

SEWERAGE COMMISSION – OROVILLE REGION



BOARD OF DIRECTORS MEETING AGENDA

Regular Board Meeting
April 28, 2020 – 5:00 p.m.
SC-OR Boardroom
2880 South 5th Avenue,
Oroville, CA 95965

Board of Directors: Trevor Hatley, TWSD, Chairman
Sue Latulippe, TWSD
David Pittman, City of Oroville, Vice-Chairman
Chuck Reynolds, City of Oroville
Larry Kuehner, LOAPUD
Dee Fairbanks, LOAPUD

SC-OR Staff: Scott Huber, Attorney
Glen Sturdevant, Manager/Superintendent

Materials related to an item on this Agenda submitted to the Sewerage Commission Oroville Region after distribution of the agenda packet are available for public inspection in the SC-OR office at 2880 S. 5th Ave., Oroville, CA 95965 during our normal business hours of 7:30am to 4:00pm.

Posted: April 23, 2021

AGENDA
REGULAR MEETING OF
SEWERAGE COMMISSION – OROVILLE REGION
APRIL 28, 2021

1. Call to Order ❖

2. Roll Call ❖

3. Salute to Flag ❖

4. Acknowledgement of Visitors ❖

Individuals will be given the opportunity to address the Board on matters not scheduled on the agenda. No action will be taken on these matters. Comments on items scheduled on the agenda may be made as the Board considers them. Visitors' comments may be limited to five minutes (Government Code Sec. 54954.3).

5. Board Meeting Minutes ❖

The Board will review the minutes and consider their approval for the regular meeting of March 24, 2021.

6. Safety meeting minutes

The Board will review the minutes and consider their approval for the safety meeting of April 16, 2021.

7. Authorization of Warrants ❖

The Board will review the warrants and take action to approve their payment for the period ending April 28, 2021.

8. Fiscal Reports ❖

The Board will review the fiscal reports for March 2021.

9. Renaming a Guarantor for the SC-OR Credit Card Accounts and/or Applications ❖

The Board will consider naming Glen Sturdevant as the Guarantor on the Bank of America accounts, replacing Scott Koch.

(CONTINUED)

10. **Fiscal Year 2021/2022 Proposed Budget ❖**

The Board will review, discuss, and consider adoption of the proposed budget for fiscal year 2021/2022. Discussion with possible action.

11. **Resolution 04-21—Resolution Establishing District Reserves, and SC-OR Policy No. 3140.**

This resolution updates the various SC-OR restricted fund accounts, which was not amended to include the Regulatory and Capital Account (R&CA) when it was established in 2015 by Resolution 08-15. Policy 3140 has also been amended to reflect the addition of the R&CA. Action requested.

12. **Resolution 05-21— Establishing Monthly Sewer Service Charge Reserves in Unrestricted Account, and SC-OR Policy No. 7140**

Resolution 03-21 was adopted at the March meeting to increase the sewer service charge for fiscal year 2021/2022 according to the rate increase schedule adopted in 2015. Resolution 05-21 is to adopt the service charges for fiscal years 2022/2023 in the amounts of \$19.85 per EDU per month, and \$23.85 per EDU per month for 2023/2024, following the same schedule. SC-OR Policy No. 7140 has been updated accordingly. Action requested.

13. **Provost and Pritchard Contract Amendment for SRF Application**

Provost and Pritchard has submitted a contract amendment request for the preparation of the SRF (State Revolving Fund) Loan Application not to exceed \$48765.00. Action requested.

14. **Jacobs Engineering Construction Management Proposal for Primary Pump Station (T.O. #37)**

Jacobs Engineering has submitted a Scope of Work to perform engineering services and project management during construction of the new influent pump station for a total cost of \$746,270. The board will also consider authorizing Manager Sturdevant to sign the contract, if approved. Action requested.

15. **Jacobs Engineering Contract Amendment No. 3 for Plant Upgrade**

The board will consider approving the contract amendment no. 3 for task order #34 with Jacobs Engineering for providing design engineering services to SC-OR on the plant upgrade design project for an amount not to exceed \$81,700. The board will also consider authorizing Manager Sturdevant to sign the contract amendment. Action requested.

(CONTINUED)

- 16. Attorney's Report (All items may be subject to Board action) ❖**
- 17. Manager's Report (All items may be subject to Board action) ❖**
- 18. Visitor's Comments ❖**
- 19. Commissioner and Staff Comments ❖**
- 20. Adjournment ❖**

The Chairman will adjourn the meeting to the next regular Board meeting to be held on May 26, 2021 at 5:00 p.m.

Manager's Report

To the SC-OR Commissioners by Glen Sturdevant

on April 23, 2021

Operations & Maintenance

There were no major operational or maintenance issues this month at the plant.

Draft Budget

I will have a draft of the proposed fiscal year 2021/22 budget for you at the meeting; The board will review the draft, and then consider adoption of the budget.

Resolution 04-21 and SC-OR Policy No. 3140

This resolution and policy update the various SC-OR restricted fund accounts. The Regulatory and Capital Account (R&CA) was never added to the restricted accounts resolution, nor to corresponding SC-OR policy 3140, when it was established in 2015. Resolution 04-21 adds the R&CA to the restricted fund accounts and eliminates the Equipment and Facilities Fund account. Policy 3140 was updated to reflect these changes.

Resolution 05-21 and SC-OR Policy No. 7140

In order to complete the SRF application for the upgrade SC-OR needs to have a resolution showing the entire rate structure that was approved by the board previously. I have included the rate structure that was approved by the board in your packets.

Contract Scope Adjustment No. 1 for Funding Research and Application Work Done by Provost and Pritchard

The engineering firm of Provost and Pritchard is requesting an amount not to exceed \$48,765.00 to finish the SRF (State Revolving Funds) loan application and all associated and required documents.

Jacobs Construction Management Proposal for Primary Pump Station

Jacobs submitted a quote for engineering services and construction management for the construction of the new Influent Pump Station for an amount not to exceed \$746,270.00.

Jacobs Contract Amendment No. 3 to Task Order No. 34 Wastewater Treatment Plant Upgrade Final Design

Jacobs Engineering is requesting an amendment to task order No. 34. There are five potential design features that need additional engineering. The Board is requested to consider adding all, some or none of the new design features. I have included a cost per design feature, and have ranked them based upon my recommended prioritization.

The order of Importance and Cost Breakdown:

BWW Evaluation, Tank Demo	\$19,748
Road/Site Civil work	\$ 4,224
Enclose Blower Building	\$14,872
Enclose Thickener Building	\$ 7,587
Women's Locker Room	\$31,028
PM for the above work	<u>\$ 4,241</u>
Total not to exceed	<u>\$81,700</u>

MINUTES OF THE REGULAR MEETING OF THE SEWERAGE COMMISSION - OROVILLE REGION

(Held at the Commission office on March 24, 2021 at 5:00 p.m.)

1. Call to Order ❖

Chairman Hatley called the meeting to order at 5:00 p.m.

2. Roll Call ❖

Present were Commissioners Fairbanks and Kuehner from the Lake Oroville Area Public Utility District, Pittman and Reynolds from the City of Oroville, and Hatley and Latulippe from the Thermalito Water and Sewer District. Staff present was Manager Sturdevant, Environmental Compliance Manager Salsi and Temporary Assistant to the Manager Sousa.

3. Salute to the Flag ❖

Commissioner Hatley led Commissioners and staff in the salute to the flag.

4. Acknowledgment of Visitors ❖

None

5. Board Meeting Minutes of the Regular Meeting held on February 24, 2021.❖

Upon motion by Commissioner Kuehner to approve the minutes of the meetings, and second by Vice-Chair Pittman, the minutes of the February 24, 2021 meeting were unanimously approved.

6. Employee Safety Meeting Minutes (March 12, 2021).❖

Manager Sturdevant said that one of our newest operator's, Chis Wright, has heavy equipment experience, so he led the employee safety meeting on heavy equipment safety. A motion was made by Chairman Hatley, seconded by Commissioner Fairbanks, the minutes of the March 12, 2021 meeting were unanimously approved.

7. Authorization of Warrants ❖

Chairman Hatley met with Manager Sturdevant and reviewed the warrants, and having found everything to be in order made a motion to approve warrants 26626-26668 in the total amount of \$179,607.93 from February 22, 2021 to March 24, 2021, including Commissioner fees and electronic fund transfers. The motion was seconded by Commissioner Kuehner, and the warrants were unanimously approved and ordered paid.

8. Fiscal Reports ❖

Manager Sturdevant reported that the fiscal reports for February 2021 were in the packets for review. There were no questions and nothing further to report.

Chairman Hatley moved item #11, Contract Scope Adjustment No. 1 for Funding Research and Application Work Done by Provost and Pritchard, to be Discussed and Considered at this time. See notes under Item #11.

9. Jacobs General Consulting Services, T.O. #36, WIFIA Funding Search ❖

Manager Sturdevant recommends that we wait on addressing this until we make a decision on the Provost and Pritchard issue (item #11). A lot of the work that will be done on the WIFIA is the same as the work that has been done on the SRF application. Chairman Hatley asked what the funding would be for. Manager Sturdevant said that the funding would be for the same project as the SRF funding, but WIFIA funding is much quicker than the SRF funding. The City of San Mateo has been on the approved SRF funding list for five years and still has not received any funding. WIFIA funding only provides 49% of the project cost, but the turn-around time for funding is about 1½ years. It was Board consensus that we table item #9 until a decision is made on item #11. This item will also be addressed at the special meeting.

10. General Consulting Services Contract Amendment with Jacobs General Consulting Services (T.O. #20) for an Amount Not to Exceed \$20,000. ❖

Manager Sturdevant stated that Jacobs is used for in-house engineering projects, such as capacity studies. This is an account for non-specific engineering costs. Vice-Chair Pittman said that when monies are spent on engineering items, we need to inform the Commissioners what account the monies are coming from.

A motion was made by Vice-Chair Pittman to approve the amendment to the general consulting services contract with Jacobs Engineering for an amount not to exceed \$20,000. The motion was seconded by Chairman Hatley, and passed by unanimous consent.

11. Contract Scope Adjustment No. 1 for Funding Research and Application Work done by Provost and Pritchard ❖

Manager Sturdevant said he spoke with Ken Shuey to try to get better information on what Provost and Pritchard (P&P) spent the extra money on that he is requesting. Ken stated he had attended meetings to research funding at the direction of the Board. Manager Sturdevant said he was unable to find in past minutes where he was directed to attend various meetings. We have received the environmental documents this month from Ken that are needed for the application. Ken is approximately 85% complete with this project. He has not input much of the information into the SRF website. Attorney Huber said that Ken itemized the additional work that they provided; the contract is really an open-ended contract. It puts a cap on the amount of the contract, but doesn't

necessarily put a cap on the cost to obtain the final product. The emails that were sent from Provost & Pritchard suggesting that they would need more money would constitute as their notice that they will exceed the budget. There are only two options: 1) Engage Provost & Pritchard to finish the job, and tighten up the language so there is a set cost to get a finished product or, 2) Send the work to someone else to complete, which will probably cost more. Attorney Huber said we don't have the legal basis to tell P&P that SC-OR will not pay them anymore but demand they finish the product.

Vice-Chair Pittman said that in the contract P&P has a proposed fee schedule and the tasks identified. It would seem reasonable if they have an overage that the billing would have some relationship to the proposed fee schedule. Chairman Hatley said that he is concerned that with the soured relationship; he wonders if we will get the best quality of work, or if it is better to cut our losses and give the work to someone else to complete. Manager Sturdevant tried to get a quick quote from Jacobs as to what it would cost for them to complete this application, but doesn't think he got a firm number from them.

Commissioner Kuehner stated that if we go to another firm, the new firm may not guarantee any work that has been done by P&P, and it might be very costly. His opinion is that we issue a new contract with Provost and Pritchard to finish the work, and have a solid fee and everything itemized.

Chairman Hatley asked if the Board wants to go the route of creating a new contract with P&P to complete this project, or go with another engineering firm to complete the work. Attorney Huber said a contract should state they will guarantee the final product at the specified cost. Manager Sturdevant said that he is torn because he doesn't take lightly spending more of rate-payers money by moving this project to another firm.

The Board consensus was Attorney Huber will contact Provost and Pritchard to firm up the exact scope of work that is left to finish the project, and what the dollar amount will be. A special board meeting will be scheduled once information is confirmed.

12. Amendment to Board Policy 2800, General Provisions ❖

Manager Sturdevant said that he is asking to increase the yearly boot reimbursement allowance for the operators from \$100 to \$200 annually. The last time this policy was address was in 1990.

A motion was made by Chairman Reynolds to approve the amendment to Policy 2800, General Provisions, increasing the boot allowance from \$100 to \$200 annually. The motion was seconded by Commissioner Kuehner, and passed by unanimous consensus.

13. Resolution 03-21 (Establishing Monthly Sewer Service Charge) ❖

Manager Sturdevant stated that on February 27, 2019 the Board approved option #4 for rate increases annually through 2023/2024 to put SC-OR in a position to take care of the upgrade with a loan along with operating costs. Generally, this is considered at the June meeting, but we are presenting a budget next month and he felt it made more sense to bring it to this meeting prior to a vote on the budget.

A motion was made by Chairman Hatley to adopt Resolution 03-21, Establishing the Monthly Sewer Service Charge for the amount of \$17.85/month for fiscal year 2021/2022. The motion was seconded by Commissioner Reynolds, and passed by the following votes: Reynolds – Yes, Hatley – Yes, Kuehner – Yes.

14. Request to Purchase Rotary Lobe Sludge Pump Replacement Parts Kits ❖

Manager Sturdevant said that SC-OR has two rotary lobe sludge pumps in our primary pump station that have wearable parts. The pumps are due for maintenance, so he is requesting to purchase two parts kits, one to use for preventative maintenance on a pump, and one to keep on the shelf for emergencies. We do most of our maintenance in-house, and these parts kits will come out of our plant maintenance account.

A motion was made by Commissioner Kuehner to authorize the purchase of two rotary lobe sludge pump replacement part kits for a total amount not to exceed \$12,700. The motion was seconded by Commissioner Reynolds, and passed by unanimous consensus.

15. Attorney's Report ❖

Attorney Huber reported that he has copies of the board policies and personnel rules and regulations, and has a paralegal working on those. He expects this project to take several months, but will stay within the budget allocated for legal services.

16. Manager's Report ❖

Manager Sturdevant reported that SC-OR completed two rounds of interviews for the advertised O-I-T, Grades I, II or III position. He and Mikah conducted the first round of interviews, then had our two Grade III Operators sit in on the second round of interviews. They were all in agreement on the first and second candidates, so the job was offered to a local man, Joe Battaglia, who accepted the position and will begin work on April 1st. Both Joe and the second candidate, Travis, work in emergency medical services. He will ask to hire the second candidate with the adoption of the 2021/2022 budget, option 1, if approved.

Interviews for the SC-OR lead operator were conducted. Manager Sturdevant invited the managers from TWSD, LOAPUD, and Dawn from the City, to sit in on the interviews, and Jayme Boucher of TWSD and Scott McCutcheon of LOAPUD accepted. They were impressed by both of our candidates, but agreed with his and Mikah's recommendation to offer the position to Mitch Maxwell, our senior operator. Mitchell will

begin in that capacity on April 1st. Both of our Grade III operators are very qualified. Manager Sturdevant feels that our other grade III operator, Matthew Chavis, has skills that will serve SC-OR better in a different capacity.

Chairman Hatley said he is all for hiring a second O-I-T. He asked if these new hires will keep their EMT certificates up. Manager Sturdevant said he did not ask them that question, but Chairman Hatley expressed that the Board would encourage them to maintain their certificates at SC-OR's expense.

It was the consensus of the board to consider Option 1 of the budget proposals with the inclusion of hiring a second O-I-T at the new fiscal year. Manager Sturdevant asked that the commissioners review the budget and come back with any questions at the April meeting. Hopefully we can get the budget adopted then.

LAFCO is going to start an MSR project, and Manager Sturdevant asked if he could have Ray Sousa attend those meeting with him. Ray has been through an MSR, so he has experience with it, and SC-OR was the lead agency in the last study when Ray was manager. It was the consensus of the board to allow him to help with this project.

17. Visitor Comments ❖

None

18. Commissioner and Staff Comments ❖

Assistant to the Manager Sousa said that his time at SC-OR is winding down. He feels Manager Sturdevant, Plant Supervisor Salsi and himself accomplished a lot in the time they spent together.

Commissioner Pittman reported that he serves on the Housing Authority Board as a Commissioner, and with the projects going forward, in the next 3-5 years we will have half a billion dollars of new residences in this county.

19. Adjournment ❖

There being no further business, the meeting was adjourned at 6:28 p.m. to the regular meeting scheduled on April 28, 2021 at 5:00 p.m.

Respectfully submitted,



GLEN E. STURDEVANT, CLERK

MINUTES OF THE EMPLOYEE SAFETY MEETINGS FOR THE SEWERAGE COMMISSION – OROVILLE REGION

(Held at the Plant on April 16, 2021)

On Friday, April 16, 2021, safety training was held. In attendance were: Plant Supervisor Mikah Salsi, Lead Operator Mitch Maxwell, Plant Operators Matt Chavis, Josh Sorenson and Chris Wright, and OIT Joe Battaglia.

Operator Matt Chavis, who led the meeting, called the meeting to order at 2:20 p.m. He opened with showing video: *Heat Stress Training*. Discussion was held on heat experiences, taking breaks, awareness on symptoms, and staying hydrated.

A booklet, *Heat Stress, Code Red*, was reviewed and all employees present took the quiz at the back of the booklet.

The Safety Data Sheet on Type S Hydrated Lime was given to the employees. Discussion was held regarding the PPE's and safety hazards associated with Hydrated Lime.

Plant Supervisor Salsi asked employees if there were any safety concerns or needs. Joe Battaglia asked for rain gear, and Mikah said that they will be ordered. It was mentioned that a new chain for the hoist is needed at RCPS. The employees asked if SC-OR would provide water service and/or Squenchers/Electrolite replacement drinks. Mikah said he would look into this.

The meeting was adjourned at 3:13 p.m.

SEWERAGE COMMISSION - OROVILLE REGION
BUDGETARY SUMMARY - FISCAL YEAR 2020/2021

DESCRIPTION	Adopted Budget 2020/21	Expended This Month	Expended Through 03.31.2021	Balance of Funds Remaining	Time Left 25%
SALARIES & WAGES	740,900	44,375.35	536,583.48	204,316.52	28%
EMPLOYEE BENEFITS	577,966	27,320.97	475,090.08	102,875.92	18%
COMMISSIONERS' FEES	43,200	3,600.00	32,400.00	10,800.00	25%
CMSNRS FICA & MEDICARE	3,306	275.40	2,478.60	827.40	25%
GAS, OIL & FUEL	19,000	642.33	15,623.10	3,376.90	18%
INSURANCE	67,000	0.00	66,586.04	413.96	1%
MEMBERSHIPS	8,850	0.00	7,811.00	1,039.00	12%
OFFICE EXPENSES	8,500	232.96	4,484.92	4,015.08	47%
OPERATING SUPPLIES	145,700	21,871.30	96,090.86	49,609.14	34%
PROFESSIONAL SERVICES	144,200	6,295.88	93,231.88	50,968.12	35%
PRINTING & PUBLICATIONS	3,000	0.00	290.00	2,710.00	90%
REPAIRS & MAINTENANCE	115,000	9,626.77	60,332.47	54,667.53	48%
BIOSOLIDS DISPOSAL	35,000	0.00	9,086.00	25,914.00	74%
MONITORING & COMPLIANCE	70,000	2,894.13	32,015.39	37,984.61	54%
TRAINING & MEETINGS	8,000	104.64	2,703.11	5,296.89	66%
UTILITIES	389,650	32,565.99	320,920.93	68,729.07	18%
TOTAL OPERATING EXP.	2,379,272	149,805.72	1,755,727.86	623,544.14	26%
Engineering Fees	6,295.88				
Legal Fees	0.00				
Auditing Fees	0.00				
Permits	0.00				
Miscellaneous	0.00				
	<u>6,295.88</u>				

SEWERAGE COMMISSION - OROVILLE REGION

REVENUE SUMMARY - FISCAL YEAR 2020/2021

DESCRIPTION	Received This Month	Received Through 03.31.21	Unrestricted Funds	Restricted W.C.R.F. Funds	Regulatory & Capital Acct. Funds	Restricted Cap. Outlay Funds	Restricted Annl. M&O Funds	Restricted Fines&Pen. Funds
SERVICE CHARGES	0.00	1,037,957.20	1,037,957.20			100,000.00		
SEPTAGE DUMPERS	7,768.04	65,313.66	65,313.66					
EX. PEAK FLOWS	0.00	0.00				0.00		
EX. MO. FLOWS	0.00	0.00	0.00					
OTHER AGENCIES	0.00	7,822.65	7,822.65					
RFC CHARGES	0.00	365,090.00				365,090.00		
INTEREST	14,626.35	64,470.19	15,262.50	3,535.79	9,022.24	36,609.26	0.00	40.40
RCA (Regulatory & capital acct)	0.00	582,555.75			582,555.75			
WCRF	0.00	38,837.05		38,837.05				
TOTALS	22,394.39	2,162,046.50	1,126,356.01	42,372.84	591,577.99	501,699.26	0.00	40.40

**SEWERAGE COMMISSION - OROVILLE REGION
ACTIVE & INACTIVE CASH - MONTHLY RECAP
FISCAL YEAR 2020/2021**

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Cash - Unrestricted	3,510,187.23	3,203,418.31	3,104,132.80	3,452,922.37	3,410,990.43	3,219,385.08	3,869,412.40	3,174,102.31	1,810,853.65			
Cash - Restricted												
WCRF	731,544.10	731,544.10	733,078.69	733,927.56	733,927.56	735,093.16	750,779.93	750,779.93	751,615.53			
R&CA	1,902,537.87	1,902,537.87	1,905,884.12	2,195,565.12	2,195,565.12	1,129,933.01	1,418,032.06	1,398,645.86	2,460,490.54			
Cap. Outlay	7,475,728.68	7,414,264.65	7,288,621.51	6,928,708.16	6,928,708.16	7,761,529.36	7,763,188.86	7,922,930.86	8,065,207.76			
Annl. M & O	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00			
Fines&Pen	8,422.72	8,422.72	8,440.27	8,440.27	8,440.27	8,453.76	8,453.76	8,453.76	8,463.12			
TOTAL CASH	13,928,420.60	13,560,187.65	13,340,157.39	13,619,563.48	13,577,631.54	13,154,394.37	14,109,867.01	13,554,912.72	13,396,630.60	0.00	0.00	
INTEREST ALLOCATED:												
Unrestricted			7,043.74			5,328.32			2,890.46			
Reserve/WCRF			1,534.59			1,165.60			835.60			
Reserve/CO			16,182.81			11,092.05			9,334.40			
Reserve/M&O			17.50			13.49			9.36			
Reserve/F&P			3,991.25			3,474.45			1,556.54			
Reserve/RCA												
CONSISTING OF:												
Checking Account	439,984.78	21,751.83	70,951.63	420,357.72	31,422.78	33,188.61	992,587.35	27,633.06	19,724.59			
L.A.I.F. Account	13,488,435.82	13,538,435.82	13,269,205.76	13,199,205.76	13,546,208.76	13,121,205.76	13,117,279.66	13,527,279.66	13,376,906.01			
TOTAL CASH	13,928,420.60	13,560,187.65	13,340,157.39	13,619,563.48	13,577,631.54	13,154,394.37	14,109,867.01	13,554,912.72	13,396,630.60	0.00	0.00	
% of Funds Invested	96.84%	99.84%	99.47%	96.91%	99.77%	99.75%	92.97%	99.80%	99.85%	#DIV/0!	#DIV/0!	

Sewerage Commission - Oroville Region

Bank Reconciliation - Bank of America

Fiscal Year Ended 30 June 2020

BALANCE PER BANK

Ending Balance on Bank Statement	31-Mar-21	58,093.99
Less Outstanding Warrants		(38,369.40)
Equals Adjusted Bank Balance at	31-Mar-21	<u>19,724.59</u>

BALANCE PER BOOKS

Beginning Prior Checkbook Balance	1-Mar-21	<u>27,633.06</u>
Deposits		173,068.82
Less Warrants Written		(147,582.90)
Less Net Payroll Warrants		(33,394.39)
Equals Adjusted Checkbook Balance	31-Mar-21	<u>19,724.59</u>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	SEWERAGE COMM OROVILLE REGION
Account Number	70-04-001

As of 04/15/2021, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2021.

Earnings Ratio		.00001214175683392
Interest Rate		0.44%
Dollar Day Total	\$	1,204,632,134.80
Quarter End Principal Balance	\$	13,362,279.66
Quarterly Interest Earned	\$	14,626.35

RESOLUTION 04-21

SEWERAGE COMMISSION – OROVILLE REGION RESOLUTION ESTABLISHING DISTRICT RESERVES

WHEREAS, the Sewerage Commission – Oroville Region established and maintains various restricted fund accounts that include the:

- a) Wastewater Capital Reserve Fund (WCRF)
- b) Regulatory and Capital Account (R&CA)
- c) Capital Outlay Fund
- d) Annual Maintenance and Operational Fund
- e) Fines and Penalties Fund; and

WHEREAS, the Sewerage Commission – Oroville Region desired to accumulate funds to assist in financing future facility expansions and betterments to ensure the Commission can accommodate the increasing needs of the Oroville Community, at all times, by maintaining sufficient capacity; and

WHEREAS, the costs associated with plant expansions and betterments continue to increase and have the potential to impose a severe financial hardship on the Commission; and

WHEREAS, the operating facilities of the Sewerage Commission – Oroville Region may require certain modifications and betterments, at any time, to comply with future regulatory requirements; and

WHEREAS, the Sewerage Commission – Oroville Region desires to maintain a prudent operating reserve that can be utilized for unexpected costs including, but not limited to, governmental regulatory mandates, unanticipated legal and litigation fees and/or assessed penalties and fines that were not contemplated during the normal budgetary adoption process; and

NOW THEREFORE, BE IT RESOLVED as follows:

- 1) The Sewerage Commission – Oroville Region established and maintains the following reserves:
 - a. Wastewater Capital Reserve Fund Reserve
 - b. Regulatory and Capital Account
 - c. Capital Outlay Reserve
 - d. Maintenance & Operational Reserve
 - e. Fines & Penalties Reserve
- 2) The Wastewater Capital Reserve Fund (WCRF) reserve functions as a replacement fund of equipment and betterments. The WCRF receives a portion of quarterly sewer service charges as approved by the Board of Commissioners.
- 3) The Regulatory and Capital Account (R&CA) reserve functions as a source of funding in order to prepare for facility upgrades necessary to meet regulatory requirements. The R&CA receives a portion of quarterly sewer service charges as approved by the Board of Commissioners.
- 4) The Capital Outlay reserve is used to accumulate, maintain, and provide resources for new equipment, betterments, upgrades, and/or facility expansions. Expenditures that represent both a replacement and improvement may be acquired through the Capital Outlay reserve at the discretion of the Manager/Superintendent as approved by the Board of Commissioners. All Regional Facility Charges (RFC's) are deposited into the Capital Outlay Reserve. The solar array internal financing payments are deposited into this reserve. Investment earnings received on the funds held in the Capital Outlay reserve will accrue to the reserve. In addition, with approval of the Board of Commissioners, the Capital Outlay reserve can increase by transferring such other unreserved amounts that the Manager/Superintendent deems prudent based on management's assessment of the Commissions operational needs.
- 5) The Maintenance & Operational Reserve's primary purpose is to provide resources for expenses that were not anticipated by the Commissions' annual budget so as to provide a buffer between unexpected costs and user fees. The Board of Commissioners must approve all expenditures of Maintenance & Operational reserve funds. The reserves are limited to an accumulated balance of \$300,000. The reserve balance currently in excess of \$300,000 will be transferred to the Capital Outlay reserve. Investment earnings of amounts held in the Maintenance & Operational

reserve will accrue to the reserve until the \$300,000 limit is met, whereupon the earnings will accrue to the Capital Outlay reserve. Should the reserve balance decrease below \$300,000, management can, with Board of Commissioners' approval, transfer such unreserved amounts as is prudent to replenish the depleted reserve. No unreserved amounts will be transferred to the Capital Outlay reserve, under paragraph (4), until and unless the Maintenance & Operational reserve is at the maximum balance.

- 6) The Fines & Penalties reserve was been established to account for the collection and authorized use of industrial pretreatment fines assessed by the Commission.

PASSED AND ADOPTED this 28th day of April 2021, at the regular meeting of the Sewerage Commission - Oroville Region, duly noticed and conducted in the SC-OR offices, by the following vote:

AYES:

NOES:

ABSTAINING:

Trevor Hatley, Chairman

ATTEST:

Glen E. Sturdevant, Clerk

BOARD POLICY

Sewerage Commission - Oroville Region

TITLE: Establishing District Reserves
ADOPTION DATE: 26 May 1993

NUMBER 3140
AMENDMENT DATE: 28 April 2021

The regulations contained herein regarding defining which accounts and funds shall be restricted for the use of identified purposes for the Sewerage Commission - Oroville Region were enacted by Resolution 04-04 and updated by Resolution 04-21.

1. The Sewerage Commission – Oroville Region established in May 1993 (Resolution 03-93) and maintained various restricted fund accounts that included:
 - a. Wastewater Capital Reserve Fund (WCRF)
 - b. Capital Outlay Fund
 - c. Equipment and Facilities Fund
 - d. Annual Operational and Maintenance Fund
2. In June 2004 the restricted account for Fines and Penalties account was added, and the Equipment and Facilities Fund was eliminated (Resolution 04-04).
3. In November 2015 the restricted account for Regulatory and Capital Account was added (Resolution 08-15).
4. The Sewerage Commission – Oroville Region desires to accumulate funds to assist in financing future facility expansions and betterments to ensure the Commission can accommodate the increasing needs of the Oroville Community, at all times, by maintaining sufficient capacity.
5. The costs associated with plant expansions and betterments have continued to increase and have the potential to impose a financial hardship on the Commission.
6. The operating facilities of the Sewerage Commission – Oroville Region may require certain modifications and betterments, at any time, to comply with future regulatory requirements.
7. The Sewerage Commission – Oroville Region also desires to maintain a prudent operating reserve that can be utilized for unexpected costs including, but not limited to, governmental regulatory mandates, unanticipated legal and litigation fees and/or assessed penalties and fines that were not contemplated during the normal budgetary adoption process.

NOW THEREFORE, BE IT RESOLVED as follows:

- 1) The Sewerage Commission – Oroville Region established and maintains the following reserves:
 - a. Wastewater Capital Reserve Fund Reserve
 - b. Regulatory and Capital Account
 - c. Capital Outlay Reserve
 - d. Maintenance & Operational Reserve
 - e. Fines & Penalties Reserve
- 2) The Wastewater Capital Reserve Fund (WCRF) reserve functions as a replacement fund of equipment and betterments. The WCRF receives a portion of quarterly sewer service charges as approved by the Board of Commissioners.
- 3) The Regulatory and Capital Account (R&CA) reserve functions as a source of funding in order to prepare for facility upgrades necessary to meet regulatory requirements. The R&CA receives a portion of quarterly sewer service charges as approved by the Board of Commissioners.
- 4) The Capital Outlay reserve is used to accumulate, maintain, and provide resources for new equipment, betterments, upgrades, and/or facility expansions. Expenditures that represent both a replacement and improvement may be acquired through the Capital Outlay reserve at the discretion of the Manager/Superintendent as approved by the Board of Commissioners. All Regional Facility Charges (RFC's) are deposited into the Capital Outlay Reserve. The solar array internal financing payments are deposited into this reserve. Investment earnings received on the funds held in the Capital Outlay reserve will accrue to the reserve. In addition, with approval of the Board of Commissioners, the Capital Outlay reserve can increase by transferring such other unreserved amounts that the Manager/Superintendent deems prudent based on management's assessment of the Commissions operational needs.
- 5) The Maintenance & Operational Reserve's primary purpose is to provide resources for expenses that were not anticipated by the Commissions' annual budget so as to provide a buffer between unexpected costs and user fees. The Board of Commissioners must approve all expenditures of Maintenance & Operational reserve funds. The reserves are limited to an accumulated balance of \$300,000. The reserve balance currently in excess of \$300,000 will be transferred to the Capital Outlay reserve. Investment earnings of amounts held in the Maintenance & Operational

8. The Sewerage Commission – Oroville Region reviewed the current restricted accounts and determined that the future financial stability of the Commission would best be accomplished by making certain changes and adjustments to the restricted accounts.
9. The Sewerage Commission – Oroville Region established and maintains the following reserves:
 - a. Wastewater Capital Reserve Fund (WCRF)
 - b. Regulatory and Capital Account (R&CA)
 - c. Capital Outlay Reserve
 - d. Operational & Maintenance Reserve
 - e. Fines & Penalties Reserve
10. The Wastewater Capital Reserve Fund (WCRF) reserve functions as a replacement fund of equipment and betterments. The WCRF receives a portion of quarterly sewer service charges as approved by the Board of Commissioners.
11. The Regulatory and Capital Account (R&CA) reserve functions as a source of funding in order to prepare for facility upgrades necessary to meet regulatory requirements. The R&CA receives a portion of quarterly sewer service charges as approved by the Board of Commissioners.
12. The Capital Outlay Reserve is used to accumulate, maintain, and provide resources for new equipment, betterments, upgrades, and/or facility expansions. Expenditures that represent both a replacement and improvement may be acquired through the Capital Outlay reserve at the discretion of the Manager, as approved by the Board of Commissioners. All Regional Facility Charges are deposited into the Capital Outlay reserve. Solar array internal financing payments are deposited into this reserve. Investment earnings received on the funds held in the Capital Outlay reserve will accrue to the reserve. In addition, with Commissioners' approval, the Capital Outlay reserve can increase by transferring such other unreserved amounts the Manager deems prudent based on management's assessment of the Commission's operational needs.
13. The Maintenance & Operational reserve's primary purpose is to provide resources for expenses that were not anticipated by the Commission's annual budget so as to provide a buffer between unexpected costs and user fees. The Board of Commissioners must approve all expenditures of Maintenance & Operational reserve funds. The reserve will be limited to an accumulated balance of \$300,000. The reserve balance currently in excess of \$300,000 will be transferred to the Capital Outlay reserve. Investment earnings of amounts held in the Maintenance & Operational reserve will accrue to the reserve until the \$300,000 limit is met, whereupon the earnings will accrue to the Capital Outlay reserve. Should the reserve balance decrease below \$300,000, management can, with Commissioners' approval, transfer such unreserved amounts as is prudent to replenish the depleted reserve. No unreserved amounts will be transferred to the Capital Outlay reserve, under paragraph (4), until and unless the Maintenance & Operational reserve is at the maximum balance.

14. The Fines & Penalties reserve was established to account for the collection and authorized use of industrial pretreatment fines assessed by the Commission.

RESOLUTION 05-21

SEWERAGE COMMISSION – OROVILLE REGION

RESOLUTION ESTABLISHING MONTHLY SEWER SERVICE CHARGE RESERVES IN UNRESTRICTED ACCOUNT

WHEREAS, the Sewerage Commission – Oroville Region (SC-OR) is in the process of meeting additional regulatory requirements forthcoming in its NPDES permit.

WHEREAS, to meet the new requirements imposed on the treatment plant, major construction will need to take place.

WHEREAS, to meet the financial obligations to fund the needed construction, the Commission hired the firm of Provost and Pritchard to prepare a cost analysis for such project.

WHEREAS, on January 23, 2019 the SC-OR Board was presented with four schedule options for increasing sewer service charges, and adopted schedule 4 (listed below):

SC-OR Monthly EDU Charge	
FY 17/18	\$11.85
FY 18/19	\$11.85
FY 19/20	\$13.85
FY 20/21	\$15.85
FY 21/22	\$17.85
FY 22/23	\$19.85
FY 23/24	\$23.85

WHEREAS, on March 24, 2021 the SC-OR Board adopted Resolution 03-21 setting the 2021/2022 sewer service charge at \$17.85/EDU/month. Resolution 05-21 will establish the adopted sewer service charges through 2023/2024.

NOW THEREFORE BE IT RESOLVED THAT:

1. At the February 27, 2019 board meeting the Board of Commissioners voted unanimously to adopt option four (4) of the proposed EDU charge schedule.
2. Based upon the EDU charge schedule adopted, the monthly sewer service charge is hereby set at \$19.85/EDU/Month for fiscal year 2022/2023, and \$23.85/EDU/Month for fiscal year 2023/2024, beginning July 1st of their respective years.

PASSED AND ADOPTED this 28th day of April 2021 at the regular meeting of the Sewerage Commission - Oroville Region, duly noticed and conducted in the SC-OR offices, by the following vote:

AYES:

NOES:

ABSTAIN:

Trevor Hatley, Chairman

ATTEST:

Glen E. Sturdevant, Clerk

BOARD POLICY

Sewerage Commission - Oroville Region

TITLE: Current Sewer Service Charge Rates
ADOPTION DATE: April 28, 2021

NUMBER 7140
RESOLUTION 05-21

The regulations contained herein regarding the establishing of monthly sewer service charge reserve in the unrestricted account for the Sewerage Commission - Oroville Region were enacted by Resolution 05-21.

1. The Sewerage Commission - Oroville Region has reviewed its financial projection as it applies to the unrestricted (M&O) fund.
2. These projections indicate that the monthly sewer service charge should be set at \$17.85/EDU/month for fiscal year 2021/2022, \$19.85/EDU/month for fiscal year 2022/2023, and \$23.85/EDU/month for fiscal year 2023/2024, beginning on July 1st of their respective years.
3. The Sewerage Commission - Oroville Region's monthly sewer service charge is set in accordance with the resolution adopting the sewer service charge rate(s).

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN
SEWERAGE COMMISSION - OROVILLE REGION AND
PROVOST & PRITCHARD**

This First Amendment ("Amendment") dated April 28, 2021 is between the Sewerage Commission – Oroville Region ("SC-OR" or "Client") and Provost & Pritchard Consulting Group ("Consultant"). In consideration of the terms and conditions herein, the SC-OR and Consultant agree that Agreement 18-244, a copy of which is attached to this Amendment, shall be amended as follows:

1. The total amount of compensation shall be increased by \$48,765 for a total of \$232,965.
2. Consultant shall complete all tasks and provide all deliverables to SC-OR for the current scope of the Project, as outlined in the Agreement.
3. Conflicts between the Agreement, and this First Amendment shall be controlled by this First Amendment. All other provisions within the Agreement shall remain in full force and effect.

**SEWERAGE COMMISSION -
OROVILLE REGION**

PROVOST & PRICHARD

By: _____
Trevor Hatley, Chair

By: _____
Its:

APPROVED AS TO FORM:

By: _____
Scott E. Huber, Attorney for SC-OR



288 W. Cromwell Avenue
 Fresno, CA 93711-8182
 (559)449-2700
 FAX (559)449-2715
 www.ppeng.com

**CONSULTANT
 SERVICES
 AGREEMENT**

CSA No: 18-244

Client	<u>Sewerage Commission – Oroville Region</u>	Proposal No.	<u>18-244</u>
Attention	<u>Mr. Scott Koch</u>	Telephone	<u>(530) 534-0353</u>
Bill To	<u>Sewerage Commission – Oroville Region</u>	Fax	<u>(530) 534-3467</u>
Billing Address	<u>P.O. Box 1350</u>	E-Mail	<u>skoch@SC-OR.org</u>
City, Zip Code	<u>Oroville, CA 95965</u>		
Project Title	<u>Funding Application and Proposition 218 Assistance</u>	Location	<u>Oroville, Butte County, CA</u>

Description of Services: Please see attached "Proposal for Funding and Environmental Planning Services for the Wastewater Treatment Plant Upgrade Project, Oroville, California" and dated August 29, 2018.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-

condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. Deleted.
22. Deleted.
23. Deleted.
24. Deleted.
25. Deleted.


SUSPENSION AND TERMINATION

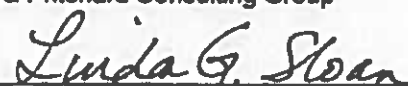
26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client SC-OR
By 
Name/Title SCOTT KOCH, MANAGER
Date Signed 9/26/2018

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group
By 
Name/Title Linda G. Sloan, PG/CHG
Vice President
Date Signed August 29, 2018

Sewerage Commission – Oroville Region

Task Order No. 37 – Influent Pump Station No. 2 Engineering Services During Construction and Construction Management

General

This Task Order authorizes Jacobs (formerly CH2M HILL) to perform the services described in the Scope of Work below in accordance with the terms and conditions of our agreement dated July 27, 1998, as amended June 2, 2006.

Background

The Sewerage Commission – Oroville Region (SC-OR) owns and operates a wastewater treatment plant (WWTP) that serves the three member agencies (Thermalito Water and Sewer District, Lake Oroville Area Public Utilities District and the City of Oroville). SC-OR also owns and operates a small portion of the collection system that conveys the wastewater from the member agencies to the WWTP. SC-OR has contracted with Jacobs to produce a design for a new Influent Pump Station (IPS2), Rag Removal Screen, piping, electrical modifications, and associated appurtenances. This task order is to provide engineering services during construction and construction management for implementation of this design.

Scope of Work

Jacobs' services described in this task order are intended to assist SC-OR with the administration of the contract for construction, verify that the work of the Construction Contractor is in substantial compliance with the Contract Documents, assist SC-OR in responding to events that occur during construction, and provide construction management services. Jacobs' services are based upon the understanding that SC-OR will contract directly with the Construction Contractor and will be actively involved in the construction process to manage construction activities, make decisions, provide approvals, coordinate existing plant shutdowns, and perform other actions necessary for the completion of construction.

Jacobs will not be responsible for the means, methods, techniques, sequences, or procedures of the Construction Contractor, or for the Construction Contractor's failure to perform in accordance with the Contract Documents.

The following assumptions were used in developing this Task Order and estimated fee for Jacobs's services. These assumptions are in addition to the scope and additional services set forth in the following scope of services:

- The Project will be constructed under a single construction contract.

- SC-OR will furnish to Jacobs all data in SC-OR's possession relating to Jacobs' services on the Project. Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by SC-OR.
- SC-OR will make its facilities accessible to Jacobs, as required for Jacobs's performance of its services. SC-OR will perform, at no cost to Jacobs, such tests and inspections of equipment, machinery, pipelines, construction materials, welding, material installations, and other components of SC-OR's new and existing facilities as may be required in connection with Jacobs's services. SC-OR will be the sole judge of whether such tests are required.
- SC-OR will give prompt notice to Jacobs when SC-OR observes or becomes aware of any development that affects the scope or timing of Jacobs's services.
- SC-OR will examine information submitted by Jacobs and render in writing or otherwise provide decisions in a timely manner.
- SC-OR will furnish required information, comments on submittals, and approvals in a timely manner.
- All construction inspectors will be paid the Prevailing Wage as determined by the State of California.
- Except as described below, SC-OR will review and process all change orders. SC-OR will prepare documentation for minor change orders and negotiate the cost of all change orders with the Construction Contractor.
- Jacobs is not responsible in any way for any health or safety precautions of the Construction Contractor, SC-OR, or any other personnel working at the Project sites. Jacobs is also not responsible for the Construction Contractor's, or SC-OR's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational health and safety laws and regulations.
- During the Project construction period, Jacobs assumes Contractor will work an average of forty (40) hours per week over a twenty-four (24) week duration, and Jacobs CM will also be onsite forty (40) hours per week to perform CM and Inspection activities. Jacobs has assumed an additional ten (10) hours per week of travel and office construction administration time. If less or additional CM onsite construction observation and inspection or office administration activities are required to accommodate extended work hours, such as evening or weekend work, the scope of these services will be affected and may require an adjustment to Jacobs's budget.

Scope of Engineering Services

The services to be provided under this Task Order consist of Engineering SDC and Construction Management (CM) for the Project. The services to be provided are categorized into the following tasks and subtasks.

Task 1—Project Management Services

Subtask 1.1—Project Management

Jacobs will furnish project management services for the Project, as follows:

- Status Reporting—Monitor budget, progress, and schedule. Monitor work efforts and evaluate actual versus planned progress. Supervise the Project team and identify actions

needed to execute the Project. Provide verbal progress reports to SC-OR's project manager as necessary or when requested. Meet with SC-OR's project manager during planned visits to SC-OR.

- Administration—Maintain Project records, manage and process Project communications, coordinate Project administrative matters, and prepare monthly progress report letter and invoice.
- Coordination—Coordinate tasks/subtasks and staff to complete authorized work on schedule and within budget. Coordinate staff site visits.
- Staff Management—Supervise and control activities of staff assigned to the Project. Coordinate and schedule appropriate staffing to meet Project requirements.

Task 2—Engineering Services During Construction

Jacobs will furnish the following services under this task:

Subtask 2.1—Conformed Documents

Jacobs will incorporate changes made as addenda during the bid phase to the 100 percent Project specifications, drawings, and standard details, and prepare Conformed Documents for use during construction. Five (5) sets of Conformed specifications, five (5) sets of 1/2-size Conformed drawings, and two (2) sets of full-size Conformed drawings will be printed and sent to SC-OR for distribution; Conformed Documents delivered electronically in PDF format will also be prepared and distributed for use during construction. Engineering budget is based on 80 hours to support the work required under this subtask.

Subtask 2.2—Document Management System and Procedures

Jacobs will establish a system and set of procedures for managing, tracking, and storing all relevant documents received from SC-OR or Construction Contractor during the Construction, Testing, Startup, and Closeout phases of the Project. Jacobs will use an appropriate computer-based document management system selected by Jacobs and will provide access to SC-OR.

Subtask 2.3—Site Coordination

Pre-Construction Conference

Jacobs engineering staff will attend one pre-construction conference with SC-OR, CM and Construction Contractor, to review Project communications, coordination, and other procedures, and to discuss the Construction Contractor's general work plan and requirements for the Project. It is assumed that the conference will be attended by one Jacobs staff.

Technical Site Visits

Jacobs engineering staff will participate in eight (8) one-day, and four (4) half-day technical site visits with SC-OR and the Construction Contractor, at dates as determined by SC-OR. During the visits, Jacobs engineering staff will observe the general quality of the work at the time of the visit and review any specific items of work that are brought to their attention by the Jacobs Construction Manager or SC-OR. For each site visit involving structural observation of the work, Jacobs will prepare a brief report documenting the site visit and any discrepancies found that require attention. Structural observation reports will be sent to

SC-OR and to the Construction Contractor. It is assumed that each of the technical site visits will be attended by one of the Jacobs's staff.

Subtask 2.4—Changes

Change Orders

When requested by SC-OR, Jacobs will review Construction Contractor requested significant changes to the contract for construction. Jacobs will make recommendations to SC-OR regarding the acceptability of the Construction Contractor's request. Upon agreement and approval, Jacobs will prepare final change order documents. It is assumed that five (5) change order requests will be reviewed. Engineering budget is based on 56 hours to support the work required under this subtask.

Subsurface and Physical Conditions

When requested by SC-OR, Jacobs will advise SC-OR as to the appropriate action(s) to take in responding to the Construction Contractor's notification of differing subsurface or physical conditions at the site. Field visits that are required to investigate the subsurface or physical conditions will be considered technical site visits, as described above.

Subtask 2.5—Interpretations of Contract Documents

When requested by SC-OR, Jacobs will review Construction Contractor Requests for Information (RFI) or clarification of the contract for construction. Jacobs will log and track written requests received from the Construction Contractor. Jacobs will coordinate such review with the design team and with SC-OR, as appropriate, and prepare and issue responses to the requests for information or clarification. It is assumed that a maximum of 50 requests will be received from the Construction Contractor, with review and written response provided for each request. Engineering budget is based on 250 hours to support the work required under this subtask.

Subtask 2.6—Shop Drawings, Samples, and Submittals

Jacobs will review shop drawings, samples, and submittals as received from the Construction Contractor, including operations and maintenance manual submittals. Jacobs will log and track all shop drawings, samples, and submittals. It is assumed that a total of 70 original submittals and 35 re-submittals will be reviewed (includes shop drawings, O&M submittals, and samples). It is assumed that coordination services for Construction Contractor submittals, including preparation of a tracking system which cross-references submittals to the contract documents, will be performed by the Construction Contractor. Engineering budget is based on 600 hours to support the work required under this subtask.

Jacobs's review of all shop drawings, samples, and submittals will be for general conformance with the design concept, and general compliance with the requirements of the contract for construction. Such review will not relieve the Construction Contractor from responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples, and submittals is free of errors, inconsistencies, or omissions.

Subtask 2.7—Substantial Completion

Jacobs engineering staff will assist the Construction Manager in the preparation of a punch list at substantial completion of the entire Project, in accordance with the contract for

construction. Jacobs staff from different disciplines will review the construction related to their discipline and prepare a list of items to be completed or corrected. It is assumed Jacobs will make a total of three (3) one-day site visit each attended by three of Jacobs's staff.

Jacobs's review of the work will not be an exhaustive observation or inspection of all work performed by the Construction Contractor. Jacobs will not guarantee the performance of the Construction Contractor or the equipment installed. Jacobs's observations will not relieve the Construction Contractor from responsibility for performing the work in accordance with the contract for construction, and Jacobs will not assume liability in any respect for the construction of the Project.

Subtask 2.8—Record Drawings

Jacobs will prepare Record Drawings for the Project based on neatly marked up set of full-size Contract Drawings received from the Construction Contractor. Two hard copy half-size set of Record Drawings, and a copy delivered electronically in PDF form will be furnished to SC-OR.

Record drawings will be prepared, in part, on the basis of information compiled and furnished by Construction Contractor, and may not represent the exact location, type of various components, or exact manner in which the Project is finally constructed. Jacobs is not responsible for errors or omissions in the information provided by Construction Contractor, which errors or omissions are incorporated into the Record Drawings, except to the extent that such errors or omissions would have been ascertainable to an engineering professional exercising a reasonable degree of care under similar circumstances. Such duty of care in no way obligates Jacobs to perform field verifications not otherwise required under this Task Order.

Task 3 – Construction Management and Inspection Services

Jacobs will furnish the following services under this task:

Subtask 3.1 – Construction Contract Administration

Jacobs will provide onsite CM and Inspection Services in support of Commission during the construction phase of the Project. As described below, these services generally include providing a Construction Manager (CM) to monitor the work activities and daily progress of Contractor, verify that the Contractor's work is in compliance with the Contract Documents, as defined in the Contract, and to assist in responding to events that occur during construction. An assumption of (25) soils compaction tests (test, curve, and report) and 16 concrete tests (cylinders, break and report) as well as (10) welding Non-Destructive Examinations are included.

Subtask 3.2 – Construction Contract Administration

Construction Observation and Inspection: Jacobs shall act as the onsite representative of SC-OR during the construction phase of the Project, will monitor the progress and quality of the work, and will determine if the work is proceeding in accordance with the Contract Documents. Jacobs shall provide a dedicated onsite Construction Manager to administer the Construction Contract, to conduct daily onsite inspections and observations to determine if the work conforms to the Contract Documents, and to confirm that the integrity of the design concept as reflected in the Contract Documents has been implemented and

preserved. Jacobs at all times, shall advise SC-OR of potential construction work that will not function as anticipated and may require re-work.

Jacobs shall observe/inspect the construction of the work, including but not limited to Contractor mobilization and demobilization activities, material quality control checks, environmental controls monitoring, temporary traffic control monitoring, temporary sediment and erosion control mitigation measures, field testing and other quality control measures, and compliance with the plans and specifications for the Project. Jacobs's CM services shall be performed to assist Commission to be in compliance with the latest RWQCB Best Management Practices, other applicable standards, and applicable laws.

Jacobs's CM shall have authority to order minor changes in the work not involving an adjustment in the Contract sum or an extension of the Contract time, which are not inconsistent with the intent of the Contract Documents.

Review of Contractor's Work: Jacobs shall keep SC-OR informed of the progress and quality of the work and shall inform SC-OR of defects and deficiencies in the work of the Contractor. Should Jacobs discover or believe that any work by the Contractor is not in accordance with the Contract Documents, or is otherwise defective or not conforming to requirements of the Contract Documents or applicable rules, regulations, or environmental permits, Jacobs will notify the Contractor and SC-OR in writing. Jacobs CM will also issue written correction notices to Contractor for safety violations, erosion control, and other matters not in conformance with the Contract Documents. Jacobs will monitor Contractor's corrective actions and advise SC-OR as to the acceptability of the corrective actions.

Substitution Requests & Contract Change Orders: Jacobs shall review Contractor requested substitutions and proposed change orders, make recommendations to SC-OR regarding the acceptability of the Contractor's request, and upon approval of SC-OR, assist SC-OR in negotiations of the requested substitution or change. As necessary, and upon agreement and approval, Jacobs shall assist SC-OR with preparation of final change order documents.

Field Instructions and Orders: Jacobs CM, in collaboration with SC-OR, shall issue field instructions and orders to the Contractor, as required during construction in support of administering the Contract Documents.

Construction Status Reporting: Jacobs's CM will provide SC-OR with daily construction inspection reports, including photographs. The daily reports prepared by the Jacobs's CM shall include, at a minimum, the following information: general observations, description of work being performed, corrective actions taken, observed deviations from, violations of, or inconsistencies with the Contract Documents, observed safety violations and traffic control deficiencies, work accepted, approved or rejected-specific items, and summaries of conversations with representatives of the Contractor, subcontractors and SC-OR, which include directions given or received. Reports for the previous week will be delivered to SC-OR on the proceeding Tuesday.

Payments to Contractor: Jacobs shall review the Contractor's monthly progress payment estimate (PPE) and final payment request, to determine whether the amount requested reflects the progress of the Contractor's work, reflects the approved schedule of values, is in accordance with the Contract Documents, and will provide recommendation to SC-OR as to the acceptability of the request. Recommendations by CM to SC-OR for payment will be

based on CM inspection of the work to determine that the work has progressed to the extent indicated.

The issuance of recommendations for payment shall constitute a representation by Jacobs to SC-OR, based on Jacobs' observations at the site and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated; that, to the best of the Jacobs' knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment); and that the Contractor is entitled to payment in the amount recommended. However, the issuance of a recommendation for payment shall not be a representation that the Jacobs has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract sum.

Subtask 3.3 – Construction Coordination

Preconstruction Conference: CM, in collaboration with SC-OR, will coordinate, conduct, and attend a preconstruction conference with SC-OR and Contractor to review the Project communication, coordination and other procedures; discuss the Contractor's work plan and requirements for the Contract Documents, plans and specifications; and examine the Contractor's schedule. Jacobs will record and distribute meeting summary notes for this conference.

Correspondence and Communications: Jacobs shall implement and maintain regular communications with the Contractor and Commission during construction. Jacobs shall receive and log communications from the Contractor and shall coordinate communications between SC-OR and Contractor. Commission's instructions to the Contractor shall be forwarded to the Contractor through the Jacobs. Jacobs will not communicate directly with the Contractor's subcontractors or vendors.

Construction Coordination Meetings: CM shall conduct weekly construction coordination meetings with Contractor and Commission. CM will prepare an agenda, prepare meeting summaries, and distribute copies of the meeting summaries to SC-OR and Contractor.

Subtask 3.4 – Project Safety

Compliance: Jacobs will manage the health, safety, and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations, including COVID 19 protocols.

Coordination: Jacobs will coordinate its health, safety, and environmental program with the responsibilities for health, safety, and environmental compliance specified in the Contract Documents. Jacobs will coordinate with responsible parties to correct conditions that do not meet applicable federal, state, and local occupational safety and health laws and regulations when such conditions expose Jacobs staff or staff of Jacobs's subcontractors to unsafe conditions.

Responsibility: Jacobs will notify affected personnel of site conditions posing an imminent danger to them that Jacobs observes. Jacobs's CM will be trained as a Safety Coordinator - Construction (SC-C). Jacobs is not responsible for the health or safety precautions of Commission or Contractor staff or any third party. Jacobs is not responsible for the Contractor's or other third party's compliance with the health and safety requirements of the Contract Documents or with federal, state, and local occupational health and safety laws and regulations.

Subtask 3.4 – Project Closeout

Substantial Completion: Jacobs shall perform an onsite inspection with the Contractor and SC-OR to determine outstanding construction punch list items. Jacobs shall document and transmit construction punch list items to Contractor and SC-OR, with Contractor's proposed schedule for Substantial Completion, as defined in the Contract Documents. Jacobs shall provide SC-OR with a Notice of Contractors' Substantial Completion and shall assist SC-OR in issuing documents to the Construction Contractor for Substantial Completion, acceptance of work, and final payment to the Contractor. Jacobs shall assist SC-OR in issuing a Notice of Completion.

Closeout File and Records: Jacobs shall provide SC-OR an organized electronic PDF set of construction Project documents.

Record Drawings: Jacobs's Construction Manager shall periodically review Contractor's record drawings for general accuracy and compliance with the Contract Document requirements. Jacobs's Construction Manager shall review Contractor's final record drawings and shall direct the Contractor to make corrections, as necessary. However, Jacobs shall not be responsible for errors or omissions in the record drawings.

Task 3 Deliverables

- Delivered Electronically, in PDF Format:
 - Agenda and minutes of Preconstruction Conference
 - Agenda for Weekly Construction Coordination Meetings with Commission and Contractor
 - Change Order Documents
 - Daily Construction Inspection Reports
 - Monthly Contractor's PPE
 - Notices of deficient or non-conforming work
 - Notice of Substantial Completion
 - Project Construction Records

Assumptions

Additional Services

The services described below are not included in this Task Order but can be performed if requested and approved by SC-OR and Jacobs. Time, scope, and fee have not been budgeted for the tasks listed hereunder. Authorization to proceed shall be in the form of an amendment to the AGREEMENT specifying the work to be performed and the additional payment for such services rendered. The amendment, after execution by both parties, shall become a supplement to and a part of the AGREEMENT.

Additional services are as follows:

- Disputes related to the contract for construction.
- Permitting services.
- Development, coordination, or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Reviewing, monitoring, and managing Construction Contractor’s progress schedule.
- Materials testing, specialty inspection, testing, and surveying services.
- PLC software programming and HMI software configuration services, including software testing, coordination, field startup, and warranty support.
- RTU programming modifications and remote telemetry services associated with any proposed or necessary upgrades to SC-OR’s existing radio-based SCADA system.
- Functional and witness testing, other than specifically provided in the above scope of engineering services.
- Preparation of operations and maintenance manuals. Jacobs will prepare a Process Operations for SC-OR under a separate task order.
- Formal training SC-OR’s personnel.
- Services necessary due to the default of the Construction Contractor.
- Warranty claims, enforcement, and inspection.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the Project.
- Project closeout, other than as specifically provided in the above scope of services.
- Malfunction, failure, or accident investigations.
- Additional items noted to be excluded within the scope of services.

Schedule

A preliminary milestone schedule for this Task is as follows:

Milestone	Target Start	Target Finish
Task 1 - Project Management	6/1/21	5/31/22
Task 2 - Engineering Services During Construction	6/15/21	5/31/22
Task 3 - Construction Management	6/30/21	5/31/22

All work under this Task Order is expected to be completed by May 31st, 2022. If the work is delayed beyond the reasonable control of Jacobs, Jacobs reserves the right to request a scope and fee modification for additional administrative and support time.

Compensation

Compensation for services described herein will be on a time and materials basis for a total not-to-exceed budget of \$746,270. Compensation is based on Salary Costs, times a multiplier of 2.2, plus direct expenses. A minimum bill rate of \$90 per hour will be used on this project. This total fee will not be exceeded without prior authorization from SC-OR. A breakdown of

the estimated fee is summarized in Table 1. SC-OR understands and agrees that individual tasks may be completed either under or over budget and that Jacobs can reallocate budgets within and across tasks provided the total authorized estimated fee is not exceeded. SC-OR is not obligated to compensate Jacobs for work beyond the authorized budgets nor is the Jacobs obligated to incur costs that exceed the authorized budgets. Costs for sub-consultants are rough order or magnitude estimates based upon the anticipated work.

Table 1 – Estimated Fee Breakdown

Task	Budget
Task 1 – Project Management	\$24,650
Task 2 – Engineering Services During Construction	\$240,400
Task 3 – Construction Management	\$481,320
	\$746,270

This Task Order No. 37 is effective as of the date noted below and will become part of the referenced agreement when executed by both parties.

Effective date: DATED this _____ day of _____, 2021.

IN WITNESS WHEREOF, the parties execute below:

For CLIENT, SEWERAGE COMMISSION - OROVILLE REGION

By: _____

Name & Title: Glen Sturdevant/Manager

For Jacobs, CH2M HILL, INC.

By: _____

Name & Title: John Schoonover/Manger of Projects



April 22, 2021

Mr. Glen Sturdevant, Manager/Superintendent
Sewerage Commission - Oroville Region (SC-OR)
P.O. Box 1350
Oroville, California 95965

Subject: Amendment No. 3 to Task Order No. 34— Wastewater Treatment Plant Upgrade
Final Design

Dear Glen:

This proposal is to amend Task Order No. 34, dated October 23, 2019 for providing design engineering services to SC-OR on the Wastewater Treatment Plan Upgrade Design Project. Task Order No. 34 has been amended as follows:

Contract	Date	Amount	Total
Initial Contract	October 23, 2019	2,301,342	2,301,342
Amendment No. 1	April 1, 2020	32,000	2,333,342
Amendment No. 2	February 25, 2021	62,411	2,395,753
Amendment No. 3	April 15, 2021	81,700	2,477,453

This amendment increases the budget by \$81,700 to a total budget of \$2,477,453. This Amendment will be used to add design features discussed during the Upgrade Design Project's 90 percent Workshop on February 11, 2021. The design features to be incorporated into the overall final design deliverable are as follows:

1. Addition of road along north property boundary for direct truck access to the existing caustic facility, which will include demolition of existing well pump facility and addition of a bladder tank to the existing air gap system.
 - a. Design cost: \$4,224
2. Evaluation of the backwash waste (BWW) storage requirements with the intent to identify different BWW storage. Demolition of the current BWW storage tank, and existing anaerobic digester (abandoned-in-place).
 - a. Design cost: \$19,748
3. Modify design of new Blower Building to enclose the three-walled covered area housing the blower equipment by adding a rollup door and ventilation equipment.
 - a. Design cost: \$14,872
4. Modify design of the new Thickener Building to enclose the three-walled covered area housing the rotary drum thickener, pump equipment, and polymer handling and storage equipment.
 - a. Design cost: \$7,587
5. Evaluation of options and design selected option of a Women's locker room to the existing Control Building.
 - a. Design cost: \$31,028

The Task Order may be amended in the future with additional budget as the need arises. Such amendments will be authorized by letter. All work will be performed in accordance with the terms and conditions of the October 23, 2019 contract.

To authorize this amendment, please sign both copies of this letter, keep one copy for your files, and return the other copy to my attention. If you have any questions regarding this proposed amendment, please call Ted at 530-229-3388.

Sincerely,
CH2M HILL

Authorized By,
SC-OR

Ted Couch, PE
Project Manager

Glen Sturdevant
Manager/Superintendent

John Schoonover
Manager of Projects

Date Authorized: _____, 2021

Environmental Compliance Report

To the SC-OR Commissioners and Staff from Mikah Salsi

April 28, 2021

INDUSTRIAL PRETREATMENT PROGRAM

INSPECTIONS

The dischargers submitted their monthly flow reports for March as required. All dischargers appear to be in compliance with their permits.

ENFORCEMENT

There are no enforcement items to report.

ACTIVITIES

SC-OR staff have been in talks with Graphic Packaging Inc. (GPI) [located at the airport complex] about an industrial connection. GPI currently has a zero-discharge permit, for which they submit quarterly reports verifying they have properly disposed of their industrial waste. They are hoping to pay for an industrial connection to get out from under paying hefty disposal fees. GPI has informed SC-OR staff that they are currently preparing an application for an industrial connection.

Sewerage Commission - Oroville Region

Monthly Flows Report

Mar-21

Name of Agency	Total Monthly Flow (MG)	Average Daily Flow (MG)	Total Peak Flow (MG)	Date of Peak Flow
SC-OR Plant Total	92.570	2.986	6.40	3/10/2021
Lake Oroville Area P.U.D.	28.809	0.929	2.00	3/10/2021
Thermalito Water and Sewer	14.756	0.476	1.29	3/10/2021
City of Oroville	49.005	1.581	3.11	3/10/2021

Septage Pumpers

0.1282 Million Gallons/Month

Monthly Rainfall

1.65 Total Inches/Month