

Manager's Report

To the SC-OR Commissioners by Glen Sturdevant

on June 18, 2021

Operations & Maintenance

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

New NPDES Permit

We have received a preliminary copy of the new NPDES permit; SC-OR staff is finishing up our review of the document and will be giving our final comments to the State Regulator. We should be operating under the new permit by October 2021.

Subrecipient Agreement for the Primary Influent Pump Station

We received the final grant agreement between the County of Butte and SC-OR for funding the Primary Influent Pump Station for a maximum amount of \$3,776,154. This is on the agenda for consideration of adoption and authorizing me to sign the agreement.

Municipal Service Review (MSR)

We have completed the questionnaire from LAFCO, and met with LAFCO and their consultant, and are awaiting any new information requests.

RCPS Project

On June 15th, SC-OR staff, along with a representative from Jacobs Engineering, opened the two construction bids that were turned in for the Influent Pump Station Project. The apparent low bid came in at \$7,171,451.00 from Gateway Pacific Contractors.

Provost And Pritchard

At our May board meeting the finalized design changes to the Plant Upgrade Project were approved by the Board of Commissioners. This was the last bit of information that Provost & Pritchard needed to give us a final cost to finish the State Revolving Funds (SRF) application. The Board will consider a contract amendment with Provost & Pritchard Consulting Group to complete the SRF application for the Plant Upgrade Project in an amount not to exceed \$95,500.00.

CalPERS Payment

The CalPERS Employer Unfunded Accrued Liability (UAL) must be paid as a set monthly amount or an annual lump sum prepayment. The annual prepayment option of \$185,409.00 would save SC-OR \$6,380 in fiscal year 2021/22. If you choose to pay the UAL monthly it will be \$15,982.42/month, or \$191,789.04 for the year. I will ask you to consider authorizing the lump sum payment in July to take advantage of the savings. There will continue to be a monthly payment to PERS for the employer contributions rate expressed as a percentage of payroll.

Staffing

On June 15, 2021, Kendra, our Environmental Compliance Supervisor, returned to work from maternity leave, and is now training under Plant Supervisor Mikah Salsi, who formerly ran the Environmental and Industrial Pretreatment programs before being promoted to Plant Supervisor. We are also in the final process of hiring another OIT, and expect to have the position filled by early July.

Future Engineering Projects

After the selection of Coleman Engineering at last months meeting, and the process that led to that action, I am requesting direction on how to proceed on future engineering projects.

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

(Held at the Commission office on May 26, 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 Mastelotto 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 and Plant Supervisor Salsi.

3. Salute to the Flag ❖

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

4. Acknowledgment of New Commissioner ❖

The Board welcomed new commissioner, Angie Mastelotto, who was appointed by the LOAPUD board.

5. Acknowledgment of Visitors ❖

Ted Couch and Jeff Collins of Jacobs Engineering, and Chad Coleman of Coleman Engineering.

6. Board Meeting Minutes of the Regular Meeting held on April 28, 2021.❖

Upon motion by Commissioner Reynolds to approve the minutes of the meetings, and second by Commissioner Fairbanks, the minutes of the April 28, 2021 meeting were unanimously approved.

7. Authorization of Warrants ❖

Commissioner Reynolds met with Manager Sturdevant and reviewed the warrants, and having found everything to be in order made a motion to approve warrants 26728-26794 in the total amount of \$240,065.84 from April 29, 2021 to May 26, 2021, including Commissioner fees and electronic fund transfers. The motion was seconded by Commissioner Fairbanks, and the warrants were unanimously approved and ordered paid.

8. Fiscal Reports ❖

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

At the Request of Commissioner Reynolds, the board addressed item 13 at this time.

9. Changing Existing Primary Principal to our Intuit Account (QuickBooks) ❖

Manager Sturdevant said that we needed to remove past Manager Koch as the primary principal of our Intuit account, and make himself the primary principal and keep Lauri Pittman the secondary principal.

A motion was made by Chairman Hatley to change the Primary Principal of our Intuit Account (QuickBooks) to current Manager Glen Sturdevant, and keep Secondary Principal as Administrative Assistant Lauri Pittman. The motion was seconded by Vice-Chair Pittman, and passed by the following votes: Reynolds – Aye, Hatley – Aye, Fairbanks – Aye.

Chairman Hatley moved to address item 14 at this time.

10. Update to Policy 2530 – Family and Medical Leave ❖

Manager Sturdevant said that the State of California expanded its eligibility list of who one can take Family Medical Leave to care for, and we updated our policy to match the changes.

A motion was made by Commissioner Reynolds to update policy 2530 to include the changes to the California Family and Medical Leave Act. The motion was seconded by Vice-Chair Pittman, and was approved by unanimously consensus.

11. Update to Policy 2910 – Manager's Absence Procedures ❖

Manager Sturdevant stated that under the current policy, if we were to have an emergency meeting we must notify in the local newspaper, which is outdated and very expensive. We now put notices on our website, so we are no longer required to notify the newspaper.

A motion was made by Chairman Hatley to update policy 2910 to update the manager's absence procedures. The motion was seconded by Commissioner Reynolds, and was approved by unanimously consensus.

12. Resolution 06-21 and SC-OR Policy No. 7400 (Establishing Septage Processing Charge reserve in Unrestricted Account and Yearly Review as a Part of Sewer Service Charge) ❖

Manager Sturdevant stated this is an annual resolution and policy to look at septage rates. We did not change the septage rates again this year, and are bringing this resolution and policy for adoption leaving the rates as is.

A motion was made by Commissioner Reynolds to adopt Resolution 06-21 and update policy 7400, which establishes the septage processing charge reserve in the unrestricted account and yearly review as a part of the sewer service charge. The motion was seconded by Commissioner Latulippe, and was approved by unanimously consensus.

13. Consideration of Construction Management and Engineering Services for Influent Pump Station Project; Presentations by Jacobs Engineering and Coleman Engineering ❖

Ted Couch, Project Manager of Jacobs Engineering introduced himself and Jeff Collins, the Northern California Lead for Construction Management Services for Jacobs. Jacobs has a long history with SC-OR They are the design engineer for the influent pump station project, so they know the design and what SC-OR needs during construction. It is important that the pump station is built to go hand-in-hand with the upgrade project. He feels they are in the best position to provide the engineering services since they have all of the knowledge of the project. They have ideas of where to save costs during the project.

Commissioner Reynolds asked Mr. Couch how often they would submit billings. Mr. Couch said they generally submit billings monthly along with records of hours worked, but are flexible as to how often they can present the billing and working hours.

Chad Coleman of Coleman Engineering spoke and said that the grant agreement that SC-OR obtained requires a fulltime resident engineer to be onsite. He believes there are areas where money can be saved on Construction Management. He said four of the six plan holders were referred by their firm, and are very good contractors. Coleman Engineering's scope of work is built to save SC-OR money.

Commissioner Pittman asked about the timeline for this project. Mr. Coleman said it is expected to be a year project. Mr. Couch of Jacobs agreed.

Commissioner Fairbanks asked of Mr. Coleman the same question that was asked of Mr. Couch regarding billing. Mr. Coleman responded that their billing is similar to Jacobs, and they are happy to accommodate their clients' requests. He said there will also be a journal kept during the project.

Manager Sturdevant said that he has worked with Mr. Couch for a few years, and is very happy with their work. Coleman Engineering comes very well recommended, and his research proves they are well regarded. His recommendation would be to go with Jacobs, because being the design engineer, he feels it would be a seamless transition. He doesn't think SC-OR will lose with either firm.

Chairman Hatley asked Attorney Huber about his recommendation of Coleman Engineering. Attorney Huber stated he has known Chad Coleman and his firm for at least a decade. He said after the last meeting the board asked for additional quotes. He said he would not recommend someone unless he would use them himself. He believes they will value engineer everything they do, are smaller, and hard working.

Manager Sturdevant reported that he also received a scope of work from Carollo Engineering today at around noon. He did not have the time to review it thoroughly, but it does not seem to be apples to apples, which is why he did not present it at this meeting. Commissioner Reynolds asked if there had been a deadline for the submission of the proposals, and Manager Sturdevant stated that he had asked the engineers to have them submitted by last Friday so they could be included in the packet.

A motion was made by Commission Reynolds to award the Construction Management and Engineering Services Contract for the Influent Pump Station Project to Coleman Engineering. The motion was seconded by Commissioner Fairbanks, and passed by the following vote: Reynolds – Aye, Hatley – Aye, Fairbanks – Aye.

14. Jacobs Engineering Contract Amendment No. 3 to Task Order #34 for Plant Upgrade ❖

Manager Sturdevant said that these are the design features that were discussed at the last meeting totaling approximately \$81,700. He had Jacobs include the construction costs per commission direction for an estimated total of \$919,000, but he is only asking for the engineering costs to be voted on tonight. He has once again prioritized the features he would like to have completed in the upgrade, and the commission can choose any or all for completion.

A motion was made by Chairman Hatley to approve amendment no 3 to task order #34 for all of the design features in the plant upgrade, which was seconded by Commissioner Fairbanks, and approved by unanimously consensus.

15. Auxiliary Pump Station Third pump ❖

Manager Sturdevant reported that the purchase of a third pump had been approved in prior meetings with the previous manager and with him. This pump will be crucial, as it will be used during the auxiliary pump station project as the auxiliary pump. It will be portable for use as a multi-use tool in our district. He was able to get the cost of the new pump down with the help of past commissioner Kuehner, for an approximate savings of \$15,000. The cost of the new pump will be for an amount not to exceed \$75,000.

A motion was made by Chairman Hatley to approve the purchase of the third auxiliary pump for an amount not to exceed \$75,000. The motion was seconded by Commissioner Reynolds, and was approved by unanimously consensus.

16. New Zero CL2 Probe and Analyzer ❖

Manager Sturdevant reported that at certain times in the year during the process of removing ammonia from the plant, a chemical process happens and creates nitrites. Nitrites take five parts of chlorine to treat one part of nitrite, so it increases costs, and our current analyzer cannot distinguish between nitrites and chlorine, so it gives a false reading of chlorine, when it is actually picking up nitrites. The new probe does not get affected by nitrites. This will save SC-OR in two ways: 1) It will reduce callouts for these false readings, and 2) It will save us from having to explain to the State Regional Water Quality Control Board that these are false chlorine readings. We have a second chart that reads positive SO₂—you cannot have chlorine if you have positive SO₂—but if this second chart ever stops working and our analyzer confuses nitrites for chlorine, we can be fined by the State because we have no proof we are not in violation.

A motion was made by Commissioner Reynolds to approve the purchase of the Zero CL2 Probe and Analyzer for an amount not to exceed \$5,500. The motion was seconded by Commissioner Latulippe, and was approved by unanimous consensus.

17. Preventative Maintenance on the High Voltage Breakers and Other Electrical Equipment by HART High Voltage Electrical ❖

Manager Sturdevant stated that this maintenance has not been done for over ten years, but is recommended to be done every five years. This is preventative maintenance on all of our 1600-amp breakers and switch gear for the generator, for which our staff is not qualified nor certified to do. This is a safety issue that needs to be done now.

A motion was made by Chairman Hatley to approve Hart High Voltage Electrical to perform the charging, rewinding and cleaning of the high voltage breakers and switch gears for a cost not to exceed \$10,000. The motion was seconded by Commissioner Latulippe, and was approved by unanimous consensus.

18. Pickup Broom Attachment for Track Loader ❖

Manager Sturdevant said that this pickup broom attachment will prevent damaging the blacktop while scraping with the track loader blade. To reline those ponds will be a major cost, and this attachment will help extend the life of the pond blacktop.

A motion was made by Vice-Chair Pittman to approve the purchase of a pickup broom attachment for the track loader for a cost not to exceed \$10,000. The motion was seconded by Commissioner Reynolds, and was approved by unanimous consensus.

19. Attorney's Report ❖

Nothing to report.

20. Manager's Report ❖

Manager Sturdevant reported that a pre-bid walkthrough meeting was held at our plant last week with the six plan holders.

21. Visitor Comments ❖

None

22. Commissioner and Staff Comments ❖

Plant Supervisor Salsi reported that SC-OR is still working with Graphic Packaging to connect as an industrial user to the plant. They have completed an application and hired a lab to begin the preliminary testing for their application. Once their application is submitted, we will do an internal review and submit it to our engineers to be sure we can treat their water.

The Commissioners welcomed Ms. Mastelotto to the Commission.

Commissioner Pittman stated that the Feather River Bluffs' structures have been all sold. We have a wave of new homes coming.

Chairman Hatley said he is hopeful for a good working relationship between Coleman Engineering and Jacobs Engineering.

23. Closed Session

The Board adjourned to Closed Session at 6:47 p.m. and reconvened at 7:12 p.m. During closed session the evaluation of the manager was discussed and no action was taken.

24. Adjournment

There being no further business, the meeting was adjourned at 7:12 p.m. to the next regularly scheduled meeting of June 23, 2021.

Respectfully submitted,



GLEN E. STURDEVANT, CLERK

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

(Held at the Plant on June 17, 2021)

On Thursday, June 17, 2021, a safety meeting was called to order at 2:12 p.m. In attendance were: Manager Glen Sturdevant, Plant Supervisor Mikah Salsi, Lead Operator Mitch Maxwell, Plant Operators Matt Chavis and Chris Wright, OIT Joe Battaglia, and Administrative Assistant Lauri Pittman.

Joe Battaglia led the meeting and distributed a booklet entitled: *Housekeeping, A Clean Place is a Safe Place*. All employees reviewed the booklet and then took a quiz on the subject matter.

Mitch said that good housekeeping goes a long way during inspections by other governmental agencies. He asked the operators to be sure to pick up after themselves and put items back in their places. If they see trash on the ground, they should throw it away. He also said to be sure that things are labeled so we know what it is, such as used oil, etc.

Mikah said that the recyclables needed to be taken to the recycle center, and the fence line needs to be cleaned up, as during construction the contractors will need a place to store their equipment.

Plant Supervisor Salsi asked employees if there were any safety concerns or needs. Matt Chavis asked for safety glasses. Mikah mentioned that he still needed to order the raingear for Joe that was requested at the last safety meeting.

Manager Sturdevant said that for uniforms this year we will go with blue Carhartt pants, royal tee shirts and/or polos. SC-OR will also provide each operator with a long-sleeved sun shirt.

The meeting was adjourned at 2:46 p.m.

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

DESCRIPTION	Adopted Budget 2020/21	Expended This Month	Expended Through 05.31.2021	Balance of Funds Remaining	Time Left 8%
SALARIES & WAGES	740,900	46,420.70	628,532.08	112,367.92	15%
EMPLOYEE BENEFITS	577,966	25,400.97	525,313.73	52,652.27	9%
COMMISSIONERS' FEES	43,200	3,600.00	39,600.00	3,600.00	8%
CMSNRS FICA & MEDICARE	3,306	275.40	3,029.40	276.60	8%
GAS, OIL & FUEL	19,000	1,299.49	17,565.10	1,434.90	8%
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	1,127.92	6,702.87	1,797.13	21%
OPERATING SUPPLIES	145,700	14,292.21	124,752.51	20,947.49	14%
PROFESSIONAL SERVICES	144,200	2,198.88	95,430.76	48,769.24	34%
PRINTING & PUBLICATIONS	3,000	0.00	290.00	2,710.00	90%
REPAIRS & MAINTENANCE	115,000	21,444.23	91,299.72	23,700.28	21%
BIOSOLIDS DISPOSAL	35,000	18,627.81	27,713.81	7,286.19	21%
MONITORING & COMPLIANCE	70,000	6,893.82	41,568.13	28,431.87	41%
TRAINING & MEETINGS	8,000	301.67	3,766.89	4,233.11	53%
UTILITIES	389,650	26,661.96	377,963.02	11,686.98	3%
TOTAL OPERATING	2,379,272	168,545.06	2,057,925.06	321,346.94	14%
Engineering Fees	2,198.88				
Legal Fees	0.00				
Auditing Fees	0.00				
Permits	0.00				
Miscellaneous	0.00				
	<u>2,198.88</u>				

SEWERAGE COMMISSION - OROVILLE REGION

REVENUE SUMMARY - FISCAL YEAR 2020/2021

DESCRIPTION	Received This Month	Received Through 05.31.21	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	1,707,870.30	1,607,870.30			100,000.00		
SEPTAGE DUMPER: (including gray water)	11,298.84	85,865.62	85,865.62					
EX. PEAK FLOWS	0.00	0.00				0.00		
EX. MO. FLOWS	0.00	0.00	0.00					
OTHER AGENCIES	798.90	8,621.55	8,621.55					
RFC CHARGES	584,144.00	949,234.00				949,234.00		
INTEREST	0.00	64,470.19	15,262.50	3,535.79	9,022.24	36,609.26	0.00	40.40
R&CA (Reg. & capite	0.00	874,413.75			874,413.75			
WCRF	0.00	58,294.25		58,294.25				
TOTALS	596,241.74	3,748,769.66	1,717,619.97	61,830.04	883,435.99	1,085,843.26	0.00	40.40

**SEWERAGE COMMISSION - GROVILLE 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	2,886,907.70	3,238,554.53	
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	771,072.73	771,072.73	
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	2,149,175.34	1,570,560.41	
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	8,065,207.76	8,649,351.76	
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	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	8,463.12	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	14,180,826.65	14,538,002.55	
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	992,567.35	27,633.06	19,724.59	913,920.64	471,096.54	
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	13,266,906.01	14,066,906.01	
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	14,180,826.65	14,538,002.55	
% of Funds Invested	96.84%	99.84%	99.47%	96.91%	99.77%	99.75%	92.97%	99.80%	99.85%	93.56%	96.76%	

Sewerage Commission - Oroville Region

Bank Reconciliation - Bank of America

Fiscal Year Ended 30 June 2020

BALANCE PER BANK

Ending Balance on Bank Statement	31-May-21	612,476.53
Less Outstanding Warrants		(141,379.99)
Equals Adjusted Bank Balance at	31-May-21	<u>471,096.54</u>

BALANCE PER BOOKS

Beginning Prior Checkbook Balance	1-May-21	<u>913,920.64</u>
Deposits		657,241.74
Less Warrants Written		(1,065,630.61)
Less Net Payroll Warrants		(34,435.23)
Equals Adjusted Checkbook Balance	31-May-21	<u>471,096.54</u>

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Retirement Contract Information

Contract Number: 11028

Contract Status: Active

Rate Details

Rate Plan Identifier: 1121
Member Category: Miscellaneous
Risk Pool: Yes
Superfunded: No

Normal Cost Rate: 11.59%
Unfunded Actuarial Liability Rate: 0.0%
Phase Out Rate: 0.0%
Side Fund Rate: 0.0%
Class 1 Surcharge Rate: 0.61%

Pre-paid: No

Total Employer Rate: 12.2%

0% Rate Prepayment Amount: \$0.00
Rate Plan Effective Date: 07/01/2021

Prepaid Rate Adjustment: 0.0%
Effective Employer Rate: 12.2%

Unfunded Accrued Liability
Monthly Amount: \$15,932.75

Unfunded Accrued Liability
Prepayment Amount: \$184,833.00

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Retirement Contract Information

Contract Number: 11028

Contract Status: Active

Rate Details

Rate Plan Identifier: 26718
Member Category: Miscellaneous
Risk Pool: Yes
Superfunded: No

Normal Cost Rate: 7.59%
Unfunded Actuarial Liability Rate: 0.0%
Phase Out Rate: 0.0%
Side Fund Rate: 0.0%
Class 1 Surcharge Rate: 0.0%

Pre-paid: No

Total Employer Rate: 7.59%

0% Rate Prepayment Amount: \$0.00
Rate Plan Effective Date: 07/01/2021

Prepaid Rate Adjustment: 0.0%
Effective Employer Rate: 7.59%

Unfunded Accrued Liability
Monthly Amount: \$49.67

Unfunded Accrued Liability
Prepayment Amount: \$576.00

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RESOLUTION 07-21

SEWERAGE COMMISSION - OROVILLE REGION IMPLEMENTATION OF THE CALIFORNIA FAMILY RIGHTS ACT (CFRA)

WHEREAS, the Sewerage Commission - Oroville Region (SC-OR) wishes to clarify how it will implement the California Family Rights Act (CFRA). The provisions of the Personnel Policy shall prevail, notwithstanding the contents of this policy, unless said provisions are in conflict with the CFRA; and

WHEREAS, to be eligible for leave under the CFRA, an employee must have: (1) been employed by SC-OR for at least 12 months, which need not be consecutive; and (2) worked at least 1,250 hours during the 12 months immediately preceding the commencement of leave. Eligible employees must also have a qualifying reason for CFRA leave as defined in the Act.

WHEREAS, this resolution supersedes Resolution 02-05.

NOW THEREFORE, BE IT RESOLVED by the Sewerage Commission - Oroville Region as follows:

1. The leave benefit shall consist of the following:

A. Eligible employees will be provided with up to 12-weeks of unpaid leave each year to care for the serious health condition of a spouse, domestic partner, parent, minor child, adult child, a child of a domestic partner, grandparent, grandchild or sibling. In addition, employees who are unable to perform the functions of their position because of a serious health condition will also be entitled to 12-weeks of unpaid leave. "Serious health condition" is defined as an illness, injury, impairment or physical or mental condition that entails inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

B. To be eligible for leave under the CFRA, the employee will first be required to use applicable accrued leaves permitted by SC-OR, including sick leave and vacation leave, for the first part of the 12-week statutory leave. Paid leave may not be added to the end of the 12-weeks of unpaid leave without Manager/Superintendent's approval.

C. Employees on leave who were previously covered by SC-OR's health benefit shall continue to be covered at the level and under the conditions that coverage would have been provided if the employee were continuing to work.

D. At the end of the leave, the employee will be reinstated at his/her previous position or to an equivalent job with equivalent pay, benefits, and working conditions. If the leave extends beyond the 12-weeks then the employer does not have to reinstate the employee to the previous position, the employee will not accrue seniority or employment benefits during the leave period. SC-OR may also require the employee to obtain medical certification that he/she is able to return to work.

2. The employee obligations shall consist of the following:

A. If an employee requests leave for the birth, adoption, or the foster placement of a child, and the need for leave is foreseeable, the employee must provide his/her superintendent with at least 30 days' notice. However, if the date of the birth, adoption, or foster placement requires that leave begin in less than 30 days, the employee must provide the superintendent with as much notice as practicable. If the employee requests leave because of a serious health condition, the employee must provide the superintendent with 30 days' notice, or with as much notice as possible.

B. Employees seeking leave on account of a serious health condition must provide the superintendent with medical certification regarding their condition. The Manager/Superintendent may require employees to obtain, at SC-OR's expense, a second opinion. If the second opinion differs from the first, the Manager/Superintendent may require a third opinion from a mutually agreed upon health care provider.

C. For most leaves, employees will not be permitted to take their leave intermittently or on a reduced-leave schedule without the Manager/Superintendent's approval. However, intermittent leave or a reduced-leave schedule may, if medically necessary, be taken by the employee because of a serious health condition. An employee who seeks intermittent leave or leave on a reduced leave schedule because of planned medical treatment may be required to transfer temporarily to a different position, with equivalent working conditions, that accommodates the recurring periods of leave better than the employee's regular job.

PASSED AND ADOPTED this 23rd day of June 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 Sturdevant, Clerk

June 18, 2021

Attention: Glen Sturdevant
Plant Manager
Sewerage Commission-Oroville Region

Project Name: Influent Pump Station No. 2
Project No. 347363
Project Phase: Jacobs Bid Services

Subject: Recommendation of Award to Bidder

Dear Glen,

We have completed the evaluation of the Apparent Low Bidder's submitted bid documents and conclude that their bid is responsive. The bidder-provided references have been contacted and gave positive feedback with no mention of performance problems.

We recommend SC-OR award the Contract to Gateway Pacific Contractors, Inc.

Sincerely,



Alex Oselsky, EIT
Project Engineer



Bill Misslin, P.E.
Mechanical Engineer

Project Contacts: ted.couch@jacobs.com; alexander.oselsky@jacobs.com

Copies to:

John Schoonover, Ted Couch

**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF
BUTTE AND SEWAGE COMMISSION-OROVILLE REGION
FOR A PRIMARY INFLUENT PUMP STATION**

**FUNDED BY PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER
MANAGEMENT (IRWM) IMPLEMENTATION GRANT THROUGH THE CALIFORNIA
DEPARTMENT OF WATER RESOURCES (STATE)
GRANT AGREEMENT NUMBER 4600013825**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the County of Butte, a political subdivision of the State of California, (herein called the "Grantee") and Sewage Commission-Oroville Region (herein called the "Subrecipient") which parties do hereby agree as follows:

- 1) **PURPOSE.** The Grantee shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Subrecipient to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of Grantee funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) **TERM OF SUBRECIPIENT AGREEMENT.** The term of this Subrecipient Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Subrecipient Agreement. However, all work shall be completed by January 1, 2022, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 1, 2022.

Should Subrecipient provide work from June 27, 2020 and prior to execution of Subrecipient Agreement, Subrecipient agrees and acknowledges all language stated in this original Subrecipient Agreement, including all attachments, shall apply at the time services are performed.
- 3) **SUBRECIPIENT AGREEMENT AMOUNT.** The maximum amount payable by the Grantee under this Subrecipient Agreement shall not exceed \$3,776,154.
- 4) **SUBRECIPIENT COST SHARE.** The Subrecipient is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.**
 - A. The Grantee shall have no obligation to disburse money for the Project(s) under this Agreement until the Subrecipient has satisfied the following conditions (if applicable):

- i. The Subrecipient shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Subrecipient shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Subrecipient shall submit the following to the Grantee.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Subrecipient Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Subrecipient Agreement until the following actions are performed:
 - a) The Subrecipient submits to the Grantee all applicable environmental permits, as indicated on the Environmental Information Form to the Grantee,
 - b) Documents that satisfy the CEQA process are received by the Grantee,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Subrecipient receives written notification from the Grantee of State's concurrence with the Lead Agency's CEQA documents (s) and notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence and notification by the Grantee shall constitute a material breach of this Agreement. The Subrecipient shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The Grantee will disburse to the Subrecipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Subrecipient Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Subrecipient under this Subrecipient Agreement shall be deposited in a non- interest bearing account and shall be used solely to pay Eligible Project Costs.
 - 7) **ELIGIBLE PROJECT COST.** The Subrecipient shall apply funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs

incidental but directly related to the Project included in this Subrecipient Agreement. Costs incurred after June 26, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to June 27, 2020.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources for ongoing programs.
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Subrecipient; non-project-specific accounting and personnel services performed within the Subrecipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Subrecipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the Grantee will disburse the whole or portions of State funding to the Subrecipient, following receipt from the Subrecipient of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The Grantee will notify the Subrecipient, in a timely manner, whenever, upon review of an invoice, the Grantee determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the Grantee. The Subrecipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the Grantee to cure such deficiency(ies). If the Subrecipient fails to submit adequate documentation curing the deficiency(ies), the Grantee will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Subrecipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the Grantee and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the Subrecipient Agreement's funding amount, as depicted in Paragraph 3, "Subrecipient Agreement Amount" and those costs that represent the Subrecipient costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Subrecipient's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: 308 Nelson Avenue Oroville, CA 95965.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Subrecipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Subrecipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State and/or the Grantee may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) WITHHOLDING OF DISBURSEMENTS BY THE GRANTEE. If the Grantee determines that a project is not being implemented in accordance with the provisions of this Subrecipient Agreement, or that the Subrecipient has failed in any other respect to comply with the provisions of this Subrecipient Agreement, and if the Subrecipient does not remedy any such failure to the Grantee's satisfaction, the Grantee may withhold from the Subrecipient all or any portion of the Grantee funding and take any other action that it deems necessary to protect its interests. Where a portion of the Grantee funding has been disbursed to the Subrecipient and the Grantee notifies the Subrecipient of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the Grantee notifies the Subrecipient, as directed by the Grantee. The Grantee may consider the Subrecipient's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the Grantee notifies the Subrecipient of its decision to withhold the entire funding amount from the

Subrecipient pursuant to this Paragraph, this Subrecipient Agreement shall terminate upon receipt of such notice by the Subrecipient and the Grantee shall no longer be required to provide funds under this Subrecipient Agreement and the Subrecipient Agreement shall no longer be binding on either party.

10) **DEFAULT PROVISIONS.** The Subrecipient shall be in default under this Subrecipient Agreement if any of the following occur:

- A. Substantial breaches of this Subrecipient Agreement, or any supplement or amendment to it, or any other agreement between the Subrecipient and the Grantee evidencing or securing the Subrecipient's obligations;
- B. Making any false warranty, representation, or statement with respect to this Subrecipient Agreement or the application filed to obtain this grant funding;
- C. Failure to operate or maintain the Project in accordance with this Subrecipient Agreement.
- D. Failure to make any remittance required by this Subrecipient Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the Grantee pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the Grantee shall provide a notice of default to the Subrecipient and shall give the Subrecipient at least eight (8) calendar days to cure the default from the date the notice is emailed to the Subrecipient. If the Subrecipient fails to cure the default within the time prescribed by the Grantee, the Grantee may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Subrecipient
- J. Terminate the Subrecipient Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the Grantee finds it necessary to enforce this provision of this Subrecipient Agreement in the manner provided by law, the Subrecipient agrees to pay all costs incurred by the Grantee including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) **CONTINUING ELIGIBILITY.** The Subrecipient shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by the Department of Water Resources. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

- D. If applicable, the Subrecipient shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
- E. If the Subrecipient has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Subrecipient shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Subrecipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

12) **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Subrecipient Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the Grantee. All reports shall be submitted to the Grantee's Project Manager and shall be submitted via email. If requested, the Subrecipient shall promptly provide any additional information deemed necessary by the Grantee for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of funds.

- A. **Quarterly Progress Reports:** The Subrecipient shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be sent to the Project Manager via email. Progress Reports shall, in part, provide a brief description of the work performed, the Subrecipient's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Subrecipient Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. **Project Completion Report:** The Subrecipient shall prepare and submit to the Grantee a separate Project Completion Report. The Subrecipient shall submit a Project Completion Report (or a Component Completion Report, if the Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit E.
- C. **Post-Performance Reports:** The Subrecipient shall prepare and submit to the Grantee Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the Grantee within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

13) **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Subrecipient agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall not be liable for any cost of such maintenance, management, or operation. The Subrecipient or their successors may, with the written approval of the Grantee, transfer this responsibility to use, manage, and maintain the property. For purposes of this Subrecipient Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Subrecipient to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the Grantee, be considered a breach of this Subrecipient Agreement and may be

treated as default under Paragraph 10, "Default Provisions."

- 14) **MONITORING PLAN REQUIREMENTS.** A Monitoring Plan shall be submitted to the Grantee prior to disbursement of funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit E, and follow the guidance provided in Exhibit H, "Project Monitoring Plan Guidance."
- 15) **STATEWIDE MONITORING REQUIREMENTS.** The Subrecipient shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit F for web links and information regarding other State monitoring and data reporting requirements.
- 16) **NOTIFICATION OF GRANTEE.** The Subrecipient shall promptly notify the Grantee, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Subrecipient Agreement. The Subrecipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the Grantee and the Grantee has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Subrecipient Agreement and provide the opportunity for attendance and participation by the Grantee and State's representatives. The Subrecipient shall make such notification at least sixteen (16) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Subrecipient agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Grantee has determined what actions should be taken to protect and preserve the resource. The Subrecipient agrees to implement appropriate actions as directed by the Grantee.
 - D. The initiation of any litigation or the threat of litigation against the Subrecipient regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Subrecipient shall notify the Grantee's Project Manager of the inspection date at least sixteen (16) calendar days prior to the inspection in order to provide the State and Grantee the opportunity to participate in the inspection.
- 17) **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Subrecipient Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after

the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Subrecipient Agreement are as follows:

Sewage Commission-
Oroville Region

County of Butte
Department of Water and Resource
Conservation

Name
Title
Sewage Commission-Oroville
Region
P.O. Box 1350
Oroville, CA 95965
Phone: (530) 534-0353
Email:

Supervisor Bill Connelly
Chair, Butte County Board of Supervisors
5280 Lower Wyandotte Road
Oroville, CA 95966
Phone: (530) 538-6834
Email: BCConnelly@buttecounty.net

Direct all inquiries to the Project
Manager:

Sewage Commission-Oroville
Region

County of Butte
Department of Water and Resource
Conservation

Mikah Salsi
Plant Supervisor
P.O. Box 1350
Oroville, CA 95965
Phone: (530) 534-0353
Email: MSalsi@sc-or.org

Christina Buck
Assistant Director
308 Nelson Avenue
Oroville, CA 95965
Phone: (530) 552-3593
Email: CBuck@buttecounty.net

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Subrecipient Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Report Formats and Requirements

Exhibit F – Requirements for Data Submittal

Exhibit G – State Audit Document Requirements

Exhibit H – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Subrecipient Agreement.

**SEWAGE COMMISSION-OROVILLE
REGION**

**COUNTY OF BUTTE
DEPARTMENT OF WATER AND
RESOURCE CONSERVATION**

Name
Title, Sewage Commission-
Oroville Region

Supervisor Bill Connelly
Chair, Butte County Board of Supervisors

Date _____

Date _____

Reviewed for Contract Policy Compliance
General Services Contract Division

By Date

Reviewed As to Form

Bruce S. Alpert Date
Butte County Counsel

EXHIBIT A
WORK PLAN

PROJECT 3: Primary Influent Pump Station

IMPLEMENTING AGENCY: Sewerage Commission – Oroville Region

PROJECT DESCRIPTION: This project includes replacement of a 60-year-old influent pump station at the Sewerage Commission-Oroville Region's wastewater treatment plant with a pumping facility to reduce the risk of Sanitary Sewer Overflows related to infrastructure failure and Inflow and Infiltration. This work will include construction of a new Primary Influent Pump Station, Supervisory Control and Data Acquisition (SCADA) system, approximately 420 feet of pipeline, junction boxes, flow meters, valves, and construction of a new 276 square-foot electrical building with a transformer and standby generator. The project will result in avoided contamination of surface waters quantified at 4.3 million gallons per day. Additionally, it will provide approximately 5.89 acre-feet per day of continued supply of treated water to the Feather River.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit E of this Agreement. Submit reports to Grantee.

Prepare draft Project Completion Report and submit to Grantee Project Manager no later than 90 days after project completion for State Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit E.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

A preliminary engineering report (PER) was prepared for this project which outlines environmental resources, condition of the existing facilities, the need for the project and an alternatives analysis.

Deliverables:

- Preliminary engineering report

Task 5: CEQA Documentation

A Notice of Exemption was filed in Butte County for this project in August of 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Completed CEQA documents
- Legal Challenges Letter

Task 6: Permitting

Obtain all necessary state, and local permits. Permits may include a Butte County Air Quality Management District permit to operate a diesel generator, a City of Oroville permit to construct, and a PG&E permit to provide a new power source. Additional permits may be required and will be obtained, as necessary.

Deliverables:

- Permits as required

Task 7: Design

Complete preliminary design including the following support work: geotechnical investigation, topographic survey, and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans, and specifications including: preliminary earthwork calculations, preliminary design details and 100% (Final) design, plans, and specifications.

Deliverables:

- Basis of Design Report
- Updated Project Cost Estimate
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan as per Paragraph 16 for State's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Certificate of Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization shall include obtaining required permits, moving contractors and engineers field offices and equipment required for first month of operations, installing temporary construction power, wiring and lighting facilities, providing onsite communications and providing onsite sanitary facilities and potable water facilities, arranging for the erection of contractors work and storage yards, posting OSHA required notices and establishing safety programs and procedures, and having a contract supervisor on site full time.

11(b): Site preparation will include defining the project boundary, clearing site of objectionable material lying on or above ground, removal of vegetation and other organic matter, and preparing site for adequate erosion and sediment controls.

11(c): Install, construct, excavate primary influent pump station, bar screen structure with diversion boxes, electrical building, diesel engine generator, flowmeter vault, stormwater, grading and drainage improvements, electrical improvements, yard piping approximately 420 feet, pipe support systems, plant drain, monorail hoist system, electrical system improvements, automatic sampler as specified in the approved plans and specifications.

11(d): Improvements to the existing facilities includes new primary influent pump station with standby generator, bar screen structure with two diversion boxes, a premanufactured 276 square-foot electrical building, new flow meter with automated valves, monorail hoist system, and SCADA automated process controls.

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B

BUDGET

PROJECT 3: Primary Influent Pump Station

Implementing Agency: Sewerage Commission Oroville

Region Project directly serves a need of a Disadvantaged

Area: Yes

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a	Project Administration	\$305,989	\$0	\$0	\$305,989
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$0	\$110,693	\$20,125	\$130,818
d	Construction / Implementation	\$3,470,165	\$0	\$495,000	\$3,965,165
TOTAL COSTS		\$3,776,154	\$110,693	\$515,125	\$4,401,972

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*This project has received a 100% DAC/EDA cost share waiver. The Sewerage Commission Oroville Region will bring \$110,693 as non-state cost share to fulfill the non-state cost share requirements for Projects 1 and 2 in Grant Agreement 4600013825.

**The Sewerage Commission Oroville Region will be contributing \$515,125 as Other Cost Share Funding for this project.

EXHIBIT C

SCHEDULE

PROJECT 3: Primary Influent Pump Station

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	06/01/2020	03/01/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	06/01/2020	06/01/2021*
D	Construction / Implementation	03/01/2021	01/01/2022

* Overlap of schedules between Category (c) and (d) to allow for contract administration and mobilization.

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Subrecipient shall account for the money disbursed pursuant to this agreement separately from all other Subrecipient funds. Subrecipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Subrecipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Subrecipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by Grantee or the State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Subrecipient shall remit to Grantee any unexpended funds that were disbursed to Subrecipient under this Subrecipient agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from Grantee to Subrecipient of funds or, within thirty (30) calendar days of the expiration of the Subrecipient agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Subrecipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Subrecipient headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Subrecipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Subrecipient for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. Grantee shall have no obligation to agree to an amendment. Amendments shall be executed in writing, signed by duly authorized representative of both parties and approved by the Grantee's governing body. Such amendments shall not invalidate this Subrecipient Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Subrecipient Agreement.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Subrecipient Agreement, Subrecipient assures Grantee that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: Grantee and/or State reserves the right to conduct an audit at any time between the execution of this agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, Grantee and/or State may require Subrecipient to conduct a final audit to State's specifications, at Subrecipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Subrecipient to

comply with this provision shall be considered a breach of this Subrecipient agreement, and Grantee and/or State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Subrecipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Subrecipient shall be subject to the examination and audit by the Grantee and/or State for a period of three (3) years after final payment under this Subrecipient agreement with respect of all matters connected with this Subrecipient agreement, including but not limited to, the cost of administering this Subrecipient agreement. All records of Subrecipient or its contractors or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Subrecipient Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Subrecipient's activities. (Water Code, § 79708, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this agreement does not appropriate sufficient funds for this program, this agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this agreement. In this event, Grantee shall have no liability to pay any funds whatsoever to Subrecipient or to furnish any other considerations under this agreement and Subrecipient shall not be obligated to perform any provisions of this agreement. Nothing in this agreement shall be construed to provide Subrecipient with a right of priority for payment over any other Subrecipient. If funding for any fiscal year after the current year covered by this agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the Grantee shall have the option to either cancel this agreement with no liability occurring to Grantee, or offer an agreement amendment to Subrecipient to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** Subrecipient may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Subrecipient Agreement shall not proceed until documents that satisfy the CEQA process are received by the Grantee's Project Manager and the State has completed its CEQA compliance. Work funded under this Subrecipient Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Subrecipient is not complete at the time the Grantee signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Subrecipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. **CLAIMS DISPUTE:** Any claim that the Subrecipient may have regarding performance of this Subrecipient Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Grantee, within thirty (30) days of the Subrecipient's knowledge. Grantee shall then submit the claim to the State Project Representative within thirty (30) days of the

Grantee's knowledge of the claim. If after State and Grantee negotiate a resolution of such claim, Grantee will process an amendment to this Subrecipient Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Subrecipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by Grantee under this agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Subrecipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** Subrecipient certifies that it has appropriate systems and controls in place to ensure that funds will not be used in the performance of this agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in this Subrecipient Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- E. **Employees of the Subrecipient:** Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- F. **Employees and Consultants to the Subrecipient:** Individuals working on behalf of a Subrecipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Subrecipient agrees to expeditiously provide throughout the term of this agreement, such reports, data, information, and certifications as may be reasonably required by Grantee.
- D.15. **DISPOSITION OF EQUIPMENT:** Subrecipient shall provide to Grantee, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased

with funds provided by Grantee. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory Grantee shall provide Subrecipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Subrecipient. State shall arrange for delivery from Subrecipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

- D.16. **DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance:** By signing this Subrecipient agreement, Subrecipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Subrecipient policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Subrecipient agreement:
 - i. Will receive a copy of Subrecipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Subrecipient's condition of employment, contract or subcontract.
- D.17. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Subrecipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this agreement.
- D.18. **SUBRECIPIENT'S RESPONSIBILITIES:** Subrecipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Subrecipient agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Subrecipient in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Subrecipient Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Subrecipient shall provide copies of permits and approvals to Grantee.

G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Subrecipient under this Agreement.

Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Subrecipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The Grantee will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

- D.19. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.20. **INCOME RESTRICTIONS:** The Subrecipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subrecipient under this Agreement shall be paid by the Subrecipient to the Grantee, to the extent that they are properly allocable to costs for which the Subrecipient has been reimbursed by the Grantee under this Agreement. The Subrecipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.21. **INDEMNIFICATION:** Subrecipient shall indemnify and hold and save the Grantee, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Subrecipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22. **INDEPENDENT CAPACITY:** Subrecipient, and the agents and employees of Subrecipient, in the performance of the agreement, shall act in an independent capacity and not as officers, employees, or agents of the Grantee.
- D.23. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this agreement. Failure or refusal by Subrecipient to comply with this provision shall be considered a breach of this agreement, and Grantee may withhold disbursements to Subrecipient or take any other action it deems necessary to protect its interests.
- D.24. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the agreement. This right shall extend to any subcontracts, and Subrecipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its agreement with Grantee.
- D.25. **LABOR CODE COMPLIANCE:** The Subrecipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Subrecipient affirms that it is aware

of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Subrecipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.26. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Subrecipient, the Grantee may at the State's its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Subrecipient Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the Subrecipient Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Subrecipient Agreement. Requests for non- material changes to the budget and schedule must be submitted by the Subrecipient to the Grantee in writing and are not effective unless and until specifically approved by the Grantee's Program Manager in writing.
- D.27. **NONDISCRIMINATION:** During the performance of this agreement, Subrecipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Subrecipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Subrecipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Subrecipient Agreement.
- D.28. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29. **PERFORMANCE BOND:** Where contractors are used, the Subrecipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Subrecipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.30. **PRIORITY HIRING CONSIDERATIONS:** If this Subrecipient Agreement includes services in excess of \$200,000 the Subrecipient shall give priority consideration in filling vacancies in positions funded by the Subrecipient Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Subrecipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Subrecipient's service of water, without prior permission of Grantee. Subrecipient shall not take any action, including but not limited to

actions relating to user fees, charges, and assessments that could adversely affect the ability of Subrecipient meet its obligations under this Subrecipient Agreement, without prior written permission of Grantee. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.31. PROJECT ACCESS: The Subrecipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Subrecipient does not submit invoices requesting all of the funds encumbered under this Subrecipient Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Subrecipient Agreement. Grantee, in turn, will notify Subrecipient of same.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Subrecipient Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RIGHTS IN DATA: Subrecipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this agreement shall be made available to the Grantee and/or State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee and Subrecipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this agreement, subject to appropriate acknowledgement of credit to State for financial support. Subrecipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State and Grantee shall have the right to use any data described in this paragraph for any public purpose.
- D.35. SEVERABILITY: Should any portion of this agreement be determined to be void or unenforceable, such shall be severed from the whole and the agreement shall continue as modified.
- D.36. SUSPENSION OF PAYMENTS: This agreement may be subject to suspension of payments or termination, or both if the State determines that:
A. Subrecipient, its contractors, or subcontractors have made a false certification, or
B. Subrecipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this agreement.
- D.37. SUCCESSORS AND ASSIGNS: This Subrecipient agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Subrecipient agreement or any part thereof, rights hereunder, or interest herein by the Subrecipient shall be valid unless and until it is approved by Grantee and made subject to such reasonable terms and conditions as Grantee may impose.
- D.38. TERMINATION BY SUBRECIPIENT: Subject to Grantee and/or State approval which may be reasonably withheld, Subrecipient may terminate this Subrecipient Agreement and be relieved of contractual obligations. In doing so, Subrecipient must provide a reason(s) for termination. Subrecipient must submit all progress reports summarizing accomplishments up until termination date.

- D.39. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, "Default Provisions," the Grantee may terminate this agreement and be relieved of any payments should Subrecipient fail to perform the requirements of this agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10, "Default Provisions."
- D.40. **TERMINATION WITHOUT CAUSE:** The Grantee may terminate this Agreement without cause on 30 days' advance written notice. The Subrecipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.41. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.42. **TIMELINESS:** Time is of the essence in this agreement.
- D.43. **TRAVEL – DAC, EDA, TRIBES PROJECT:** Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the Grantee.
- D.44. **UNION ORGANIZING:** Subrecipient, by signing this agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this agreement. Furthermore, Subrecipient, by signing this agreement, hereby certifies that:
- A. No State funds disbursed by this agreement will be used to assist, promote, or deter union organizing.
 - B. Subrecipient shall account for State funds disbursed for a specific expenditure by this agreement to show those funds were allocated to that expenditure.
 - C. Subrecipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Subrecipient makes expenditures to assist, promote, or deter union organizing, Subrecipient will maintain records sufficient to show that no State funds were used for those expenditures and that Subrecipient shall provide those records to the Grantee upon request.
- D.45. **VENUE:** The Grantee and the Subrecipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Butte, California. The Subrecipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.46. **WAIVER OF RIGHTS:** None of the provisions of this agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this agreement unless contrary to law. Any waiver by either party of rights arising in connection with the agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain Grantee approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by Grantee and/or the State during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application submitted to the State by the Grantee.
- List any official amendments to this Subrecipient Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Subrecipient Name
 - Implementing Agency (if different from Subrecipient)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre- feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT F
REQUIREMENTS FOR DATA
SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State, and Grantee notified, for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at:

https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Subrecipient can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:

https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Subrecipient will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at:

<http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT G

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for the Subrecipient. List of documents pertains to both State funding and the Subrecipient's Local Cost Share, as applicable, and details the documents/records that State Auditors would need to review in the event of this Subrecipient Agreement is audited.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State/Grantee reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Subrecipient Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State and/or Grantee.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the Grantee for payments under the Subrecipient Agreement.
2. Documentation linking subcontractor invoices to Grantee reimbursement, requests and related Subrecipient Agreement budget line items.
3. Reimbursement requests submitted to the Grantee for the Subrecipient Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the Grantee.
2. Deposit slips (or bank statements) showing deposit of the payments received from the Grantee.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Subrecipient Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project under this Subrecipient agreement.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Subrecipient Agreement related correspondence.

EXHIBIT H

Project Monitoring Plan Guidance

Introduction

For the project(s) contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

Amended Contract Scope Amendment No. 1

To: Glen Sturdevant, Sewerage Commission – Oroville Region
Email: gsturdevant@sc-or.org

From: Provost & Prichard Consulting Group
Date: June 15, 2021

Subject: SC-OR Funding and Planning Services

For over two years, we have worked with SC-OR staff on funding and planning services associated with the proposed wastewater treatment plant (WWTP) upgrade project. We entered into an agreement with SC-OR for this work on August 29, 2018 with a scope of services and an estimated fee for those services. Our work initially involved the preparation of a funding application to the Clean Water State Revolving Fund (CWSRF) for funding for the WWTP upgrades.

1. Since we started on this work, we have encountered a number of issues that are outside the scope of our original proposal. Many of these issues revolved around the Camp Fire and its impact on the greater Oroville community. After the fire as State and federal agencies began providing aid for the reconstruction, SC-OR was approached about funding programs that were represented as possible funding mechanisms for the WWTP upgrades. The programs included AB101 programs, California Office of Emergency Services, the Economic Development Agency, FEMA, the IRWM program, USDA and WIFIA. As part of our funding work, we assisted staff and the Board in pursuing these funding options.
2. We were also involved in preparing and presenting the rate increases adopted by the SC-OR Board for Fiscal Year 19/20 and presenting those increases to the member entities at their Proposition 218 hearings. Rate increases for the next five years were adopted in anticipation of funding the WWTP upgrades. We also explored options to raising or lowering facility connection charges for new connections to the SC-OR WWTP and the impacts to new development within the service area.
3. In March of 2020 Jacobs presented a revised WWTP upgrade option that changed many of the planned upgrades. In November of 2020 Jacobs submitted 90% plans that relocated some of the planned improvements on the site. These changes, while beneficial to the project, created additional work in updating the project description for the environmental document and financial projections for the project.
4. Additionally, we were asked to assist with several WWTP improvement projects (the clay pond isolation valve and the construction of the auxiliary pump station piping improvements).

A summary of the additional work performed and associated costs is provided below:

1. Funding options:	\$24,012
2. User & connection fees:	\$7,461
3. Updated WWTP improvements:	\$16,625
4. WWTP improvement projects:	\$667
<hr/>	
Subtotal:	\$48,765

This Contract Amendment was originally submitted in February 2021. During negotiations with SC-OR on this Contract Amendment, we became aware of new and/or altered project components that were not included in the original Project Description provided to us by SC-OR. At that time, we withdrew our proposed Contract Amendment No. 1 after realizing additional previously completed work would need to be redone to accommodate the new and/or altered project components.

The Area of Potential Effects (APE) was expanded by SC-OR staff to include the entire WWTP site except for the “Clay Pond” located on the northern portion of the WWTP site. The amended APE map was developed and is attached as Exhibit 1 along with Exhibit 2 showing the land owned by SC-OR with the corresponding Butte County Assessor Parcel Numbers (APN's). After discussions with SC-OR staff and the WWTP improvement project design consultant, Jacobs Engineering, a revised Project Description (Exhibit 3) was developed and reviewed by SC-OR staff. This Project Description will serve as the basis for the revised IS/MND to be prepared as part of CEQA compliance.

The Project Report will be updated to include the new and/or altered project components based on descriptions to be provided by Jacobs Engineering. The financial analysis will also need to be updated to reflect new capital and operations costs to be provided by Jacobs along with schedule revisions for construction and completion of the improvements.

Since February 2021 SC-OR staff and Jacobs have worked with the SC-OR Board of Directors to define the new and/or altered project components to be included in the final design of the WWTP improvement project. That was completed at the May SC-OR Board meeting and the resulting revised Project Description was prepared based on input from SC-OR staff.

The expansion of the APE will require expanded biological and cultural surveys of the areas not previously surveyed as part of CEQA compliance. Demolition of the primary clarifiers, anaerobic digesters and the primary sludge pump building, along with the removal of equipment from the Cl₂/SO₂ room will require preliminary asbestos and lead paint surveys. To address these issues, we will utilize the following subconsultants

- Cultural Survey: ECORP Consulting, Inc. ECORP will provide supplemental cultural resources services as described in their May 18, 2021 proposal (Exhibit 4). Their scope of work, assumptions and estimated cost for this work is included in their proposal.
- Biological Survey: Live Oak Associates, Inc. Live Oak will provide a biological evaluation report update as described in their May 19, 2021 proposal (Exhibit 5). Their scope of work, assumptions and estimated cost for this work is included in their proposal.
- Asbestos Survey and Lead Inspection: T. Brooks & Associates (a division of Provost & Pritchard). T. Brooks will provide an asbestos survey and lead inspection as described

in their June 4, 2021 proposal (Exhibit 6) on the primary clarifiers, anaerobic digesters, primary sludge pump room and the Cl₂/SO₂ chemical room. In addition to their base scope of work, up to 20 additional "Point Count Analysis" tests have been included. Their scope of work, assumptions and estimated cost for this work is included in their proposal.

Each of the subconsultants' work will be overseen by Provost & Pritchard staff and hours have been budgeted for this work.

Revisions to the existing Project Report, IS/MND, Financial Application Package and various CWSRF forms will be required. These revisions will incorporate the new project description, APE, subconsultant reports and updated project design information and costs (provided by SC-OR staff/Jacobs).

During discussions regarding our original Scope Amendment with Scott Huber, SC-OR's attorney, we were asked to include an allowance for addressing comments raised during the CEQA and CWSRF review and comment periods. 24 hours have been included for addressing CEQA review and comments and 16 hours for addressing CWSRF review and comments. These are estimates and may represent more or less hours than what may be required once the review and comments are received. If additional hours are determined by Provost & Pritchard to be needed, we will request a scope amendment to address this additional effort.

A summary of the additional work to be performed is provided below:

4. Cultural	\$6,282
5. Biological	\$10,140
6. Asbestos/Lead	\$7,376
7. CEQA Responses	\$4,334
8. CWSRF Responses	\$2,974
9. Revisions to Project Report, IS/MND & Applications	\$15,500
	Subtotal: \$46,606
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	Total Scope Amendment: \$95,371

Portions of the original task order have either been completed or are no longer applicable to the project. By authorizing this Scope Amendment, SC-OR acknowledges that the following sections of the original Task Order are complete and/or no longer applicable.

- Task 1: Project Management. This task is essentially complete. Any remaining tasks involving invoicing and coordination of subconsultants will be included in the various tasks listed above.
- Task 4: Financial Planning. This task was completed with the acceptance for adoption of the five years of rate increases for SC-OR monthly fees to the member entities. The analysis was presented to the SC-OR Board and the member entities during their Proposition 218 hearings in 2019.
- Task 5: Sewer Connection Fees. Lowering sewer connection fees was discussed by the Board immediately after the Camp Fire as a potential method to stimulate replacement housing growth in the Oroville community. Several options were discussed,

but the State statutes requiring a nexus be established between the fees charged and the actual cost to SC-OR did not allow for an emergency reduction of connection fees. The Board ultimately chose not to pursue the idea.

- **Task 6: Regional Rate Survey.** The rate survey was included with information provided to the Board when the rates were increased in 2019. The Board ultimately decided that, in accordance with Proposition 218, rates and charges need to be specific to the entity, as each entity works with its own set of circumstances and financial challenges.

The following sections will be completed under this Scope Amendment as described below.

- **Task 2: Project Report.** Previously, we utilized Jacobs and CH2M's 30% level design of the proposed WWTP improvements along with the plans for the influent pump station to prepare a Project Report as part of the CWSRF loan application. When the decision was made to convert the aerobic digesters to additional aeration basins and eliminate the primary clarifiers, tech memos prepared by Jacobs were incorporated in the Project Report draft. We will require additional information from Jacobs regarding the new access road, the women's locker room and the aeration additions in the sludge ponds. Demolition of the Cl₂/SO₂ chemical room will be described as removal of existing equipment and no description of any future use of the room will be included. Additional information may be required from SC-OR staff and/or Jacobs during the preparation of the Project Report. No new engineering data or designs will be developed by Provost & Pritchard. 16 hours have been budgeted (noted above) to address public and agency comments on the Project Report.
- **Task 3: Preparation of IS/MND and EPC.** The subtasks listed in the original Task Order will be updated to reflect the new APE and Project Description (Exhibits 1 and 3). A second Kickoff Meeting was not budgeted. The IS/MND will include the influent lift station project as no CEQA documentation on that project has been completed (a NEPA categorical exclusion was prepared by CH2M). The list of Task 3 assumptions is still valid; however, 24 hours have been budgeted (noted above) to address public and agency comments on the IS/MND.
- **Task 7: Financial Report.** The format of the financial report will be that required by the CWSRF loan application process. The financial model was updated prior to the addition of the latest set of WWTP improvements and provided to SC-OR staff. This model will be updated with new costs and dates for the WWTP upgrade and influent pump station projects, annual O&M estimates for the existing and new improvements and other capital projects contemplated by SC-OR (provided by SC-OR staff/Jacobs). No additional Proposition 218 assistance will be provided to SC-OR and the member entities.
- **Task 8: Funding Application.** A CWSRF loan application will be filed on SC-OR's behalf through the State's FFAST online portal. SC-OR staff will provide required information and documents as needed and will review the applications.

Since this work constitutes a substantial impact on our work effort, it will not be possible to complete this work in addition to portions of our original scope within the previously agreed budget. Therefore, we request an amendment of **\$95,371** to our original contract budget to accommodate this additional work.

Schedule:

1. Task 2 and 7: We will begin work on these tasks within two to four weeks after the "Information to be Provided" (listed below) has been sent to us electronically in PDF and MS Word format. We expect this work to take three months to complete after we begin work.
2. Task 3: We will begin work on this task within two weeks after receipt of this signed Scope Amendment and we receive payment of our past due invoices. We expect to have a draft IS/MND for SC-OR staff review within three months after we begin work.
3. Task 8: We will complete the initial submittal of the CWSRF forms and supporting documents one month after the IS/MND is adopted by the SC-OR Board of Directors. The General, Technical and Financial packages will be submitted as documents are completed and information provided by SC-OR staff.

Information to be Provided:

1. Jacobs' reports and tech memos on additional improvements described in the updated Project Description electronically in PDF and MS Word format.
2. Jacobs' updated capital and O&M costs in 2021 dollars – WWTP improvements project and influent lift station project.
3. Schedule for the completion of design, bidding, award, start and end of construction, and startup of the WWTP upgrade project and the influent lift station project.
4. Jacob's project description and site plans for Project Report electronically in PDF and MS Word format including updated 90% drawings.
5. Capital project list and budgets for SC-OR projects over the next five years (exclusive of the WWTP upgrade and influent pump station projects – i.e., upgrade of the Ruddy Creek lift station, etc.).

If this Contract Scope Amendment No. 1 is approved by the SC-OR Board of Directors, please sign below and return a copy to us. If you have any questions, please contact Ken Shuey, P.E. at (530) 592-9240 or kshuey@ppeng.com. This proposal is valid for 30 days.

Exhibits:

1. Amended APE
2. APN Property Parcels
3. Amended Project Description
4. Cultural Resources Survey Proposal
5. Biological Resources Survey Proposal
6. Asbestos Survey and Lead Inspection Proposal

Client: Sewerage Commission –
Oroville Region

Provost & Pritchard Engineering Group,
Inc. dba Provost & Pritchard Consulting
Group

By:

By: *Linda G. Sloan*

Name/Title:

Name/Title: Linda G. Sloan, Vice President

Date Signed:

Date Signed: June 15, 2021



Mr. Glen Sturdevant, Manager/Superintendent
Sewerage Commission – Oroville Region
P.O. Box 1350
Oroville, California 95965

June 10th, 2021

Subject: Progress Report – Engineering Services for WWTP Upgrade Final Design, General Consulting, and Influent Pump Station Design

Dear Glen,

This progress report for engineering services related to the Wastewater Treatment Plant Upgrade Design, General Consulting, and Influent Pump Station Design covers work performed from April 3rd through April 30th, 2021. Our invoices for services performed during this period have are provided in the associated email.

Work performed during this period includes the following:

- General Consulting
 - Developed draft Olive Ranch capacity study
 - Developed summary table of recent capacity studies to track overall approved increases
- TO 29 – Auxiliary Influent Pump Station Bid Docs
 - Completed IPS Design, including quality control
- WWTP Upgrade Final Design
 - Discussed approach for additional elements with SC-OR and permitting consultant
 - Developed amendment for additional elements:
 - 4-walled buildings
 - New road
 - Demolition of old digesters and new backwash conveyance system
- On-going project management and administrative tasks

If you have any questions regarding this progress report, please call me at 650-644-5948.

Regards,

Ted Couch

Ted Couch, P.E.
Project Manager

Environmental Compliance Report

To the SC-OR Commissioners and Staff from Mikah Salsi and Kendra Morgan

June 23, 2021

INDUSTRIAL PRETREATMENT PROGRAM

INSPECTIONS

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

ENFORCEMENT

There are no enforcement items to report.

ACTIVITIES

SC-OR staff has been in conversations with Graphic Packaging, Inc. (GPI) [located at the airport complex] about an industrial connection. GPI is working on their Industrial Discharge application; they have pulled wastewater samples and are waiting for lab results before they apply.

Our Environmental Compliance Supervisor [ECS] (formerly Lab Technician) has returned from maternity leave, and we are working on her transition into her new role as the ECS. Her new job will be managing the duties and responsibilities of both the laboratory (which she was already doing) and the industrial pretreatment program.

Sewerage Commission - Oroville Region

Monthly Flows Report -

May 21'

Name of Agency	Total Monthly Flow (MG)	Average Daily Flow (MG)	Total Peak Flow (MG)	Date of Peak Flow
SC-OR Plant Total	67.254	2.169	6.20	5.7.2021
Lake Oroville Area P.U.D.	21.585	0.696	1.30	5.22.2021
Thermalito Water and Sewer	12.046	0.389	1.08	5.24.2021
City of Oroville	33.622	1.085	4.06	5.07.2021

Septage Pumps 0.1171 Million Gallons/Month

Monthly Rainfall 0 Total Inches/Month