

SEWERAGE COMMISSION – OROVILLE REGION



BOARD OF DIRECTORS MEETING AGENDA

Regular Board Meeting
February 24, 2021 – 5:00 p.m.
SC-OR Boardroom
2880 South 5th Avenue,
Oroville, CA 95965

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

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

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

Posted: February 19, 2021

AGENDA
REGULAR MEETING OF
SEWERAGE COMMISSION – OROVILLE REGION
FEBRUARY 24, 2021

1. Call to Order ❖

2. Roll Call ❖

3. Salute to Flag ❖

4. Acknowledgement of Visitors ❖

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

5. Board Meeting Minutes ❖

The Board will review the minutes and consider their approval for the regular meeting of January 27, 2021

6. Authorization of Warrants ❖

The Board will review the warrants and take action to approve their payment for the period ending February 24, 2021.

7. Fiscal Reports ❖

The Board will review the fiscal reports for January 2021.

8. Provost and Pritchard Consulting Group's request of a Budget Increase for Funding Applications in the amount of \$25,000 ❖

Engineer Ken Shuey will explain the need for an increase of the funding application budget in an amount not to exceed \$25,000.

(CONTINUED)

9. Adoption of the Contract Between the Sewerage Commission and Cole Huber LLP for Legal Services, and consideration to authorize the Manager to Sign the Contract ❖

The Board will consider adoption of the contract to provide legal services for SC-OR by Cole Huber LLP, and authorizing Manager Sturdevant to sign the contract. Action Requested.

10. Resolution 02-21 – Establishing Repayment of Funds Expended from the Capital Outlay Reserve for the Construction of the Solar Array Project ❖

The Board will consider the adoption of Resolution 02-21, Establishing Repayment of Funds Expended from the Capital Outlay Reserve for the Construction of the Solar Array Project, making the transfer of funds based upon when the PG&E true-up statement is received. This resolution will supersede Resolution 03-04. The Board will hear the report and take appropriate action.

11. Annual Transfer of Funds in Accordance with Resolution 02-21 ❖

The Board will hear a report regarding the solar savings carryover and annual funds transfer from the unrestricted account into the capital outlay reserve fund. The Board will hear the report and take appropriate action.

12. Adoption of Job Descriptions and Policies 2861, 2862 & 2863 Created for New Positions in SC-OR Management Restructure (Policy 2861 – Lead Operator; Policy 2862 – Plant Supervisor; Policy 2863 – Environmental Compliance Supervisor)

The Board will consider adoption of the job descriptions created for the new positions in the management restructure: Plant Supervisor, Lead Operator, and Environmental Compliance Supervisor. Action requested.

13. Proposed Pay Scales for New Positions Created in SC-OR Management Restructure ❖

The Board will review and consider adoption of the proposed pay scales for the newly created positions: Plant Supervisor, Lead Operator, and Environmental Compliance Supervisor. Action requested.

14. Adoption of the Hourly Wage Schedule as required by CalPERS ❖

If the board chooses to adopts the pay scales for the newly created positions, then an updated hourly wage schedule must also be adopted to satisfy the CalPERS requirement. Action requested.

(CONTINUED)

15. Budget Increase Request from Jacobs Engineering for Task Order #29 (Auxiliary Influent Pump Station) ❖

The Board consider an increase to Task Order #29 with Jacobs Engineering in an amount not to exceed \$88,000, which will bring the total budget to \$204,000.

16. Budget Increase Request from Jacobs Engineering for Task Order #34 (Wastewater Treatment Plant Upgrade Final Design) ❖

The Board consider an increase to Task Order #34 with Jacobs Engineering in an amount not to exceed \$63,000, which will bring the total budget to \$2,395,753.

17. Attorney's Report (All items may be subject to Board action) ❖

18. Manager's Report (All items may be subject to Board action) ❖

19. Visitor's Comments ❖

20. Commissioner and Staff Comments ❖

21. Adjournment ❖

The Chairman will adjourn the meeting to the next regular Board meeting to be held on March 24, 2021 at 5:00 p.m.

Manager's Report

**To the SC-OR Commissioners by Glen Sturdevant
on February 19, 2021**

Operations & Maintenance

There were no major operational or maintenance issues this month at the plant. However, with information received from the LOAPUD and TWSD collection crews, we were made aware of a couple of significant repairs that need to be made on SC-OR owned sewer lines. Both entities have offered to help us in any way they can, which is greatly appreciated. Now that we are aware of the issues, we will take the necessary steps to find the best, most cost-effective way to do the repairs.

Auxiliary Pump Station #2

SC-OR is still waiting on the final quote breakdown for a 3rd auxiliary pump. I was hoping to bring to the board a cost for purchase and installation at this meeting, but will hopefully have all the information by the March meeting.

Plant Upgrade Status Report

Mikah Salsi and I attended a 90% design meeting at Jacobs Engineering in Redding on Feb 11, 2021. We had concerns regarding some of the design, which we expressed to Jacobs Engineering during the meeting, and they are going to look at the changes that would need to be made and the costs associated with said changes. One of these changes is the removal of the old anaerobic digestors; they planned to leave them standing, and actually keep one in service as our backwash equalization tank. I stated I have concerns about the safety of keeping these structures standing, and especially keeping one in service. I asked for them to look at alternatives.

Solar Savings Repayment

In accordance with Resolution No. 03-04, a transfer from the Unrestricted Account into the Capital Outlay account to repay the cost of the solar field installation will be made each year based upon the savings that SC-OR gets from its solar energy production. We created a new resolution, No. 02-21, that changes the requirement of the solar savings transfer to reflect that this transfer will be made after SC-OR receives the "True Up" bill from PG&E. To determine our savings, we used the average cost of a KWhr charged by PG&E, and multiplied that by the number of KWhr SC-OR's solar array produced. SC-OR saved an estimated \$243,510.66 in 2020. I will request to transfer \$100,000 for the annual repayment.

Influent Pump Station

We have been informed by the County that the grant from the State Water Resources Control Board will be released soon, but they are not sure exactly when. I would like direction from the board on a few matters regarding the construction. I was told by the former manager that he was given direction by the board to replace the old bar screen as an out-of-pocket cost separate from the influent pump station. I have not been able to find in the minutes where this direction was given, and while I agree this is definitely the right way to go, I would like to get clear direction from the board on this. There is other work in the same area that will need to be done during the upcoming plant upgrade. My belief is that SC-OR should pay for this work to be done during the influent pump station project. It makes sense in both timing and in cost to do these projects while the ground is already open rather than to come back at a later date and dig up the same area that was already exposed during the influent pump station project.

Alternate Funding – WIFIA (Water Infrastructure Finance and Innovation Act)

SC-OR staff has been looking into additional funding sources for the plant upgrade project, we have been in contact with a couple of agencies that have recommended WIFIA funding through the federal EPA. According to the agencies we spoke to it is a very efficient and affective funding source. I wanted to get direction from the Board on whether SC-OR staff should investigate further.

Job Posting

We have completed our first round of interviews and found some interesting candidates; we will have a second round of interviews with the candidates that stood out in early March, and will make our decision as to whom to offer the position to after that.

SC-OR Organizational Restructure Pay-Ranges

Since none of the created positions in the reorganization were covered in the salary survey done by Bryce Consulting, I did some research on my own to find an appropriate pay range for the newly created positions. I used other North State Grade IV facilities, since that is who we are in direct competition with for recruiting personnel. I used City of Chico, City of Redding and the City of Yuba City. These plants all are Grade IV facilities like SC-OR, and have the exact same state licensing requirements. These pay ranges are on the proposed pay scale that is included in your packet.

Ruddy Creek Pump Station

It is my opinion that the Ruddy Creek Pump Station should be considered for an upgrade or a full replacement. I have been in contact with staff at TWSD and the City of Oroville to let them know that I will be gathering information to determine how this is best accomplished. I am requesting permission from the board to start the process. During high flow situations the pump station is running all available pumps and barely keeping up. If one of these were to fail it could lead to very serious problems.

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

(Held at the Commission office on January 27, 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 ❖

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

3. Salute to the Flag ❖

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

4. Acknowledgment of Visitors ❖

Jeff Carter, TWSD Attorney, and Jayme Boucher, Manager of TWSD; Scott Huber, Attorney for the City of Oroville.

5. Board Meeting Minutes of the Regular Meeting held on December 16, 2020 and the Special Meeting of January 7, 2021.❖

Upon motion by Chairman Hatley to approve the minutes of the meetings, and second by Commissioner Fairbanks, the minutes of the December 16, 2020 regular meeting and the January 7, 2021 special meeting were unanimously approved.

6. Authorization of Warrants ❖

Commissioner Pittman met with Manager Sturdevant and checked the warrants earlier, and having found everything to be in order made a motion for their approval. The motion was seconded by Chairman Hatley. Warrants 26526-26579. in the total amount of \$143,755.79 from December 17, 2020 to January 27, 2021, including Commissioner fees and electronic fund transfers, were unanimously approved and ordered paid.

Commissioner Pittman mentioned that staff caught a large error in an invoice that was received and had it corrected prior to payment.

7. Fiscal Reports ❖

Manager Sturdevant stated the fiscal reports for December 2020 were in the packets for review. There were no questions and nothing further to report.

Chairman Hatley moved item number 11, Legal Services for the SC-OR Board of Commissions, to be heard at this time. See notes under item #11.

8. Resolution 01-21 (Investment of SC-OR Monies in L.A.I.F.) ❖

Manager Sturdevant explained that Resolution 01-21 is the annual resolution authorizing the investment of SC-OR funds into the Local Agency Investment Fund (L.A.I.F.). Because L.A.I.F. pays better interest we put our monies there.

A motion was made by Commissioner Reynolds to approve Resolution 01-21, authorizing Investments of SC-OR Monies into L.A.I.F., which was seconded by Commissioner Latulippe, and passed by the following votes: Reynolds – Aye, Latulippe – Aye, Fairbanks – Aye.

9. Annual Transfer of Funds in Accordance with Resolution 03-04 ❖

Manager Sturdevant said that Resolution 03-04 was created to pay back the monies we borrowed from ourselves for the original solar installation in 2002. Each year we pay back a portion of the savings received from the solar system. We have roughly \$400,000 left to pay back. SC-OR had been receiving its PG&E true-up bill in October, but since the solar upgrade we now receive it in the middle of February. His recommendation is to change the resolution to allow for this transfer after we receive the true-up bill from PG&E.

The consensus of the board was to bring this resolution back for consideration once the PG&E true-up bill is received in March.

10. Contract with Duke Sherwood Contracting for Demolition and Disposal of Caustic Building ❖

Manager Sturdevant said that the original estimate in 2014 from Duke Sherwood was \$9,669.00, but that was an estimate for demolition only. It did not include disposal, hauling or testing. He contacted two other companies for quotes, but did not receive a call back from either. He said that the first quote from Sherwood Contracting was for \$39,000.00, but after talking to Don Sherwood as to what SC-OR staff could do to get the cost down, the quote was amended to \$31,348.00. Commissioner Pittman asked what work the SC-OR staff would do to lower the cost. Manager Sturdevant said the quote included removing power, water, etc. We have disconnected the power, we will cap the water lines, and we will handle backfilling once the building is removed.

Commissioner Reynolds said that he thinks the price is only going to continue to go higher. He told Manager Sturdevant he did a great job in the negotiation of the contract, and it shows that a little bit of conversation can go a long way. Chairman Hatley said that Manager Sturdevant's history at SC-OR helped in negotiating that contract also.

Chairman Hatley made a motion to approve the contract with Duke Sherwood Contracting for the demolition and disposal of the caustic building at a cost not to exceed \$31,500. Commissioner Reynolds seconded the motion, and the motion passed by the following vote: Reynolds – Yes, Latulippe – Yes, Fairbanks – Yes.

11. Legal Services ❖

Chairman Hatley said that this item was again discussed at the Thermalito Water and Sewer District's (TWSD) board meeting, and it was determined they do not agree with hiring an attorney that is currently the attorney of another member entity. In their board's opinion the due diligence was not done at SC-OR to look for outside counsel. Commissioner Reynolds asked what the concern was of the TWSD board. Chairman Hatley said it was a conflict of interest. There needs to be a separation between legal services of member entities.

Jeff Carter, attorney for TWSD, stated that conflicts of interests are addressed in the *Rules of Professional Conduct* of the California Bar Association, Section 1.7, which prohibits a lawyer from taking on a matter where there is a direct conflict of interest without the consent of the clients. Where there is a possibility of conflict there must be a written disclosure of the potential conflict, and then a written consent of the client acknowledging the potential conflict and indicating that despite the conflict they consent to the representation. Mr. Huber is in a potential situation of, when advising both the City of Oroville and SC-OR, it could be viewed as trying to serve the interest of two masters. A lawyer owes loyalty and independent judgment to their client.

Attorney Huber said there is the possibility for conflict, and he will not compromise his integrity nor ethics. If there is a conflict, he will disclose it immediately. Conflicts don't happen often, and can be waived by the entities. Attorney Carter asked that if Mr. Huber was the attorney for TWSD and SC-OR, would the LOAPUD and the City wonder if he was favoring one side or the other.

Jayne Boucher, General Manager of TWSD, said that knowing that there is a potential of conflicts of interest, why put the SC-OR Commission in that position of having to seek outside counsel? He wondered why the SC-OR board has not done their due diligence in looking at other legal firms, instead of only looking at one firm that could have a potential conflict of interest.

Assistant to the Manager, Ray Sousa, said that he would lean towards hiring independent counsel. He gave some history of conflicts at SC-OR, and asked if SC-OR were to arbitrate the City, who would represent whom.

Commissioner Reynolds stated that SC-OR would hear first from Attorney Huber if there was a potential conflict. Commissioner Pittman said that the contract for legal services can be cancelled at any time if there is a conflict. He stated that the subcommittee had recommended Attorney Huber after doing their research.

Chairman Hatley asked if we needed a closed session to consider the contract with Attorney Huber. Attorney Huber said that it has already been agendized and considered in closed session. There is no law that says the contract must be published, although most public agencies do publish them.

Manager Sturdevant said that his goal is to have the best legal representation at SC-OR, and if we do go with Attorney Huber and there ever were to be a conflict then we should have a plan in place to remedy the conflict.

Commissioner Fairbanks said that the LOAPUD Manager talked with their legal counsel, and the attorney from Minasian Law Firm that he spoke with said it is not too uncommon for attorneys to represent two entities with potential conflicts of interest.

A motion was made by Commissioner Reynolds to hire Cole/Huber Attorneys as representation to the SC-OR Board of Commissioners. The motion was seconded by Commissioner Fairbanks, and passed by the following votes: Reynolds – Yes, Latulippe – Yes, Fairbanks – Yes.

12. Manager's Report ❖

Manager Sturdevant stated there were no operational or maintenance issues this month. He reported that SC-OR held a JPA managers meeting, with representatives of all the member entities in attendance. They lined out some priorities that need to be addressed. Communication was at the top of the named priorities on the list. Future meetings are planned at least quarterly, more often if necessary. Commissioner Pittman said he would like to see each entity have a status board so we all know what is going on in the other entity's areas.

Manager Sturdevant reported that the organizational restructure that the Commissioners had asked him and the Assistant to the Manager to look into to assure there is redundancy in training, certification and knowledge for each position has been completed, and copies of the job descriptions for the three positions that have been changed to create that redundancy and a structural flow chart, were included in the packet. The finances have not yet been addressed. He will bring the salary recommendations to the next meeting that were part of the salary survey.

Chairman Hatley asked when Mikah would be able to take the grade VI certification test. Mikah said that he had applied to take the test last year, but because of COVID-19 all testing was cancelled. He has applied to take the upcoming test scheduled in April, and anticipates that he will be able to, but will not know until just a few weeks prior to the test date. Commissioner Pittman asked what happened to the Chemist position. Manager Sturdevant said that the Chemist position will be combined into the Environmental Compliance Supervisor position. They felt that the environmental compliance and laboratory testing were in the same category.

13. Visitor Comments ❖

Ray Sousa said that Glen has asked him stay to help him through creation of the 2021/2022 budget. He may be here another month or so.

Attorney Scott Huber thanked the commission for the vote of confidence in hiring him as their representation.

14. Commissioner and Staff Comments ❖

Chairman Hatley said that he has confidence in Attorney Huber, and welcomed him to SC-OR.

Commissioner Reynolds gave kudos to Manager Sturdevant for being easy to work with and gushed all over him (gross)!

Commissioner Pittman asked to have a subcommittee appointed to review the SC-OR policy manual in the near future. Ray Sousa stated that he has gone through the policy book and it is very solid.

15. Adjournment ❖

There being no further business, the meeting was adjourned at 6:22 p.m. to the regular meeting scheduled on February 24, 2021 at 5:00 p.m.

Respectfully submitted,



GLEN E. STURDEVANT, CLERK

DRAFT

**LEGAL SERVICES AGREEMENT BETWEEN
SEWERAGE COMMISSION – OROVILLE REGION
AND COLE HUBER LLP FOR LEGAL SERVICES**

THIS AGREEMENT for legal services is entered into by and between Sewerage Commission – Oroville Region, a California joint powers authority in the State of California (hereinafter referred to as “Client”) and Cole Huber LLP and any successor thereto (hereinafter referred to as “Law Firm”), as of _____, 2021 (the “Effective Date”).

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to Client the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall continue until terminated by either party as set out in Section 7. 1.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Client, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Law Firm shall, immediately upon receiving notice from Client of such desire of Client, reassign such person or persons.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. Client hereby agrees to pay Law Firm a sum not to exceed the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Law Firm's proposal, for services to be performed and reimbursable costs incurred under this Agreement. Client shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. Law Firm shall submit all invoices to Client in the manner specified herein.

available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

Client shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with Client employees and reviewing records and the information in possession of the Client. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of Client. In no event shall Client be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to Client of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the Client, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. The Client may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the Client's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to Client at Law Firm's earliest possible opportunity and in no case later than five days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies Client may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Client may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies Client may have and are not the exclusive remedy for Law Firm's breach:

4.3.1. Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to Client that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Client.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Law Firm shall include the provisions of this Subsection in any subcontract approved by the Client Manager of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. Client may cancel this Agreement at any time and without cause upon written notification to Law Firm.

Law Firm may cancel this Agreement upon 60 days' written notice to Client and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; Client, however, may condition payment of such compensation upon Law Firm delivering to Client any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the Client in connection with this Agreement.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Client and Law Firm shall survive the termination of this Agreement.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose business, regardless of location, would place Law Firm in a “conflict of interest,” as that term is defined in the rules of professional responsibility governing Law Firm’s profession, unless such conflict may be waived by Client and Client chooses to waive such conflict in writing.

Law Firm shall not employ any Client official in the work performed pursuant to this Agreement. No officer or employee of Client shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Client. If Law Firm was an employee, agent, appointee, or official of the Client in the previous twelve months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the Client for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Notices.

Any written notice to Law Firm shall be sent to:

Cole Huber LLP
Attn: Scott E. Huber
2281 Lava Ridge Court, Suite 300
Roseville, CA 95661

Any written notice to Client shall be sent to:

Sewerage Commission – Oroville Region
Attn: [[[TBD]]]
2880 S. 5th Ave.
Oroville, CA 95965

9.10 Integration. This Agreement, including the attachments, represents the entire and integrated agreement between Client and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral.

EXHIBIT A

SCOPE OF WORK

The following services shall be provided under this Agreement:

CLIENT ATTORNEY SERVICES

Law Firm shall provide all general counsel services customarily provided to public agencies such as Client, which include the following:

- Attend all Client Board meetings and hold regular office hours, if requested;
- Attend Planning or Management Team meetings as appropriate;
- Regularly communicate with the Client Board, Client Manager, department heads and designated staff;
- Attend staff meetings as necessary or requested;
- Advise regarding Brown Act requirements and parliamentary procedures governing public meetings;
- Advise regarding compliance with the Political Reform Act, and other ethics statutes, regulations, and rules;
- Ensure timely compliance with requests for public records;
- Draft and review municipal ordinances and resolutions;
- Draft and review Client contracts;
- Advise regarding real property acquisitions, easements, and dedications;
- Advise regarding tort claims and liability exposure;
- Provide guidance on personnel matters, including employee discipline and separations;
- Ensure compliance with general plan, zoning, and other land use requirements for both Client and private party-initiated actions and applications;
- Advise about the requirements of the California Environmental Quality Act and other environmental laws and regulations;
- Advise regarding code enforcement and building code matters;
- Provide opinions regarding municipal and other legal matters as directed by the Client Board and Client administration;
- Monitor and advise regarding the adoption of new federal and state laws and regulations;
- Manage outside legal counsel; and
- Communicate with the press when directed by the Board or Client Manager.

EXHIBIT B

COMPENSATION

Client shall compensate Law Firm as follows:

Client Attorney Services

Client shall pay Law Firm an hourly rate of \$200 for attorneys and \$135 for paralegals. Law Firm shall not charge for attorney or paralegal travel to and from the Client.

For purposes of recording its time, Law Firm shall bill only its actual time to the tenth of the hour (i.e., 6-minute increments).

In lieu of requesting reimbursement of costs and expenses (such as postage, deliveries, duplication, etc.) related to general legal services, the firm proposes to charge a flat administration fee of 2.5% of the monthly amount billed. Law Firm shall also be reimbursed for expenses advanced on the Client's behalf.

Extraordinary and Litigation Services

Client shall pay Law Firm an hourly rate of \$225 for attorneys and \$150 for paralegals for extraordinary and litigation services.

For litigation services, the firm would also include on monthly invoices reimbursement of necessary costs incurred for the following:

- Court filing fees
- Attorney services (includes service of process fees, arbitrators, and mediators)
- Messenger services
- Westlaw research outside of our prepaid service fee
- Fed-Ex, OnTrac Overnight, or other one-day delivery services
- Reasonable travel expenses and parking fees for court appearances, attendance at depositions and other similar matters
- Actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page if performed in-house
- Any other expense not listed above that becomes necessary for the successful resolution of a client matter

RESOLUTION 02-21

SEWERAGE COMMISSION – OROVILLE REGION RESOLUTION ESTABLISHING REPAYMENT OF FUNDS EXPENDED FROM THE CAPITAL OUTLAY RESERVE FOR THE CONSTRUCTION OF THE SOLAR ARRAY PROJECT

WHEREAS, the Sewerage Commission – Oroville Region constructed a solar array system in 2002; and

WHEREAS, the Sewerage Commission – Oroville Region spent \$2,494,137.86 in funds held by the Capital Outlay Reserve to pay for the cost of constructing the solar array system; and

WHEREAS, the Sewerage Commission – Oroville Region believes that the amount expended for the solar array system by the Capital Outlay Reserve will be required for future plant capital equipment and/or expansions of the Commission; and

WHEREAS, it is the intent of the Sewerage Commission – Oroville Region that the Capital Outlay Reserve be reimbursed for all costs funded by the Reserve for the solar array project; and

WHEREAS, this Resolution 02-21 will supersede Resolution 03-04 in its entirety.

NOW THEREFORE, BE IT RESOLVED that reimbursement payments are to be made annually after the PG&E “true-up” statement is received. The transfer will be based upon a percentage of the estimated savings.

If, in the opinion of the Commission's Manager, the Capital Outlay Reserve can be reimbursed in an amount in excess of the savings in electricity costs, or if the Manager has determined that a minimum annual reimbursement payment would cause an undue hardship on the operations of the Commission, the Manager will notify the Board of Commissioners and obtain Board approval to modify the reimbursement amount.

PASSED AND ADOPTED this 24th day of February 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:

ABSTAINED:

Trevor J. Hatley, Chairman

ATTEST:

Glen E Sturdevant, Clerk

BOARD POLICY

Sewerage Commission - Oroville Region

TITLE: Job Description - Lead Operator
ADOPTION DATE: 24 February 2021

NUMBER 2861

Job Description

Under the direction of the Plant Manager and/or Plant Supervisor, the Lead Operator assigns, instructs and supervises all operations and maintenance for the Sewerage Commission of Oroville Region's wastewater plant, collection system, outfall line and all other appurtenances. Under direction of the Plant Manager and/or Plant Supervisor, the Lead Operator will supervise all daily operations and maintenance and help plan and implement non-routine operational needs. Duties may include but are not limited to:

1. Coordinate all maintenance, corrective and preventative.
2. May be required to analyze recording instrument readings, interpret laboratory results, and make the proper adjustments to plant processes to achieve the required effluent results.
3. May be required to requisition chemicals, supplies and parts, and schedule vendors.
4. Implement all safety rules and practices.
5. Determine remedial actions during emergencies.
6. Perform other duties that may be required by the Commission.
7. In the absence of both the Manager and the Plant Supervisor, will act in a "shift supervisor" roll.
8. Shall be a registered "Data Submitter" for state reporting to the California Water Resources Control Board (CWRCB).
9. Inspect plant to determine efficiency of operations and cleanliness.
10. Lead Operator acts as a working supervisor.

Desirable Qualifications

1. Formal Education:
 - A. High school graduate or equivalent. College courses in engineering and chemistry highly desirable.

2. General Requirements:
 - A. Possess a California State Water Resources Control Board Grade III Certificate, or higher.
 - B. Have knowledge of processes and equipment involved in wastewater treatment.
 - C. Have ability to direct and evaluate operation of the plant.
 - D. Have ability to handle emergencies.
 - E. Have ability to train and supervise plant operating personnel.
 - F. Have ability to prepare routine operation reports and maintain records.
 - G. Is willing and able to wear a self-contained breathing apparatus.
 - H. Is willing and able to work under adverse conditions such as alone at night, around dust and raw or treated sewage, outside, and handling chlorine and other chemicals.
 - I. Possess a valid California driver's license.
 - J. Possess a current C.P.R. card in accordance with the Standards of the American Heart Association.

3. General Educational Development:
 - A. Reasoning
 - (1) Apply principles of wastewater treatment to solve practical operational problems.
 - (2) Interpret a variety of instructions in written, oral, diagrammatic or schedule form.

B. Mathematical

Perform ordinary arithmetical, algebraic and geometric procedures in standard practical application.

C. Language

- (1) Write or assist in preparation of operation reports;
- (2) Establish and maintain communications with superiors and co-workers.

4. Specific Vocational Preparation:

- A. Completion of operator training course or equivalent in training and experience.
- B. One to five years experience in wastewater treatment plant operation, depending upon the size and complexity of the plant. Supervisory experience desirable.

BOARD POLICY

Sewerage Commission - Oroville Region

TITLE: Job Description – Plant Supervisor
ADOPTION DATE: 24 February 2021

NUMBER 2862

Job Description

The Plant Supervisor is also the Designated Operator-in-Charge as defined in Section 3671 of Chapter 26 of Division 3 of Title 23 of the California State Water Resources Control Board Code of Regulations. Under general supervision of the Plant Manager, and in conjunction with Environmental Compliance Manager, he/she also assigns, instructs and supervises all plant operating personnel in the Sewerage Commission - Oroville Region's 6.5 million gallons-per-day secondary treatment plant during an assigned shift. Duties include:

1. Legally responsible official.
2. Analyzes recording instrument readings and laboratory test results and adjusts plant processes accordingly;
3. Oversees the coordination of maintenance, corrective or preventative;
4. Oversees the maintaining of required maintenance records and operating logs;
5. Prepares reports;
6. Inspects plant to determine efficiency of operation and cleanliness;
7. Oversees the requisition of chemicals, supplies and parts;
8. Schedules vendors;
9. Prepares work schedules, including holidays, vacations and work shifts, subject to Manager's approval;
10. Reviews and verifies weekly time records of all plant operating personnel;
11. Conducts training programs and safety meetings;
12. Conducts tours;

13. Determines remedial action in emergencies;
14. Performs other duties as assigned;
15. Duties may require one to be a working foreman.

Desirable Qualifications

1. Formal Education:

High school graduate or equivalent. College courses in engineering and chemistry highly desirable.

2. General Requirements:

- A. Possess a California State Water Resources Control Board Grade IV Certificate;
- B. Have knowledge of processes and equipment involved in wastewater treatment;
- C. Ability to direct and evaluate operation of the plant;
- D. Ability to handle emergencies;
- E. Ability to train and supervise plant operating personnel;
- F. Ability to prepare routine operation reports and maintain records;
- G. Willing and able to wear a self-contained breathing apparatus;
- H. Willing and able to work under adverse conditions such as alone at night, around dust and raw or treated sewage, outside, and handling chlorine and other chemicals;
- I. Possesses a valid California driver's license;
- J. Ability to obtain a C.P.R. card in accordance with the Standards of the American Heart Association.

3. General Educational Development:

- A. Reasoning

- (1) Apply principles of wastewater treatment to solve practical operational problems;
- (2) Interpret a variety of instructions in written, oral, diagrammatic or schedule form.

B. Mathematical

Perform ordinary arithmetical, algebraic and geometric procedures in standard practical application.

C. Language

(1) Write or assist in preparation of operation reports;

(2) Establish and maintain communications with superiors and co-workers.

4. Specific Vocational Preparation --

A. Completion of wastewater training course or equivalent in training and experience.

B. One to five years experience in wastewater treatment plant operation, depending upon the size and complexity of the plant. Supervisory experience desirable.

5. In the Manager's absence:

Administrative Authority

A. In accordance with Board Policy for the Plant Supervisor

(1) May be required to assume duties of CPO

(2) May be required to assume all administrative duties of Manager

(3) May be required to assume duties of Fiscal Officer and Clerk of the Board

Administrative authority may be delegated to the Plant Supervisor by either SC-OR Manager or the Board of Commissioners to meet the needs of SC-OR until said needs are abated.

All SC-OR staff will support the Plant Supervisor in this temporary role.

BOARD POLICY

Sewerage Commission - Oroville Region

TITLE: Job Description-Environmental Compliance Supervisor NUMBER 2863
ADOPTION DATE: 24 February 2021

Job Description

Under general supervision of the Plant Manager, and in conjunction with the Plant Supervisor, the Environmental Compliance Supervisor will supervise and perform specialized and complex chemical, bacteriological and physical laboratory tests and analyses of raw, partially treated, and treated wastewater and by-products to determine efficiency of plant processes, and ensure that effluent meets local, state and federal requirements. Regulated, administer, and enforce activities related to the environmental compliance programs required by SC-OR. Programs including, but not limited to: Industrial Pretreatment Program, Risk Management Program, Process Safety Management Program, Spill Prevention Control and Countermeasure Pan.

Duties include but are not limited to:

1. Conducts or supervises less complex routine tests.
2. When laboratory technicians are present, supervises technicians and provides routine procedures to be followed.
3. Sets up pilot processes when conducting research in improved procedures.
4. Provides direct or indirect information to operating personnel regarding chemical requirements and adjustments, changes, or additions to various treatment processes.
5. Develops bid specifications for commercial laboratory contracts.
6. Conducts sampling at various sites, including the wastewater treatment Plant.
7. Ability to program and retrieve automatic samplers and flow metering devices, to remove manhole covers, and to comply with confined space entry rules and practices.

8. Reviews all data collected, analyzes results, and develops appropriate reports to industries and to regulatory agencies.
9. Develops and/or oversees development of technological based local limits and revisions.
10. Maintains existing Quality Assurance (QA) / Quality Control (QC) program for lab equipment, sampling equipment, probes, and sample containers.
11. Plans, organizes and administers the permitting, monitoring, inspection, enforcement and pollution prevention activities of the Industrial Pretreatment Program.
12. Formulates and implements new procedures and documents for compliance objectives.
13. Works with local businesses and other public agencies in evaluating the effects of hazardous chemicals on the regional wastewater system.
14. Develops procedures and documents for the Sewerage Commission – Oroville Region's Industrial Pretreatment Program, including code revisions when required.
15. Provides adequate information on pollution prevention for educational benefit to industries and the public.
16. Reviews new industrial permits to meet Industrial Pretreatment Requirements.

Desirable Qualifications

Any combination of training and experience that provides the required knowledge, skills, and abilities is qualifying. Typical education would include a Bachelor of Science Degree from an accredited college, university, or equivalent in Chemistry or a related field, plus two years of field experience dealing with industrial wastes or equivalent combination.

1. Formal Education: College degree in chemistry, or high school graduate plus college-level courses in chemistry, biology and bacteriology.
2. General Educational Development:
 - A. Reasoning: Apply principles of chemistry, biology and bacteriology to solve a variety of problems related to wastewater treatment; interpret a variety of written, oral and diagrammatic instructions.

- B. Mathematical: Perform ordinary arithmetical and algebraic procedures in standard practical applications; may require knowledge of higher mathematics.
 - C. Language: Ability to evaluate and interpret technical data, prepare reports, and establish and maintain communications with superiors and co-workers.
 - D. Understand chemical, biological and bacteriological processes pertinent to wastewater treatment, and possess solid knowledge of problems and processes involved.
3. Specific Vocations Preparation:
- A. Laboratory experience in a position of responsibility.
 - B. Ability to work well with others.
 - C. Possess a valid California driver's license.
 - D. Possess a current C.P.R. card in accordance with the Standards of the American Heart Association.
 - E. Ability to obtain a Laboratory Analyst/Water Quality Analyst Certificate from the California Water Pollution Control Association (CWPCA) or the California-Nevada Section of the American Water Works Association (CA-NV/AWWA), or the ability to obtain required minimum lab analyst certification for which our lab is certified within 6 months of hiring.
4. General Requirements:
- A. Thorough knowledge of wastewater treatment processes and chemicals, biological or bacteriological action involved in each process.
 - B. Thorough knowledge of pertinent local, state and federal regulations and requirements.
 - C. Ability to work on own initiative and establish proper testing procedures.

**PROPOSED HOURLY WAGE SCHEDULE
FOR THE NEW POSITIONS IN THE RESTRUCTURE**

POSITION	1 Base	2 6 Mos.	3 1 Yr.	4 2 Yrs.	5 3 Yrs.	6 4 Yrs.	7 5 Yrs.
Plant Supervisor	36.95	38.62	40.36	42.22	44.12	46.14	48.27
ECS	31.39	32.80	34.17	35.77	37.36	39.16	41.13
Lead Operator	31.39	32.80	34.17	35.77	37.36	39.16	41.13

Salary comparisons for new positions

	Redding	Chico	Yuba City
Plant Supervisor	\$48.01/hr	\$53.73/hr	\$48.77/hr
ECS*			
Environmental	\$48.81/hr	57.82/hr	\$52.68/hr
Lab	\$39.52/hr	35.29/hr	\$45.91/hr
Lead OPR	\$41.29/hr	\$42.70/hr	\$44.12/hr

Recommended salaries for new positions

Plant Supervisor	\$48.27/hr
ECS	\$41.13/hr
Lead OPR	\$41.13/hr

* Since we are essentially combining 2 positions into 1, I used the salaries for both positions to compare.

APPENDIX II
Bi-Weekly Payroll
HOURLY WAGE SCHEDULE
Effective March 1, 2021

POSITION	1 Base	2 6 Mos.	3 1 Yr.	4 2 Yrs.	5 3 Yrs.	6 4 Yrs.	7 5 Yrs.
O. I. T.	21.79	22.74	23.62	24.76			
Admin. Assistant	25.26	26.25	27.29	28.46	29.61	30.86	32.32
Grade I Operator	24.97	26.03	27.14	28.31	29.48	30.83	32.30
Grade II Operator	27.75	29.02	30.28	31.38	32.91	34.41	36.06
Grade III Operator	28.53	29.83	31.08	32.45	33.85	35.37	37.08
Plant Supervisor	36.95	38.62	40.36	42.22	44.12	46.14	48.27
ECS	31.39	32.80	34.17	35.77	37.36	39.16	41.13
Lead Operator	31.39	32.80	34.17	35.77	37.36	39.16	41.13
Manager/Superintendent	53.61		56.43	59.40	62.52	65.81	

The cost-of-living allowance will be cumulative so that the entire wage scale will be incremented each Sept. 1st (based on the CPI @ August 31st). Advanced grade recognition of \$.72/hour will only be paid for one grade above grade III, and is not cumulative (Excludes Administrative O&M)

Daily Report to the SC-OR Board of Commissioners
Training & Discussions with Glen Sturdevant, Manager

Presented by Ray Sousa

Assistant to the Manager

January 26, 2021

Met with Glen, subjects covered were as follows:

1. Began preliminary budget. Put together budget information for the purpose of showing staff the past practice of preparing SC-OR's annual budget.
2. Meeting ended with 3.5 hours committed.

January 27, 2021

Met with Glen, subjects covered were as follows:

1. Discussion on LAIF (Local Agency Investment Fund). Brief discussion on budget, board minutes and past resolutions as pertains to contracts. Glen and Mikah were busy with storm related issues from last night's storm event, but Glen and I were still able to get some training in. Mikah was not as available as he was busy with plant issues. Glen and I will bring him up to speed on what he missed.
2. Attended SC-OR Board meeting
3. Meeting ended with 3.5 hours committed

February 2, 2021

Met with Glen and Mikah, subjects covered were as follows:

1. Continued working on pay scale for the three new positions created for staff redundancy.
2. Preliminary discussion regarding annual budget preparation.
3. 3.25 hours committed

February 3, 2021

Met with Glen, subjects covered were as follows:

1. Showed Glen where the right-of-way files are, and where these sites are located throughout the community (West interceptor, LOA PUD vault, outfall line, etc). Went over proposed funding for a new Ruddy Creek Pump Station (past commitments by the City of Oroville to SC-OR).
2. 2.5 hours committed

Summary:

This last month was very busy for Glen and Mikah due to many meetings with engineers. In addition, interviews for the entry level position being offered by SC-OR has taken up a lot of time. I have not worked as many hours this month due to the busy schedule of SC-OR staff.

We were able to prepare a pay scale for the new positions created. Glen will report to you at the meeting on the job descriptions and pay scale, which will fit nicely into the future needs of the Commission.

Next month will be committed to budget preparation.



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

February 12th, 2021

Subject: Task Order No. 29 – Auxiliary Influent Pump Station Amendment No. 3

Dear Glen,

This proposal is to amend Task Order No. 29, dated October 28th, 2015 (as amended April 27, 2016 and June 13th, 2019) for providing design services to SC-OR for a new auxiliary influent pump station (primary influent pump station number 2). Task Order No. 29 has been amended as follows:

Contract	Date	Amount	Total
Original Task Order	October 28 th , 2015	\$43,000	\$43,000
Amendment No. 1	April 27 th , 2016	\$17,000	\$60,000
Amendment No. 2	June 13 th , 2019	\$56,000	\$116,000
Amendment No. 3	February 25 th , 2021	\$88,000	\$204,000

The original intent of Task Order No. 29 was to update the 5-year-old design for code related changes and to update equipment based on current manufacturer's offerings. During the design we increased the design capacity of the pump station at SC-OR's request and added control of the flow split between the plant headworks and the emergency storage ponds. An additional \$17,000 budget was added in 2016 to cover this additional design effort. Scope was then added to provide bid phase services necessary to hire and contractor and commence construction. \$56,000 was added in 2019 to cover these services

Jacobs (previously CH2M HILL) requests that the budget previously authorized under Task Order No. 29 be increased by \$88,000 for a total not-to-exceed budget of \$204,000 to finalize design. Additional design components are recommended, after detailed design of the larger WWTP Upgrade Project. Construction of these components within the auxiliary influent pump station will be more efficient, cost effective, and require less installation complexity. They include:

- Odor control piping
- Plant drain flow meter vault
- Front-end Legal Specifications
- Rag Removal Screen Replacement
- Electrical Distribution Coordination

The detailed task breakdown is included in the following pages. The budget allocated per task is as follows:

Task	Budget
------	--------

1 – Project Management	\$6,000
2 – Bid Documents	\$82,000

The schedule for completion is revised to an estimated completion by October 31st, 2021. The work will be in accordance with the terms and conditions of the original Task Order No. 29 and our master agreement dated July 27, 1998, as amended June 2, 2006 and June 13th, 2019. To authorize this amendment, please sign and date both copies of this letter, keep one for your files, and return the other copy to Ted Couch. We appreciate the opportunity to continue to provide SC-OR with Engineering related services.

If you have any questions regarding this Task Order No. 29, please call Ted at 650-644-5948.

Sincerely,
Jacobs

Authorized by:
SC-OR

Ted Couch, P.E.
Project Manager

Glen Sturdevat
Manager/Superintendent

John Schoonover
Manager of Projects

Date Authorized: _____, 2021

Scope of Work

CH2M HILL's services will consist of performing tasks necessary for the development of one detailed set of Bid Documents. The project will include project management and quality control (QC) activities.

Activities involve modification of the IPS2 bid documents prepared in 2019 to incorporate the WWTP upgrade changes. The WWTP upgrade changes will be designated as Schedule A in the Bid Documents. The WWTP upgrade modifications will add the following items to the Bid Documents:

- Buried odor control ducting from the IPS2 structures that connects to the existing buried ductwork.
- Flow meter and vault installed in the Plant Drain pipe to IPS2.
- Completion of front-end specifications including Bidding Requirements, Contract Forms, General Conditions, and Supplementary Conditions.?
- Replacement of Rag Removal Screen
- Electrical distribution modifications for coordination with WWTP Upgrade electrical design.

The following assumptions are included in the basis for this scope of work:

- If any revisions to equipment are required it will be limited to revising model numbers or specified features and will not require redesign of structural elements of the design.
- Advertising and bid period services are not included in this scope of work.
- SC-OR will obtain any required agency reviews, approvals, and permits.

Task 1 – Project Management and Meeting Facilitation

CH2M HILL will initiate and manage project activities, schedule, and plan work to assure that activities are completed in a properly integrated and timely manner. Project management will include the following:

- Progress Monitoring – Monitor budget, work progress, and schedule. Monitor work efforts and evaluate actual versus planned progress.
- Coordination and Staff Management – Coordinate and schedule appropriate staffing to meet project requirements.
- Administration – Maintain project records, manage and process project communications, and coordinate project administrative matters.
- Meeting Preparation – Arrange for site visits and project meetings with SC-OR. Prepare and distribute agenda and meeting minutes.

Deliverables

- Meeting agenda and meeting notes
- Monthly project progress reports
- Monthly project billings showing labor hours by staff member

Task 2 – Bid Documents

Bid Documents will be prepared for a maximum of one lump sum bid package, where a single General Contractor will furnish all equipment, materials, and labor necessary to construct the project.

Construction Cost Estimates

CH2M HILL will update the construction cost estimate that was provided at the end of the initial design services. The estimate will be prepared to a level of accuracy based on the information available, within normal industry standards. The estimate will be formatted in accordance with the Project design Construction Specifications Institute (CSI) specification format and segregated by facility. Where sufficiently detailed information is lacking to obtain reasonably accurate quantities of materials, allowances will be used to provide an opinion of the estimated construction costs at the midpoint of construction. Cost estimates and levels of accuracy (Class level) will conform to AACE International, AACE Recommended Practice No. 18R-97.

Deliverables

- Five hard copy sets to SC-OR of the 100 Percent Bid Ready Documents, including technical specifications, standard details (8 ½-inch by 11-inch), and signed and stamped half-size construction drawings (11-inch by 17-inch)
- Two sets to SC-OR of signed and stamped full-size construction drawings (22-inch by 34-inch)
- One set of electronic files containing technical specifications, standard details, and drawings in Adobe Acrobat .pdf file format



February 12th, 2021

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

Subject: Amendment No. 2 to Task Order No. 34 – Wastewater Treatment Plant Upgrade
Final Design

Dear Glen:

This proposal is to amend Task Order No. 34, under the Master Services Agreement dated March 20, 2007, as approved October 23, 2018 and amended April 1, 2020, for providing design engineering services to SC-OR on the Wastewater Treatment Plant Upgrade Design Project. Task Order No. 34 has been amended as follows:

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

This amendment increases the budget by \$62,411 to a total budget of \$2,395,753. This Amendment will be used to cover the value engineering services performed in 2020 to identify a revised project approach.

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

To authorize this amendment, please sign both copies of this letter, keep one copy for your files, and return the other copy to my attention. If you have any questions regarding this proposed amendment, please call Ted at 650-644-5948. We appreciate the opportunity to continue to provide engineering services to SC-OR.

Sincerely,
Jacobs

Authorized By,
SC-OR

Ted Couch, PE
Project Manager

Glen Sturdevant
Manager/Superintendent

John Schoonover
Manger of Projects

Date Authorized: _____, 2021

Environmental Compliance Report

To the SC-OR Commissioners and Staff from Mikah Salsi

February 24, 2020

INDUSTRIAL PRETREATMENT PROGRAM

INSPECTIONS

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

ENFORCEMENT

There are no enforcement items to report.

ACTIVITIES

At the Northern Sacramento Valley Integrated Regional Water Management Technical Advisory Committee Meeting on February 17th, Butte County Office of Water and Resource Conservation gave an update on the IRWM grant. Butte County is still working with DWR Grant Funding Agreement. SC-OR staff is working closely with Butte County to know when the grant funds will be released so we can go out to bid. Jacobs Engineering is finalizing the bidding documents.

Our plant lab technician, Kendra Morgan, is on a temporary leave for a few months. The operations staff is covering both the environmental compliance and the laboratory duties during her absence.

Sewerage Commission - Oroville Region

Monthly Flows Report -

Jan-21

Name of Agency	Total Monthly Flow (MG)	Average Daily Flow (MG)	Total Peak Flow (MG)	Date of Peak Flow
<i>SC-OR Plant Total</i>	81.265	2.621	8.00	1/28/2021
<i>Lake Oroville Area P.U.D.</i>	27.231	0.878	2.30	1/28/2021
<i>Thermalito Water and Sewer City of Oroville</i>	15.515	0.500	1.51	1/28/2021
	38.519	1.243	4.19	1/28/2021

Septage Pumpers 0.1108 Million Gallons/Month

Monthly Rainfall 8.7 Total Inches/Month