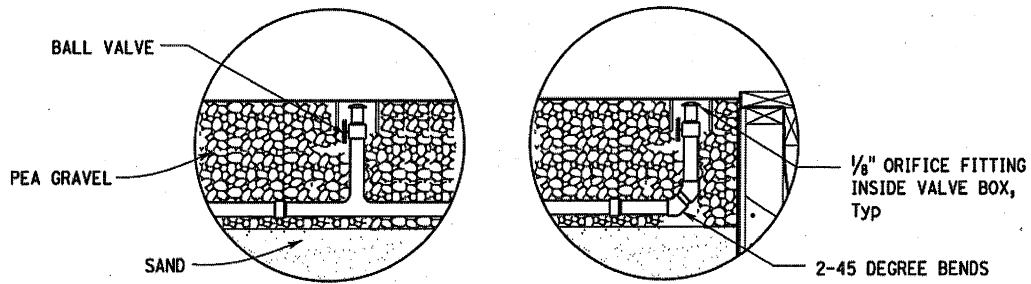
(b)

Sectional view of (a) indexing valve and (b) RSF

ATTACHMENT 2



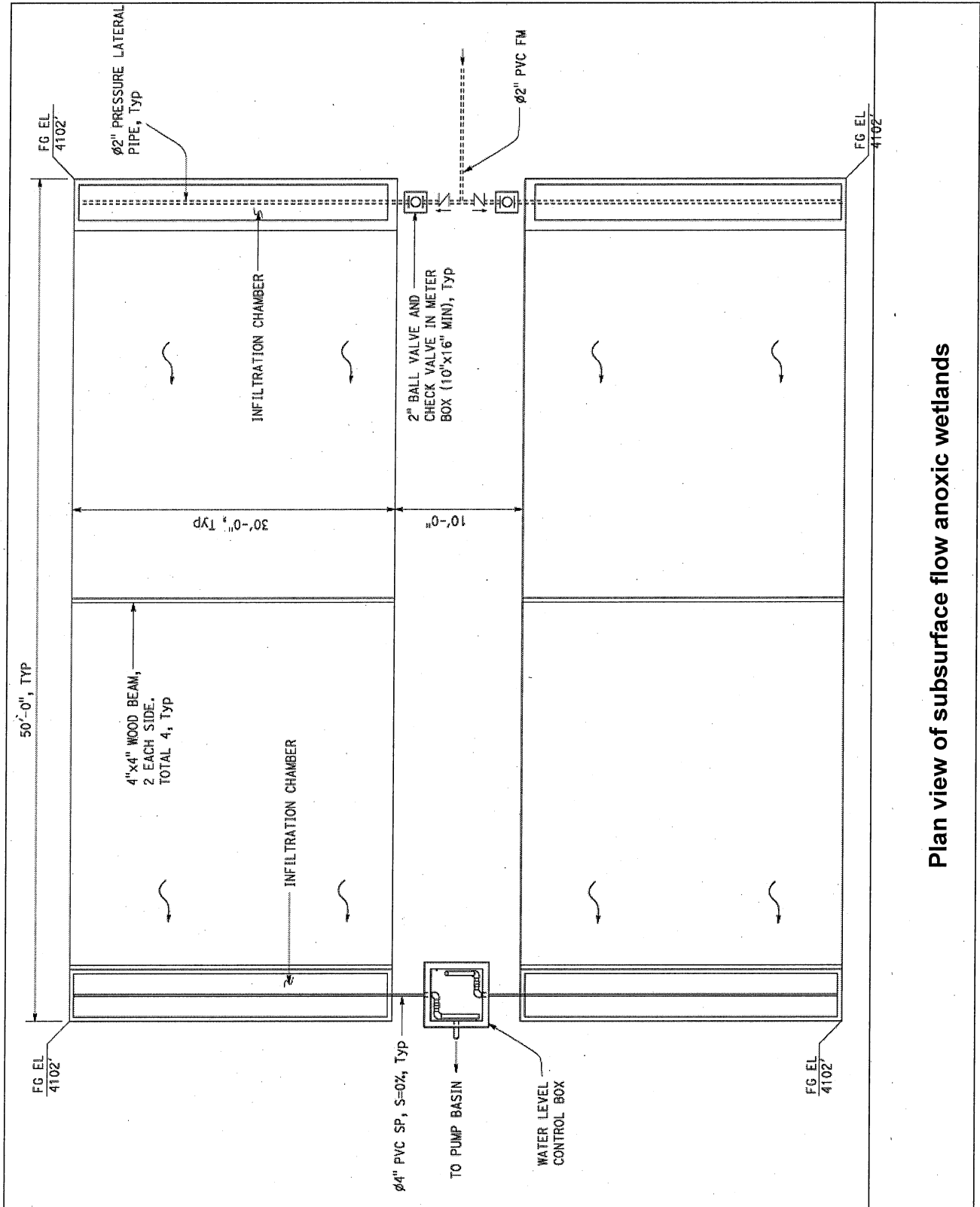
(a)



(b)

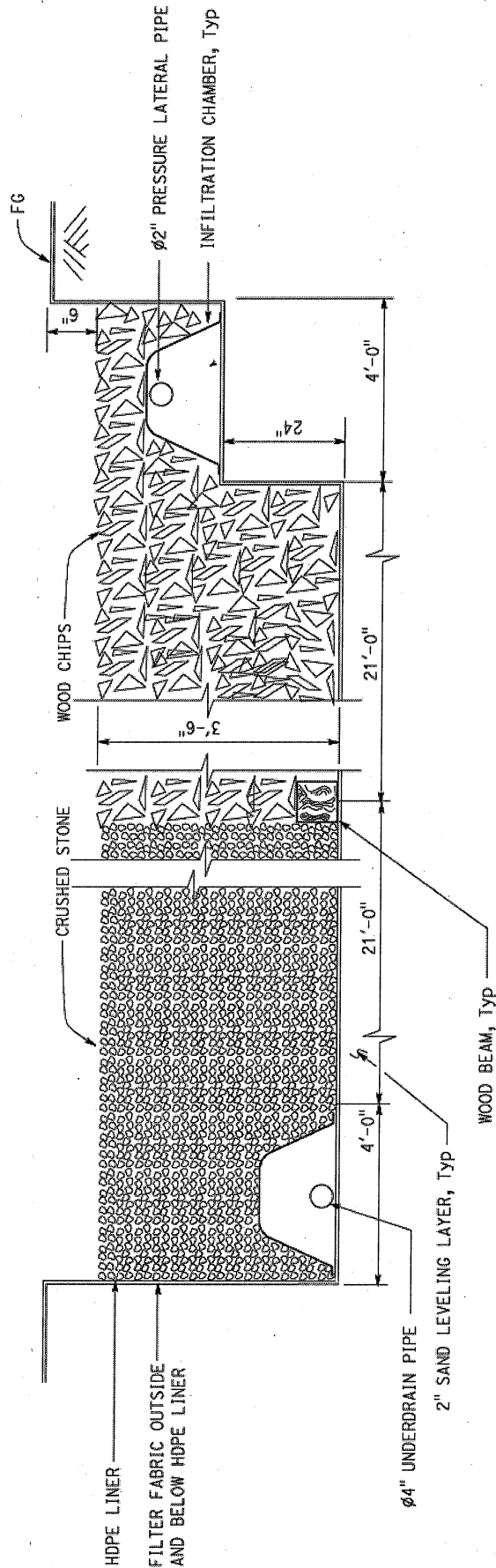
Sectional view (a) underdrain and (b) cleanout ports

ATTACHMENT 2



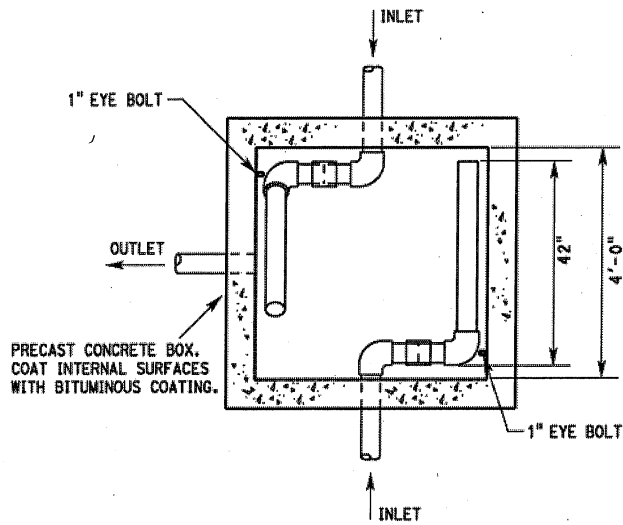
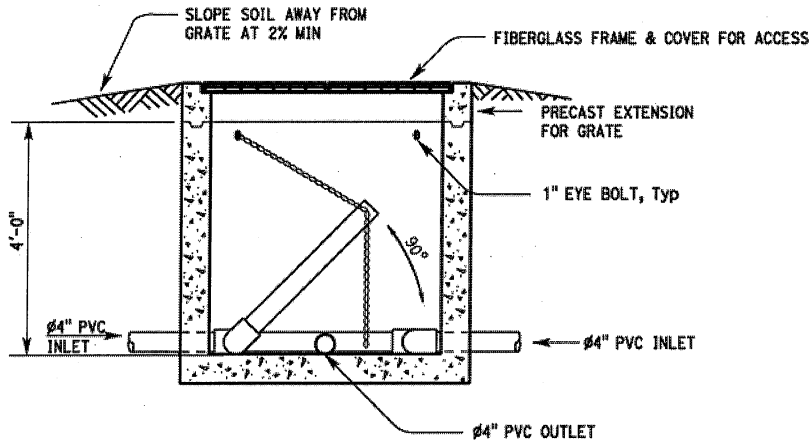
Plan view of subsurface flow anoxic wetlands

ATTACHMENT 2

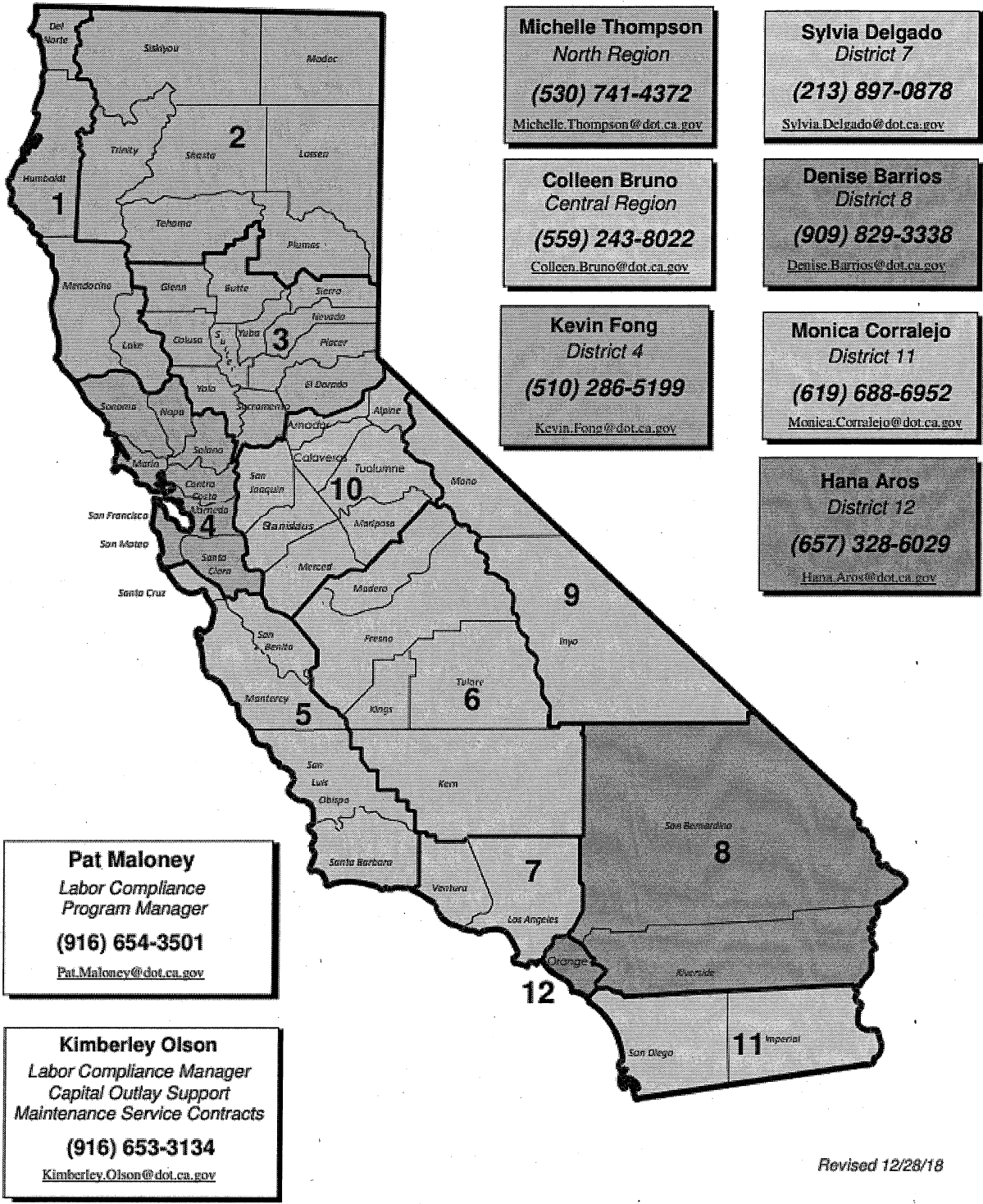


Sectional view of subsurface flow anoxic wetlands

ATTACHMENT 2



CALIFORNIA DEPARTMENT OF TRANSPORTATION
Labor Compliance Managers by District/Region



STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

02A1820

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

Vestra Resources, Inc.

2. The term of this Agreement is:

START DATE

06/24/19 or upon Caltrans approval, whichever is later

THROUGH END DATE

06/23/21

3. The maximum amount of this Agreement is:

\$77,054.00

Seventy-Seven Thousand Fifty Four Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 04/2017)	
Exhibit D	Special Terms and Conditions	4
Exhibit E	Additional Provisions	4
Attachment 1	Price Quote Proposal	1
Attachment 2	Bidder Declaration, GSPD-05-105	2
Attachment 3	Labor Compliance Managers by District/Region	1
Attachment A	Location Map	1
Attachment B	Honey Lake Rest Area Location Honey Lake Rest Area Monitoring Wells W-1, W-2, W-3 and IW-1 Locations	1
Attachment C	Location of Dunsmuir Grade Commercial Vehicle Enforcement Facility (CVEF)	1
Attachment D	Oil/Water Separator and Wastewater Septic Tank Locations	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Vestra Resources, Inc.

CONTRACTOR BUSINESS ADDRESS

5300 Aviation Drive

CITY

Redding

STATE

CA

ZIP

96002

PRINTED NAME OF PERSON SIGNING

Kimberly Wilkes

TITLE

CFO/operations Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

7/1/2019

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

02A1820

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS-65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Rajit Sharma

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

7/11/2019

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exemption Letter 13.0

EXHIBIT A
Commercial Services–State

SCOPE OF WORK

1. Contractor agrees to provide Wastewater Sampling and Analysis to the California Department of Transportation (Caltrans), as described herein:

Contractor shall furnish all labor, materials on an as-needed basis, tools, equipment, and incidentals required for wastewater discharge testing and analysis. Wastewater is generated from restrooms which have septic tanks preceding a single aeration pond. A leach field system is utilized during wet periods and a spray field sprinkler system is utilized during dry periods.

2. The services shall be performed at two locations:

- A. The Honey Lake Rest Area (SRRA) in Lassen County, **Attachment B**
B. Caltrans Dunsmuir Grade Commercial Vehicle Enforcement Facility (CVEF) in Siskiyou County, **Attachment C**

Monitoring and reporting requirements specific to a particular location shall be denoted in this agreement through the use of the location name in parentheses (Honey Lake Rest Area or Dunsmuir Grade (CVEF)) incorporated into the applicable section heading.

3. This Agreement will commence on **06/24/19** or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **06/23/21**. The services shall be provided during 7:00 a.m. to 3:00 p.m., Monday through Friday, except State holidays. The parties may amend this Agreement as permitted by law.
4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation (Caltrans)	Contractor: Vestra Resources, Inc.
District 02/ Maintenance	
Contract Manager: Thomas March	Project Manager: Kimberly Wilkes
Address: 1657 Riverdale Drive, MS -17 Redding, CA 96001	Address: 5300 Aviation Drive Redding, CA 96002
Bus. Phone No.: (530)225-2460	Bus. Phone No.: (530)223-2585
Email: thomas.march@dot.ca.gov	Email: kwilkes@vestra.com

5. Description of Work:

- A. General Requirements for Honey Lake Rest Area (SRRA)

The Contractor must comply with the **General Provisions for Monitoring and Reporting** dated September 1, 1994, which is made part of this Monitoring Report Program (MRP). The MRP is required pursuant to California Water Code Section 13267. This can be accessed at:

[https://www.waterboards.ca.gov/lahontan/board decisions/adopted orders/2016/docs/r6t 2 016 0034 honey lake.pdf](https://www.waterboards.ca.gov/lahontan/board%20decisions/adopted%20orders/2016/docs/r6t%20016%200034%20honey%20lake.pdf)

EXHIBIT A
Commercial Services--State

B. General Facility Monitoring Information for Honey Lake Rest Area (SRRA)

The Following must be inspected monthly, with information presented in each quarterly report.

- 1) Visually inspect the disposal area. Determine if there is seepage or surfacing effluent from the disposal area.
- 2) Visually inspect the entire wastewater treatment works for unauthorized discharges (e.g., system bypasses, leaks, and spills).
- 3) Provide the urine tank storage available in gallons and percentage of total storage capacity, on a monthly basis.

C. Flow Monitoring

The Contractor must provide total monthly flow and determine the daily average flow of wastewater disposed to the leach field for each month (in gallons).

D. Effluent Monitoring

The Contractor must monitor the quality of effluent that discharges into the disposal area/leach fields. The Contractor must monitor the following parameters in the discharge.

Parameters	Units	Sampling Frequency	Reporting Frequency	Analysis
Total Nitrogen ¹	mg/L	Monthly	Quarterly	Laboratory ³
Biochemical Oxygen Demand	mg/L	Monthly	Quarterly	Laboratory ³
Total Suspended solids	mg/L	Monthly	Quarterly	Laboratory ³
EPA 547-Glyphosate ²	mg/L	4x as needed	As Needed	Laboratory ³

¹Total Nitrogen must be in terms of Nitrate-Nitrite, Total Kjeldahl Nitrogen (TKN), and Ammonia.

²EPA 547 Glyphosate will be sampled as needed during routine sampling

³The analysis will be conducted by a California laboratory certified by the Environmental Laboratory Accreditation Program (ELAP).

E. Groundwater Monitoring

Variances in purging and sampling methodologies between monitoring wells must be described in the Sampling and Analysis Plan for California Department of Transportation (CDOT) per:

[https://www.waterboards.ca.gov/lahontan/board decisions/adopted orders/2016/docs/r6t_2016_0034_honey_lake.pdf](https://www.waterboards.ca.gov/lahontan/board%20decisions/adopted%20orders/2016/docs/r6t_2016_0034_honey_lake.pdf) and **Honey Lake Rest Area Location Honey Lake Rest Area Monitoring Wells W-1, W-2, W-3 and IW-1 Locations, Attachment B.**

Groundwater monitoring shall include the following:

- 1) Purging
 - a) The Contractor will determine the groundwater elevation with respect to mean sea level for each monitoring well prior to purging for sampling.
 - b) Groundwater samples must be collected after either of the following:
 - (1) An amount of water equal to three times the amount of water within the well casing has been removed, or

EXHIBIT A
Commercial Services–State

- (2) The temperature, electrical conductivity, and pH measurements of the water in the well have stabilized to approximately +10 percent for successive measurements after a minimum of one well volume has been removed.
 - (3) For each purging method, the groundwater elevation must recover before the sample is collected. Other purging methods may be used if it is described in the Sampling and Analysis Plan for (CDOT) and accepted by the Water Board's Executive Officer.
 - c) If a monitoring well is purged and does not appear to be recovering to pre-purging elevations, the Contractor must document the amount of time allowed for the well to recover, the volume of water removed, and the groundwater elevation at the time of the sample collection. If the monitoring well does not recover within one hour after purging, the Contractor must document the volume of water removed and may return the next day and attempt to collect the sample from the well without further purging. Measurements of temperature, electrical conductivity, and pH during purging must be reported with the results of groundwater analyses.
 - d) Well casing diameter, well depth, depth to groundwater, and total volume purged prior to sampling must also be reported with the groundwater monitoring results.
- 2) Groundwater Sampling

The Contractor will sample groundwater monitoring wells **W-1, W-2, W-3** and **IW-1, Attachment B**, for the parameters listed below:

Parameter	Units	Sampling Frequency	Reporting Frequency	Analysis
Temperature	Degrees C or F	Quarterly	Quarterly	Field procedures ²
Specific Conductance/ Electrical conductivity	µS/cm or µmho/cm ²	Quarterly	Quarterly	Field procedures ²
Dissolved oxygen	mg/L	Quarterly	Quarterly	Field procedures ²
pH	SU	Quarterly	Quarterly	Field procedures ²
Nitrate as nitrogen	mg/L	Quarterly	Quarterly	Laboratory ¹
Total Nitrogen ³	mg/L	Quarterly	Quarterly	Laboratory ¹
Chloride	mg/L	Quarterly	Quarterly	Laboratory ¹
Total coliform	MPN/100mL	Quarterly	Quarterly	Laboratory ¹

¹The analysis will be conducted by a California laboratory certified by the ELAP.

² The analysis will be conducted by field staff in the field with handheld meters that are used in accordance with and calibrated to manufacturer's specifications.

³ Total Nitrogen must be in terms of Nitrate-Nitrite, Total Kjeldahl Nitrogen, and Ammonia.

3) Groundwater Direction and Gradient

Using groundwater elevation data, the Contractor will determine the groundwater flow direction and gradient beneath the facility and present it on a scaled map in each quarterly monitoring report.

EXHIBIT A
Commercial Services—State

F. General Reporting

- 1) The Contractor shall report on any maintenance, repairs, or operational problems that occur throughout the reporting period.
- 2) Caltrans is responsible for maintaining any additions, repairs or replacements to the subsurface disposal systems.
- 3) A description of any operational problem(s) and corrective action(s) taken to address the problem(s).
- 4) The date and quantity of sludge removed from the septic tank. The name of the company removing the material must also be reported, in addition to the name and location of the facility receiving the material. If no sludge is removed, a statement that no sludge was removed must be included in the report.
- 5) Caltrans is required to review the effluent data collected and self-report any violation.
- 6) Caltrans must also review the groundwater data collected and identify any violation of a receiving water limitation.
- 7) A single sample may serve as an arithmetic average for a monitoring period. If more than one sample is collected for averaging purposes during a monitoring period, the result must be used. All data used for averaging sample results must be provided to the Water Board.

6. Reporting Requirements for Honey Lake SRRA

A. General Reporting Requirements

The Contractor must use as a cover letter and certification or a cover letter containing the same information, for all reports provided to the Water Board in connection with the Honey Lake Rest Area Monitoring and Reporting Program.

The Contractor must submit all written communication and monitoring reports via e-mail to the following address lahontan@waterboards.ca.gov. If the report or material is in excess of 50 MB, please submit that information on a disk (CD or DVD) to the Lahontan Regional Water Board Office. The reports or materials should be in a Portable Document Format (PDF) package format.

The groundwater sample data for the quarterly monitoring reports must be uploaded directly to the Geotracker database maintained by the Water Board. Contact the Water Board staff for uploading procedures and compliance assistance.

B. Quarterly Monitoring and Reporting Requirements

The Contractor must provide four quarterly reports per year on the following reoccurring dates, covering the monitoring periods stated below:

Reporting Period	Monitoring Period	Due Date
1st Quarter	Jan 1 - Mar 31	May 1
2nd Quarter	Apr 1 - Jun 30	Aug 1
3rd Quarter	Jul 1 - Sep 30	Nov 1
4th Quarter	Oct 1 - Dec 31	Feb 1

EXHIBIT A
Commercial Services–State

C. Annual Reporting Requirements

The Contractor must submit an annual report by **February 15th** of each year covering the period from January 1 through December 31 of the previous calendar year. The information that must be submitted to complete the report is specified below in **Sections 1** and **2**:

1) Annual Report General Reporting

The Annual Report must include information specified below:

- a) Graphical and tabular presentation of all effluent monitoring data obtained for the previous year.
- b) Graphical and tabular presentation of all groundwater monitoring data obtained for history of the facility (for the constituents and groundwater information described in the MRP **Section 6.E.2** and **6.E.3**, respectively).
- c) The compliance record and corrective actions taken or planned which may be needed to bring the discharge into full compliance with the waste discharge requirements.
- d) Any modification or additions to, or any major maintenance conducted on, the wastewater flow measuring equipment, treatment or disposal facilities during the past year.
- e) The amount of sludge removed and the sludge disposal location(s).

2) Data Analysis Review

- a) The Contractor must produce for acceptance by the Water Board's Executive Officer a procedure to analyze and review the groundwater data annually. The review and analysis may be accomplished by comparing up gradient and down gradient monitoring well data, intrawell statistical analysis, interwell statistical analysis, or other method. The analysis procedure must provide a method to determine if the groundwater data indicates either an improving or degrading trend in the groundwater quality. If the Executive Officer does not provide a written confirmation within 45 days after receiving the procedure, the procedure may be used for the next annual report and may be considered accepted. Any comments issued by the Executive Officer after 45 days may alter the analysis for the next annual report and will require a response by the Contractor.
- b) The Contractor must annually review all the groundwater data collected above in **Sections 6.E.2** and **6.E.3** of the MRP and conduct an analysis on the data pursuant to the procedure previously accepted and approved by the Water Board's Executive Officer. This review should identify any trends regarding constituent concentrations that may be associated with the Facility's discharge.
- c) The Contractor must determine and certify that the groundwater monitoring data has not shown an increase for the monitored constituents. If the certification cannot be provided because an increase is detected, the Contractor is required to notify the Water Board within 5 days of identifying the conditions.

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Commercial Services—State

7. Reporting Requirements for Dunsmuir Grade Commercial Vehicle Enforcement Facility (CVEF)

- A. Location of **Dunsmuir Grade Commercial Vehicle Enforcement Facility (CVEF), Attachment C**
- B. Septic Tank Monitoring

Monitoring of the septic tank shall include the following:

Parameter	Units	Sample Type	Sampling Frequency	Reporting Frequency
Flow Rate	GPD	Metered ¹	Continuous	Annually

¹ Flow rate may be metered or estimated based on potable water supply meter readings or other approved method.

- C. Septic tanks shall be inspected and /or pumped at least as frequently as described below. Inspections of sludge and scum depth are not required if the tanks are pumped at least annually.

Parameter	Units	Measurement Type	Inspection/Reporting Frequency
Sludge depth and scum thickness in each compartment of each tank.	Feet	Staff Gauge	Annually
Distance between bottom of scum layer and bottom of outlet device	Inches	Staff Gauge	Annually
Distance between top of sludge layer and bottom of outlet device	Inches	Staff Gauge	Annually
Effluent filter condition (if equipped, clean as needed)	NA	NA	Annually

- D. Septic tanks shall be pumped by Caltrans when any one of the following conditions exist:
 - 1) The combined thickness of the sludge and scum exceeds one-third of the tank depth of the first compartment;
 - 2) The scum layer is within three (3) inches of the outlet device, or;
 - 3) The sludge layer is within eight (8) inches of the outlet device.
 - 4) If a septic tank is pumped during the year, the pumping report shall be submitted with the annual report. All pumping reports shall be submitted with the next regularly scheduled monitoring report. At a minimum, the record shall include the date, nature of the service, service company name, and service company license number.

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E. Oil/Water Separator Monitoring

1) **Oil/Water Separator and Wastewater Septic Tank Locations, Attachment D**

2) Monitoring of the oil/water separator shall include the following:

Parameter	Units	Sample Type	Sampling Frequency	Reporting Frequency
Flow Rate	GPD	Metered ¹	Continuous	Annually
Volatile Organic Compounds Benzene, Toluene, Ethyl Benzene, total Xylenes and Naphthalene	µg/L	Grab ^{2,4}	Quarterly	Annually
Total Petroleum Hydrocarbons an Diesel, and Oil and grease (TPH- d,TPHog)	µg/L	Grab ^{2,4}	Quarterly	Annually
Total Dissolved Solids	mg/L	Composite ^{2,5}	Quarterly	Annually
Oil/Water Filter (to be changed as needed)			Quarterly	

¹ Flow rate may be metered or estimated based on potable water supply meter readings or other approved method.

² Sample to be taken from the third cell nearest the outlet.

³ Volatile Organic Compounds by EPA Method 8260B. For suggestions on passive diffusion samplers, current as of the adopted date of this order, see: <http://www.itrcweb.org/Guidance/GetDocument?documentID=26>. The Contractor may recommend appropriate alternatives in the annual report.

⁴ Total Petroleum Hydrocarbons as Diesel by EPA Method 8015 modified, and Oil and Grease by EPA Method 1664A.

⁵ High quality field readings based on temperature-compensated specific conductance are acceptable.

3) Discharges from the leach field of the oil/water separator shall not degrade beneficial uses of the underlying groundwater. In the Annual Report, the Contractor shall assess the potential for impacts to groundwater from the oil/separator and recommend further action as appropriate.

F. Leach Field and Surface Water Monitoring

1) The Discharger (CHP & Caltrans Responsibility) shall inspect the leach fields of both the onsite wastewater treatment system (OWTS) and oil/water separator **at minimum weekly** for evidence of pooling effluent, and discharges of wastewater to the surface. The Discharger shall report such evidence to Central Valley Regional Water Quality Control Board staff **within 72 hours** with recommendations for corrective action. In the annual report, The Discharger shall summarize all required corrective actions, and assess adequately of the fields to protect water quality and human health.

2) The Discharger (CHP & Caltrans Responsibility) shall digitally photograph the ephemeral drainage within 50ft of the OWTS leach field **weekly** during the wet season (31 October to 30 April), maintain photographic records at the facility, and report any evidence either of eutrophication or stressed vegetation to Central Valley Water board staff **within 2 weeks of discovery** with recommendations for appropriate surface water sampling and corrective action.

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8. Reporting Requirements for Dunsmuir Grade Commercial Vehicle Enforcement Facility (CVEF)

A. General Reporting Requirements

- 1) The Contractor must include a cover letter which shall accompany each report upon submittal. The letter shall report violations found during the reporting period, and actions taken or planned to correct the violations and prevent future violations. The Transmittal letter shall contain the following penalty of perjury statement and shall be signed by the Discharger or the Discharger's authorized agent:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all that, based on my inquiry of the those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment"

- 2) The Contractor must submit all written communication and monitoring reports in PDF via e-mail to the following address centralvalleyredding@waterboards.ca.gov. Include the Discharger name, facility name, county, and Waste Discharge Identification Number (WDID) in the body of the email. If the report or material is in excess of 50 MB, please submit that information on a disk (CD or DVD) to the Central Valley Regional Water Board Office in Redding.
- 3) In reporting monitoring data, the Discharger shall arrange the data in tabular form so that the date, sample type (e.g., effluent, solids, etc.) and reporting analytical or visual inspection results are readily discernible. The data shall be summarized to clearly illustrate compliance with the General Order and Notice of Applicability (NOA) as applicable. The result of any monitoring done more frequently than required at the locations specified in the MRP shall be reported in the next regularly scheduled monitoring report and shall be included in calculations as appropriate.
- 4) During the life of this General Order, the State Water Board or Regional Water Board may require the Discharger to electronically submit monitoring reports using the State Water Board's California Integrated Water Quality System (CIWQS) program, Internet web site or alternative database. Electronic submittal procedures will be provided when directed to begin electronic submittals. Until directed to electronically submit monitoring reports, the Discharger shall submit hard copies monitoring reports.

B. Annual Reporting Requirements

Annual Reports shall be submitted to the Regional Water Board by **March 1st following the monitoring year**. The Annual Report shall include the following:

- 1) Tabular and graphical summaries of all monitoring data collected during the year.
- 2) An evaluation of the performance of the wastewater treatment facility, including discussion of capacity issues, nuisance conditions, system problems and a forecast of the flows anticipated in the next year. A flow rate evaluation as described in the General Order 2014-0153-DWQ-R5180 located: https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2014/wqo2014_0153_dwq.pdf, shall also be submitted.
- 3) A discussion of compliance and the corrective action taken, as well as any planned or proposed actions needed to bring the discharge into compliance with the NOA and /or General Order.

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- 4) A discussion of any data gaps and potential deficiencies/redundancies in the monitoring system or reporting program.
- 5) The name and contact information for the wastewater operator responsible for operation, maintenance, and system monitoring.

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Commercial Services—State

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor in accordance with the **Price Quote Proposal, Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with the **Price Quote Proposal, Attachment 1**, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number **02A1820**
 - 2) Date(s) of Testing
 - 3) Location of Service
 - 4) Description of Test Conducted
 - 5) Copies of Test Results
- D. Each invoice shall be submitted in triplicate to:
 - Department of Transportation (Caltrans)
 - District 02/ Maintenance
 - Attention: Thomas March
 - 1657 Riverdale Drive, MS-17
 - Redding, CA 96001
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or Designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

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- D. Pursuant to Government Code (GC), Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. Caltrans has the option to terminate the Agreement under the thirty (30) day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to **Exhibit D, 2. B. Termination.**

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, GC, Chapter 4.5, commencing with Section 927.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed **\$77,054.00**
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or its designee up to the total amount set forth in section **4A, above.**

5. Rates

Rates for these services may be found on **Attachment 1** of this document.

6. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

7. Cost Principles

- A. The Contractor agrees that the Cost Principles and Procedures in 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

8. Costs Included in Price Quote Proposal Rates

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments **INCLUDING SALES AND USE TAXES** required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

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Commercial Services—State

- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

9. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by their Subcontractors.
- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, 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 journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a) The information contained in the payroll record is true and correct.
 - b) The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
 - 2) The payroll records, enumerated under **paragraph 1 above**, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax, and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at the Contractor's principal office. Certified payrolls shall be made available as follows:
 - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b) A certified copy of all payroll records enumerated in **paragraph 1 above**, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.
 - c) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
 - d) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1 above**, to the entity that requested the records within ten (10) days after receipt of a written request.
 - e) Any copy of records made available for inspection as copies and furnished upon

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request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.

- f) The Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1 above**, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - g) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1 above**. In the event the Contractor or Subcontractor fails to comply within the ten (10) day period, it shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in paragraph g above, for noncompliance with the provisions of said LABOR CODE Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.
- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or Designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

10. Penalty

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code (LC) Sections 1774 and 1775. In accordance with said LABOR CODE Section 1775, the Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200)

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for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by him or her, or by any Subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.

- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
- 1) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of LABOR CODE Sections 1771, 1775, 1777.5, 1776, 1813 and 1815.
 - 2) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - 3) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to LABOR CODE Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, Caltrans shall notify the Contractor on a public works project within fifteen (15) days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the

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Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

11. State General Prevailing Wage Rates

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
- 1) More than \$25,000 for public works construction or,
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

12. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with Caltrans' Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at: <http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Questions pertaining to predetermined wage rates should be directed to Caltrans' Regional or District Labor Compliance Office. A list of local **Labor Compliance Managers by District/Region** is attached as **Attachment 3**.

13. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than

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eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

14. Employment of Apprentices

- A. Where the prime Agreement is \$30,000 or more, the Contractor and any Subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

EXHIBIT D
Commercial Services–State

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by Agreement shall be decided by the Caltrans Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Caltrans Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor at no cost. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30-day notice to Contractor.

3. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for Subcontractors listed on the **Bidder Declaration, GSPD-05-105, Attachment 2**.
- C. Contractor may only subcontract portions of the work to a qualified DGS-Certified Small Business/Businesses. No work may be subcontracted to any business not certified as a

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Commercial Services—State

Small Business by DGS. Contractor must ensure that the subcontractor(s) is/are DGS certified Small Business/Businesses and have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits and/or certifications, including the DGS Small Business Certification, may be cause for termination per **Exhibit D, Item 2, above**.

- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- E. Any substitution of Subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with GC, Section 8546.7, the Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

5. Non-Solicitation

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6. Reporting Small Business (SB)/Micro Business (MB) and/or Disabled Veterans Business Enterprise (DVBE) Utilization

If SB/MB and/or DVBE Subcontractor participation is a requirement of this Agreement, the Contractor must report the actual amount paid to certified Subcontractors. The Contractor must comply with Government Code Section 14841 and Military and Veterans Code Section 999.5(d) by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. The Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>), to the Caltrans Contract Manager within 60 days from receipt of final payment.

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7. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

Caltrans has established no goals for DVBE participation for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 *et seq.*, which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

8. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to and not a limitation of the Contractor's indemnification obligations contained elsewhere in this Agreement, the Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

9. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code 42649.8 *et. seq.*, if Contractor generates four (4) cubic yards or more of organic waste or commercial solid waste per week, the Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from the Caltrans Contract Manager.

10. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

EXHIBIT D
Commercial Services--State

11. Specific Legal References

Any reference to specific statutes, regulations or other legal authority in this Agreement shall not relieve the Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

12. Equipment Indemnification

- A. The Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

13. Force Majeure

Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

14. Employment of Undocumented Workers

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

EXHIBIT E
Commercial Services–State

ADDITIONAL PROVISIONS

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement **02A1820**.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: Office of Risk and Insurance Management.
- H. Contractor shall include all of its subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverage's and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

A. Commercial General Liability

- 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

EXHIBIT E
Commercial Services—State

Caltrans, State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement.

- 2) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the Caltrans' Contract Manager.

D. Satisfying a Self-Insured Retention (SIR)

All insurance required by this contract must allow, but not require, the State to pay any SIR and/or act as the Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as the Contractor's agent in satisfying any SIR, the Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

In the event the insurance coverages obtained by the Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to the Contractor shall also be available and applicable to the State.

3. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code (CVC) sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit(s) (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in Exhibit A, Scope of Work, and, if CVC sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).
- B. The MCP(s), if any, required for the Contractor's Motor Carriers of Property under CVC sections 34601 and 34620 shall be on file with the Contractor for the duration of this

EXHIBIT E
Commercial Services--State

Agreement. Upon request of the Caltrans Contract Manager or his/her designee, the Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

4. Licenses and Permits

- A. The Contractor shall be licensed in accordance with the laws of the State of California and shall possess:
- 1) All water testing must be performed by a laboratory with a valid **Environmental Laboratory Accreditation Program (ELAP) certification**.
 - 2) If the bidder subcontracts out the laboratory test and analyses portion of this agreement, the subcontractor shall possess a valid **ELAP Certification** with the SWRCB and shall appear on the SWRCB list of **ELAP Certified Laboratories**:

[http://www.waterboards.ca.gov/drinking_water/certlic/labs/documents/elap_certified_all_labs.p df](http://www.waterboards.ca.gov/drinking_water/certlic/labs/documents/elap_certified_all_labs.pdf)
- B. The Contractor shall be an individual or firm qualified to do business in California and shall obtain at his/hers/its expense all licensé(s) and permit(s) required by law for any work under this Agreement.
- C. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- D. If the Contractor is any other business entity, Contractor must be registered and active/in good standing with the California Secretary of State, to the extent applicable.
- E. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. Prohibition of Delinquent Taxpayers

Public Contract Code (PCC) Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the State Board of Equalization or the Franchise Tax Board pursuant to Revenue and Taxation Code sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. PCC Section 10295.4 provides no exceptions to these prohibitions.

6. Interfacing with Pedestrian and Vehicular and Traffic

Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operations of the Contractor's equipment and the protection of the public from injury and damage from such property.

EXHIBIT E
Commercial Services--State

7. Small Business or Disabled Veteran Business Enterprise Certification

- A. Contractor shall maintain its status as a Department of General Services (DGS) certified Small Business (SB)/Microbusiness (MB) or Disabled Veteran Business Enterprise (DVBE), as applicable, throughout the term of this Agreement.
- B. Subcontractor must also maintain its certification with the DGS Office of Small Business & Disabled Veteran Business Enterprise Services as a SB/MB or DVBE, as applicable for the duration of this Agreement.

8. Contractor Registration Program


No Contractor or Subcontractor performing sampling and/or repair services may be awarded this contract, or engage in the performance of this contract, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. A Contractor or Subcontractor performing only the lab testing is exempt from the registration requirement.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
 PRICE QUOTE PROPOSAL
 ADM-1412 (REV. 06/02)

ATTACHMENT 1- Revised

CONTRACTOR'S NAME (Please Print):			CONTRACT NO. 02A1820		
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (Price Per Unit of Measure)	TOTAL (Estimated Quantity X Unit Price)
1	25	Monthly	Inspect effluent disposal area, inspect entire wastewater treatment works and provide urine tank availability at Honey Lake SRRA, as described in Exhibit A, Scope of Work	\$ 467.00	\$ 11,675.00
2	25	Monthly	Effluent Flow Monitoring Rate and Leach Field Discharge Rate Testing at Honey Lake SRRA, as described in Exhibit A, Scope of Work	\$ 467.00	\$ 11,675.00
3	25	Monthly	Effluent Monitoring/Testing at Honey Lake SRRA, as described in Exhibit A, Scope of Work	\$ 802.00	\$ 20,050.00
4	9	Quarterly	Groundwater Monitoring/Testing at Honey Lake SRRA, as described in Exhibit A, Scope of Work	\$ 1,004.00	\$ 9,036.00
5	9	Quarterly	Quarterly Reports for Honey Lake SRRA, as described in Exhibit A, Scope of Work	\$ 1,030.00	\$ 9,270.00
6	2	Annually	Annual Report for Honey Lake SRRA, as described in Exhibit A, Scope of Work	\$ 1,500.00	\$ 3,000.00
7	2	Annually	Septic Tank Monitoring/Testing at Dunsmuir Truck Inspection Facility, as described in Exhibit A, Scope of Work	\$ 224.00	\$ 448.00
8	8	Quarterly	Oil/Water Separator Monitoring/Testing at Dunsmuir Truck Inspection Facility, as described in Exhibit A, Scope of Work	\$ 1,052.00	\$ 8,416.00
9	2	Annually	Annual Reporting for Dunsmuir Truck Inspection Facility, as described in Exhibit A, Scope of Work	\$ 1,030.00	\$ 2,060.00
10	4	Biannual	Glyphosate analyses (as needed) at Honey Lake SRRA, as described in Exhibit A, Scope of Work	\$ 356.00	\$ 1,424.00
				TOTAL THIS PROPOSAL	\$ 77,054.00

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.
 (2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.
 (3) ANY ALTERATIONS, MODIFICATIONS OR CHANGES TO THIS BID PROPOSAL SHEET BY THE PROPOSER SHALL BE GROUNDS FOR BID REJECTION.
 (4) EACH LINE MUST BE BID. PLEASE DO NOT LEAVE ANY UNIT PRICE COLUMN BLANK OR THIS BID WILL BE

77,054.00

 Please Initial

ATTACHMENT 2

State of California—Department of General Services, Procurement Division
 GSPD-05-105 (EST 8/05)

Solicitation Number

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): or None (If "None", go to Item #2)
- b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
 Water Sampling

c. If you are a California certified DVBE:

- (1) Are you a broker or agent? Yes No
- (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
Basic Laboratory, Inc. Contact Person: Nathan Hawley Phone: (530) 243-7234 Fax: (530) 243-7494	2218 Railroad Ave Redding, CA 96001 nhawley@basiclab.com	SB(Micro) No. 1875	Analytical Testing	19%	Yes	N/A

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

ATTACHMENT 2

State of California—Department of General Services, Procurement Division
 GSPD-05-105 (EST 8/05) Instructions

BIDDER DECLARATION INSTRUCTIONS

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- * Microbusiness (MB)
 - * Small Business (SB)
 - * Small Business Nonprofit Veteran Service Agency (SBNVSA)
 - * Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SBNVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDCCertification and Compliance Unit via email at: osdcchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2 If **no subcontractors** are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.
 If **subcontractors will be used**, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

- 2** (continued) Column Labels
- Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.
- Subcontractor Address & Email Address**—Enter the address and if available, an Email address.
- CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SBNVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- * Possesses valid license(s) for any license(s) or permits required by the solicitation or by law.
- * If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- * Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- * Is not listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

- Enter "N/A" if the:
- * Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
 - * Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

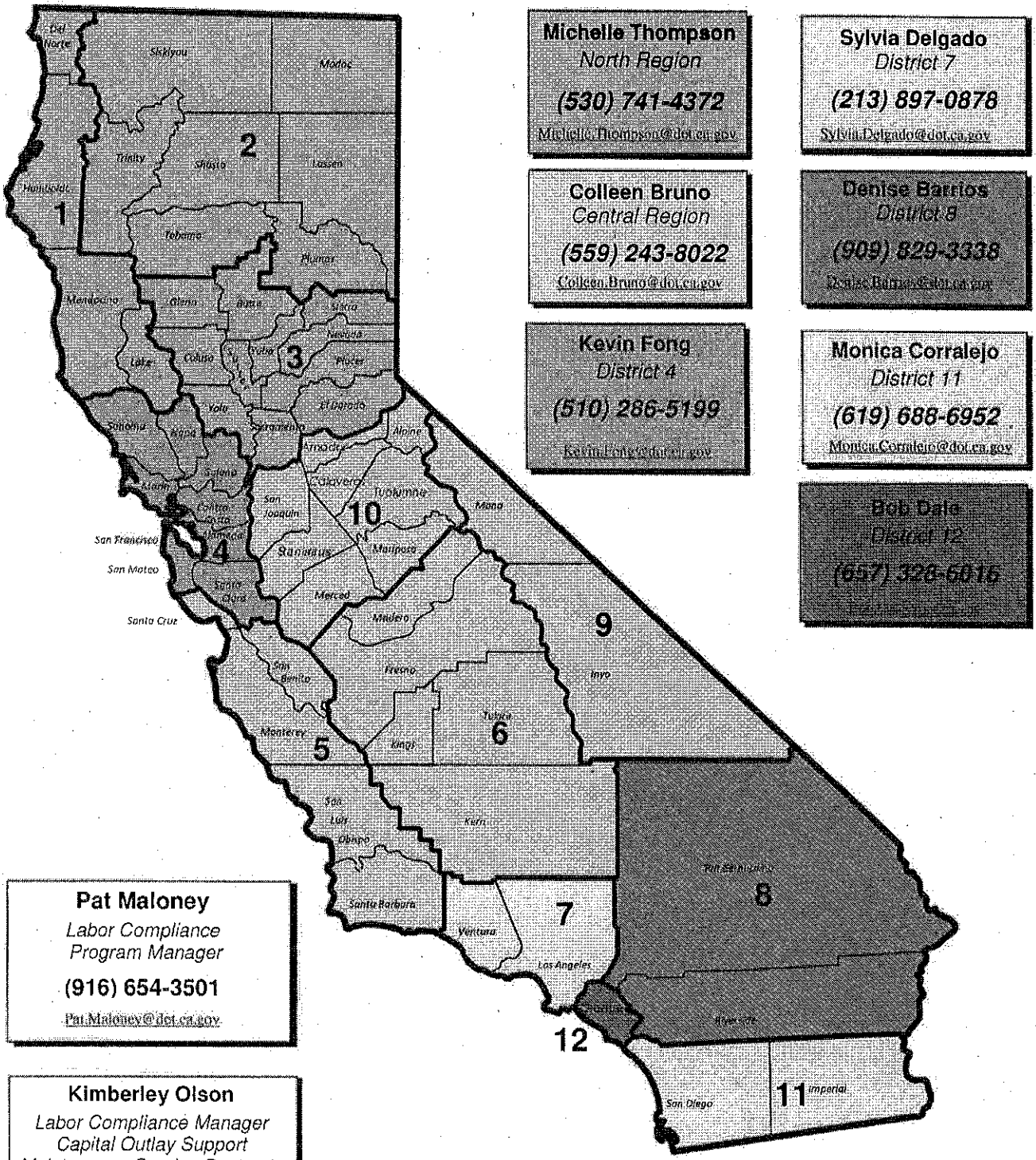
Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

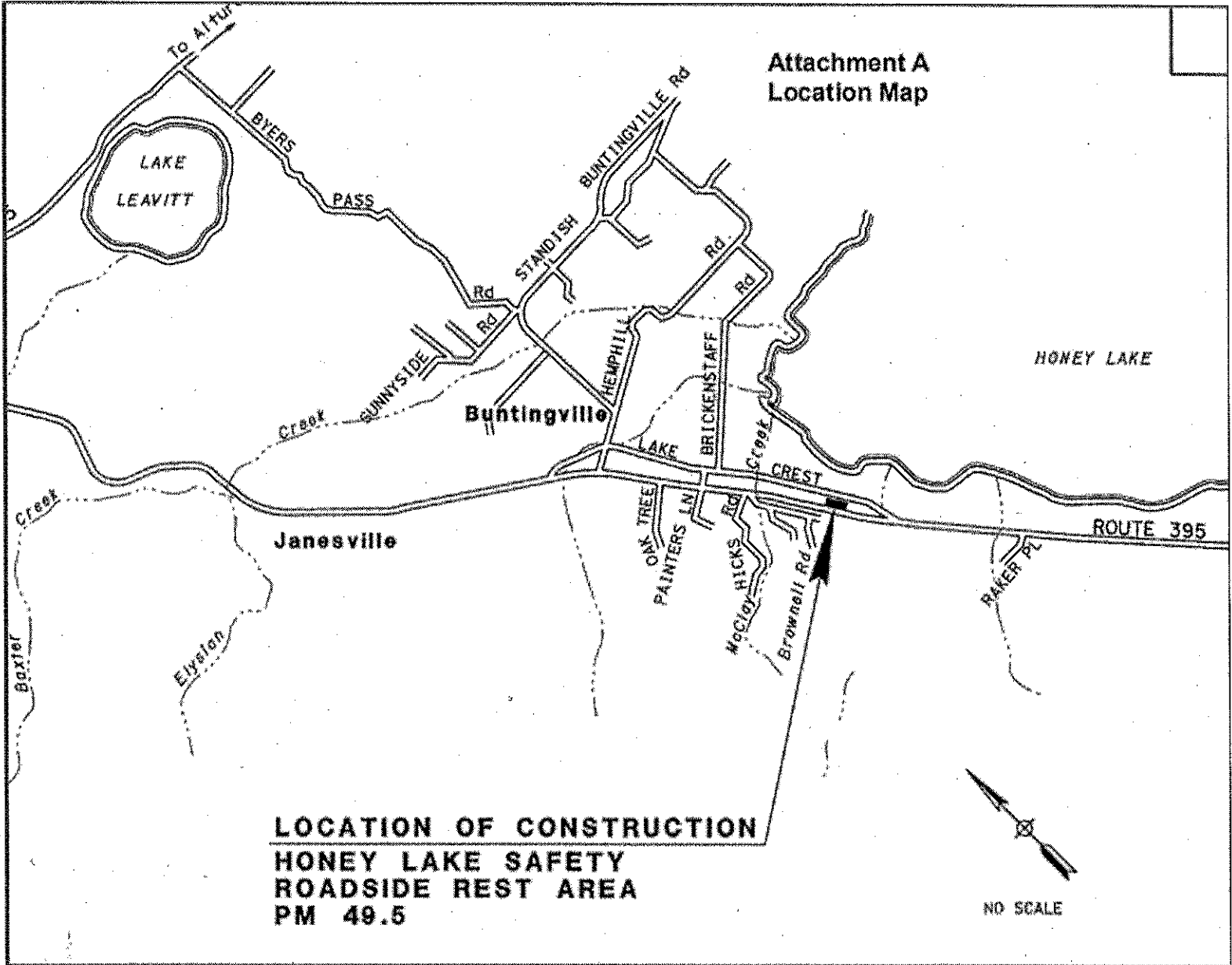
Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT 3

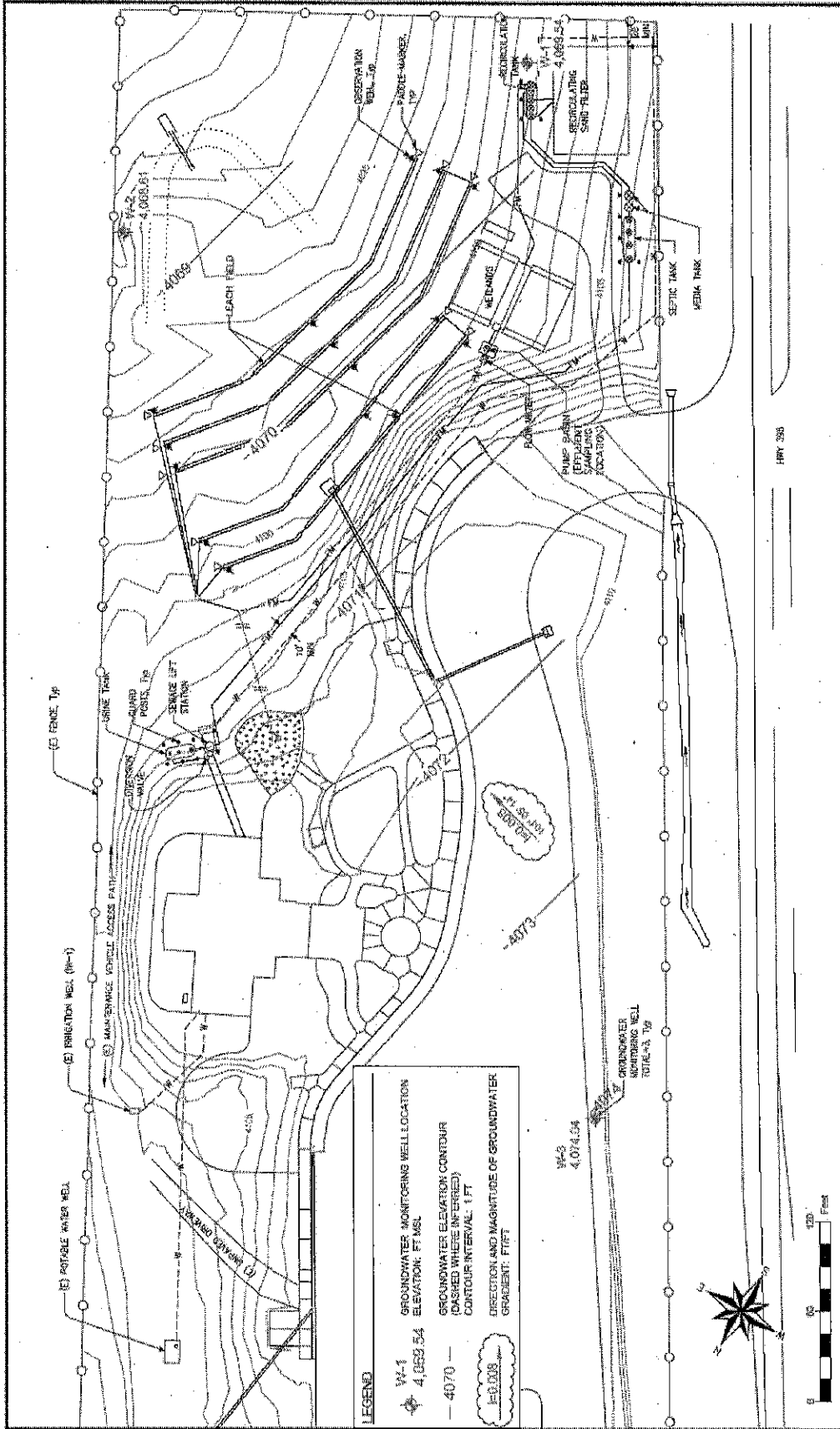
CALIFORNIA DEPARTMENT OF TRANSPORTATION
Labor Compliance Managers by District/Region



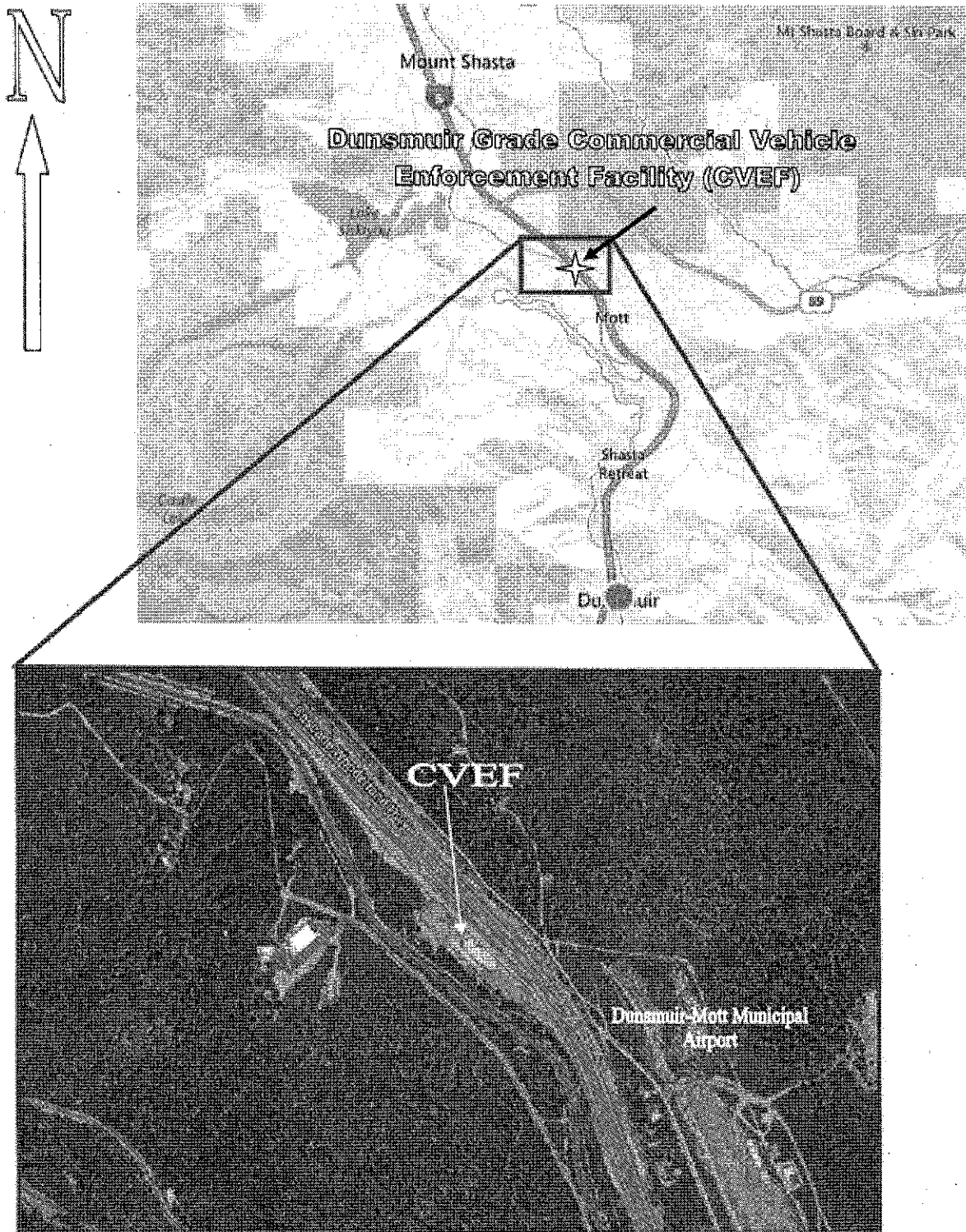
ATTACHMENT A



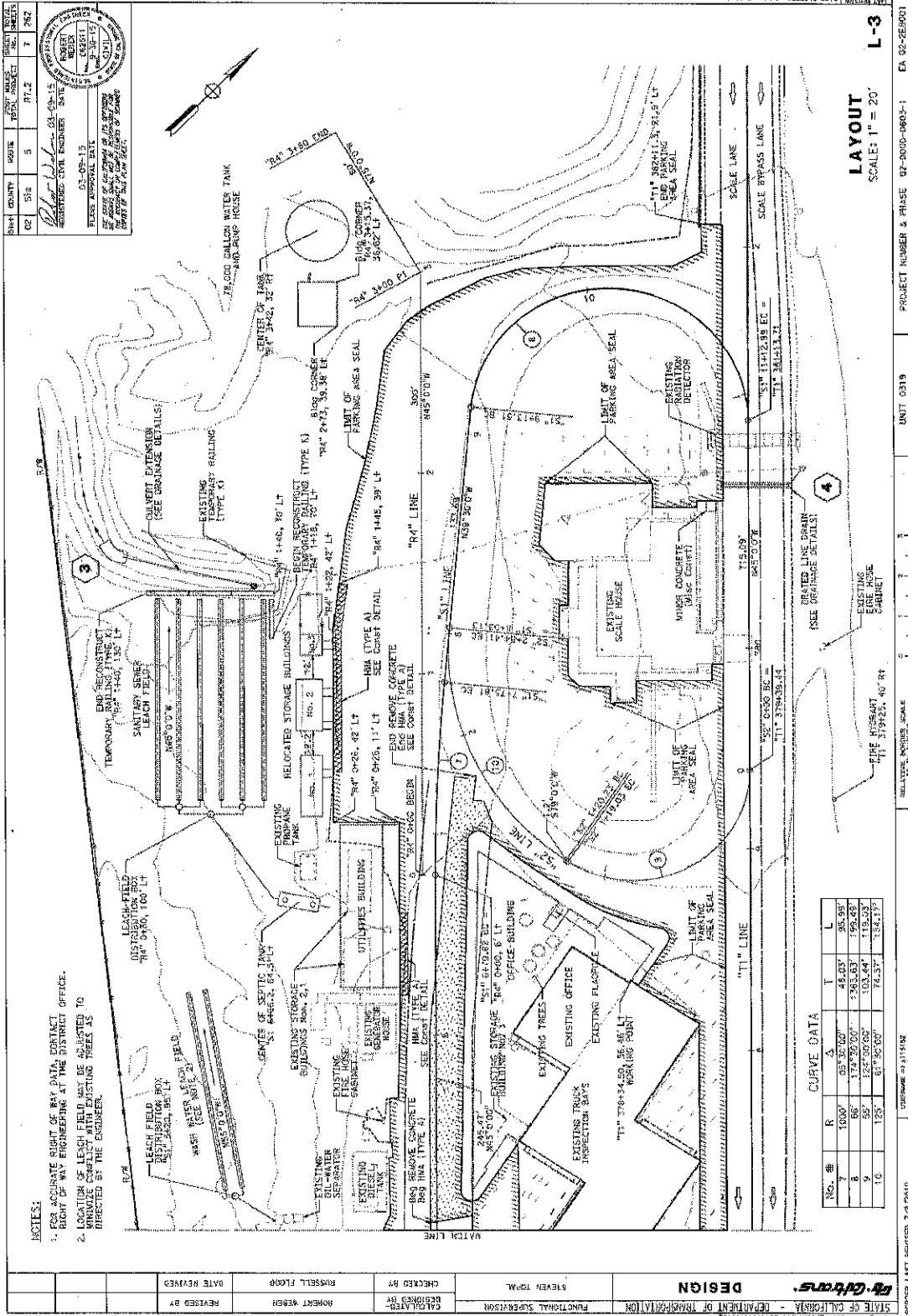
ATTACHMENT B Honey Lake Rest Area Location Honey Lake Rest Area Monitoring Wells W-1, W-2, W-3 and IW-1 Locations



ATTACHMENT C
Location of Dunsmuir Grade Commercial Vehicle Enforcement Facility (CVEF)



ATTACHMENT D
Oil/Water Separator and Wastewater Septic Tank Locations



- NOTES:**
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
 2. LOCATION OF LEACH FIELD MUST BE ADJUSTED TO REFLECT EXISTING TREES AS DIRECTED BY THE ENGINEER.

CURVE DATA

NO.	R	Δ	T	L
7	1000'	35°30'00"	45.05'	95.05'
8	50'	135°00'00"	135.00'	135.00'
9	50'	135°00'00"	135.00'	135.00'
10	100'	65°45'00"	74.37'	134.13'

DESIGN
 FUNCTIONAL SUPERVISOR
 STEVEN TOPM
 CHECKED BY
 RUSSELL FLOOP
 DATE REVIEWED

REVISIONS

NO. COUNTY ROUTE POINT MILEAGE TOTAL MILEAGE

02 515 5 RT-2 7 287

REGISTERED CIVIL ENGINEER STATE OF CALIFORNIA
 03-09-13
 035511
 03-09-13

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 PROJECT NUMBER & PHASE 02-0000-0803-1
 UNIT 0319
 SCALE: 1" = 20'
 L-3

DATE PLOTTED: 11/14/09 11:58 AM
 PLOT FILE: 02-0000-0803-1

Indian Wells
(760) 568-2611
Irvine
(949) 263-2600
Los Angeles
(213) 617-8100
Manhattan Beach
(310) 643-8448



BEST BEST & KRIEGER
ATTORNEYS AT LAW

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com
Tax ID # 95-2157337

Ontario
(909) 989-8584
Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington DC
(202) 785-0600

ANDREA STUEMKY, RCD DISTRICT MANAGER
HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT
170 RUSSELL AVENUE
SUSANVILLE, CA 96130

January 21, 2021
Invoice 895898
AMS
Page 1

INVOICE SUMMARY

For Professional Services Rendered Through December 31, 2020:

Our Matter # 83697.00003
Re: DOW V. HONEY LAKE VALLEY RCD (CASE NO. C091965)

Current Fees:	\$	2,774.00
Current Reimbursable Costs:		<u>29.75</u>
Total Current Billings For This Matter:	\$	2,803.75
Balance from Previous Statement:		85.00
Payments and Other Credits Received:		<u>0.00</u>
Prior Outstanding Balance:		85.00
Total Amount Due:	\$	<u><u>2,888.75</u></u>

INVOICE IS DUE AND PAYABLE UPON RECEIPT

Indian Wells
(760) 568-2611
Irvine
(949) 263-2600
Los Angeles
(213) 617-8100
Manhattan Beach
(310) 643-8448



BEST BEST & KRIEGER
ATTORNEYS AT LAW

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com
Tax ID # 95-2157337

Ontario
(909) 989-8584
Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington DC
(202) 785-0600

ANDREA STUEMKY, RCD DISTRICT MANAGER
HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT
170 RUSSELL AVENUE
SUSANVILLE, CA 96130

January 21, 2021
Invoice 895897
AMS
Page 1

INVOICE SUMMARY

For Professional Services Rendered Through December 31, 2020:

Our Matter # 83697.00002
Re: DOW V. HONEY LAKE VALLEY RCD (CASE NO. C090304)

Current Fees:	\$	335.50
Current Reimbursable Costs:		<u>12.58</u>
Total Current Billings For This Matter:	\$	348.08
Balance from Previous Statement:		119.00
Payments and Other Credits Received:		<u>(119.00)</u>
Prior Outstanding Balance:		0.00
Total Amount Due:	\$	<u><u>348.08</u></u>

INVOICE IS DUE AND PAYABLE UPON RECEIPT