

Manager's Report

To the SC-OR Commissioners by Glen Sturdevant
on January 20, 2023

Operations & Maintenance

There were no major operational issues to report this month, however, we received a large amount of additional influent flow due to the severe weather the North State just endured. With that said, I couldn't be happier with the performance of the SC-OR crew lead by our Lead Operator Mitch Maxwell. The plant was setup and ready for the flows, and the operational staff stepped up and worked the shifts that were needed to make sure SC-OR was at no risk of violation with our effluent or collection system.

Influent Pump Station

We have been informed due to more supply issues that we are probably pushed back to June 2023 for completion.

Resolution 01-23 (Investments of SC-OR Monies in L.A.I.F)

This is our annual resolution authorizing SC-OR manager to invest SC-OR's money into the Local Agency Investment Fund (L.A.I.F.) rather than just keeping it in the checking account.

Mid-Year Budget Amendments

Due to the supply and demand of our chemicals, the prices have skyrocketed so I need to adjust the line item called "Operating Supplies". I also adjusted the line item titled "Insurance" by \$3,000.00. These Budget Amendments will increase the Operating Budget by \$118,000.00, which was subtracted from the contingency budget, resulting in a new contingency balance of \$274,897.00, and a total Operating Budget of \$3,014,525.00. I also added SC-OR's portion of Influent Pump Station project to the capital expenditures budget.

Upgrade Funding Options

We have previously been operating under the auspice that SC-OR would receive 24.6 million dollars from the CDBG-DR grant; however, we knew there was a possibility that the county could change that amount based upon being able to fund urgent need areas instead of being required to spend it in Low to Medium Income areas (which SC-OR is in). The state is currently requiring the LMI spending, but the county feels as if they may have swayed them into allowing them to spend the grant monies in urgent need areas (Camp Fire burn scar). If that is the case, SC-OR can still move forward with Phase I of the upgrade; we will just have to fund approximately half of the project from our reserves.

Resolutions to Apply for and Repayment of a State Revolving Funds (SRF) Loan

I am bringing 2 resolutions before you for Board consideration regarding applying for a SRF loan

- Resolution 02-23 authorizing the SC-OR manager to apply on SC-OR's behalf for a SRF loan
- Resolution 03-23 guaranteeing repayment of a SRF loan should the SC-OR board choose to accept it.

Contract for Preparation of NEPA Document

Since SC-OR is receiving the CDBG-DR grant monies we have to comply with federal guidelines on our environmental documents, SC-OR has already done a CEQA (California's Environmental Document), so a lot of the information will directly transfer to the federal document, so preparation cost would not be what it would be if we were starting from scratch.

RFP for Grant Administrator

The County recommended we contract out the administration of the CDBG-DR grant we are receiving; the reporting rules and administration of the grant is a full-time job and should be done by a person or firm with experience handling such matters.

ECO Green Contract Adjustment

The Board previously approved a contract with Eco Green Solutions to upgrade all the plant lighting to energy efficient LED fixtures, the contract was for approximately \$42,000.00. When ECO green installers arrived, they noticed that there were some exterior fixtures left out of the work, I asked them to requote the job and send another proposal. Now I am asking the board to approve a contract for a total not to exceed \$53,000.00. The repayment terms are the same as before and it will cost SCOR zero dollars, the \$53,000.00 will be re-paid out of the savings at a rate of \$1486.15/mo. After the \$53,000.00 is paid off SC-OR will then start to save that \$1486.15/month.

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

(Held at the Commission office on December 12, 2022 at 11:00 a.m.)

1. Call to Order ❖

Chairwoman Mastelotto called the meeting to order at 11:00 a.m.

2. Roll Call ❖

Commissioners present were Wristen from the Thermalito Water and Sewer District, Mastelotto and Salvucci from the Lake Oroville Area Public Utility District, and Reynolds from the City of Oroville. Staff present was Manager Sturdevant and Plant Supervisor Salsi. Attorney Dave Richie sat in for Attorney Scott Huber. Commissioner Taggart of the Thermalito Water and Sewer District arrived at 11:04, and Commissioner Thomson from the City of Oroville arrived at 11:30 p.m.

3. Salute to the Flag ❖

Chairman Mastelotto led the Commissioners and staff in the salute to the flag.

4. Acknowledgment of Visitors ❖

None

5. Board Meeting Minutes of the Regular Meeting held on November 15, 2022 ❖

Upon motion by Commissioner Wristen to approve the minutes of the meeting, and second by Commissioner Salvucci, the minutes of the November 15, 2022 regular meeting were unanimously approved.

6. Authorization of Warrants ❖

Chairperson Mastelotto met with Manager Sturdevant and reviewed the warrants earlier, and having found everything to be in order made a motion for their approval. The motion was seconded by Commissioner Reynolds. Warrants 27832-27876 in the total amount of \$441,628.95 from October 25 to November 16, 2022, including Commissioner fees and electronic fund transfers, were unanimously approved and ordered paid.

7. Fiscal Reports ❖

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

8. Resolution 06-22 Authorizing SC-OR to apply for SRF Funding and Making Manager Authorized Representative ❖

Manager Sturdevant said that we are at a point where we have a completed SRF application, though our project has somewhat changed since this process began due to the phasing of the project. We are still applying for SRF funding in case some of our other funding options don't come through. This resolution is required to designate Manager Sturdevant as the authorized representative to apply for the SRF funding. Chairwoman Mastelotto asked about the need to apply for this funding. Manager Sturdevant said that it has been a three-year process to prepare this application, and we would like to apply so if some of our other funding doesn't come through, we are not three-years out.in applying for this. Commissioner Wristen asked if there was a cap on the amount of funds that we can apply for. Plant Supervisor Salsi stated that our application is for \$40M, but that amount can be adjusted as our project adjusts. A motion was made by Commissioner Wristen to approve Resolution 06-22 authorizing SC-OR to apply for SRF Funding and Making Manager the Authorized Representative. The motion was seconded by Commission Salvucci, and passed by the following vote: Wristen – Aye, Mastelotto – Aye, Reynolds – Aye.

9. Consider Proposals and Awarding a Contract for Concrete Pad and Awning for a Sodium Bi-Sulfite Station ❖

Manager Sturdevant said that we pulled the Sodium Hypochlorite station out of the upgrade plan, and will use it as a Sodium Bi-Sulfite station until the upgrade project begins, when it will be repurposed back to a Sodium Hypochlorite station. Having a Sodium Bi-Sulfite station now will allow us to dechlorinate if we can no longer get Sulfur Dioxide gas. The sourcing for that gas is very tentative.

We received two quotes from Gateway Pacific Contractors and Duke Sherwood Contracting. Gateway's proposal came to \$193,489, and Duke Sherwood's proposal is for \$140,509. It is staff recommendation to go with Duke Sherwood Contracting, as they are local, always have been reliable, and are \$50,000 less in their proposal.

Commissioner Wristen asked if these two bids were on the same degree of construction on the project, as Duke Sherwood's proposal was very simple. Manager Sturdevant verified that their bids were apples to apples.

Chairwoman Mastelotto made a motion to award the contract to Duke Sherwood Contracting for concrete pad and awning for a Sodium Bi-Sulfite station in an amount not to exceed \$140,509, with a variance of 10% that can be approved by Manager Sturdevant. The motion was seconded by Commissioner Wristen, and passed by the following vote: Wristen – Aye, Mastelotto – Aye, Reynolds – Aye.

10. Attorney's Report ❖

Attorney Richie stated that there was nothing to report other than Attorney Huber had received the final letters from firms interested in becoming SC-OR's new counsel. Attorney Huber will forward those to Manager Sturdevant to be included at the next meeting for consideration.

11. Manager's Report ❖

Manager Sturdevant said he feels we are on the right path for the upgrade project funding options, but has one additional option to consider. With what we have been unofficially told we will get from the County in grant funds, along with what we have in the bank, we would be able to fund 50% of the upgrade project without phasing it. We could now go to the federal government and apply for a WIFIA loan, which requires us to fund 51% of the project. In getting this loan we could build the complete project instead of doing it in phases. He prefers not to go this route, as he believes we can get more grant monies to complete other phases of the project, but wanted to bring this option to the Commissioners. The WIFIA funds are not going away, so if grant funds are not found we can later apply for WIFIA funds. It is a much easier loan to apply for than a SRF loan, with not nearly as much red tape or governmental requirements.

Commissioner Taggart asked what the return rate on LAIF was.. Attorney Richie stated that municipal advisors recommend against LAIF because their terms are not as favorable.

Chairwoman Mastelotto thinks that the phased direction we are going in is the best course for SC-OR. The other commissioners agreed and directed staff to continue on that course.

Manager Sturdevant reported that the influent pump station is still on pace to be completed in March 2023. He said we may need to have a special meeting in January 2023, as we were hoping to have more proposals from engineering companies to do the environmental document for phase 1 of the project for this meeting, but have only received 1 proposal. This is a time-sensitive issue, and we need to get it going as soon as possible for the funding. We also may need to do a closed session with Attorney Huber in the special meeting to report on the potential litigation. We did get some numbers back on the study from Bartles Wells Associates, and their recommendations on changing the rate structure for multi-family units.

12. Visitor Comments ❖

None

13. Commissioner and Staff Comments ❖

None

14. Adjournment ❖

There being no further business, the meeting was adjourned at 11:32 a.m. to the regular meeting scheduled for January 24, 2023 at 5:00 p.m.

Respectfully submitted,



GLEN E. STURDEVANT, CLERK

Draft

RESOLUTION 01-23

SEWERAGE COMMISSION - OROVILLE REGION

ANNUAL RESOLUTION AUTHORIZING INVESTMENT OF SEWERAGE COMMISSION - OROVILLE REGION MONIES IN LOCAL AGENCY INVESTMENT FUND

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Sewerage Commission - Oroville Region does hereby find that the deposit and withdrawal of monies in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein, is in the best interests of the Sewerage Commission - Oroville Region.

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

1. Authorization is hereby given for the deposit and withdrawal of Sewerage Commission - Oroville Region monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated herein.
2. The following officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

Glen E. Sturdevant, Treasurer; Lauri Pittman, Administrative Assistant;
Angela Mastelotto, Commissioner; Rich Salvucci, Commissioner;
Commissioner; Scott Thomson, Commissioner; Bruce Wristen,
Commissioner; Brad Taggart, Commissioner.
3. The bank account for the Sewerage Commission - Oroville Region to be used for deposits and withdrawals shall only include that at the Bank of America in Oroville and our Local Agency Investment Account.
4. This resolution shall include the formal investment policies of the Sewerage Commission - Oroville Region and shall be reviewed and readopted annually at a regular meeting of the Sewerage Commission - Oroville Region duly noticed and conducted in their offices in accordance with the provisions of California Senate Bills 866 and 564.
5. This resolution supersedes Resolution 01-22.

6. The provisions of this resolution shall become effective January 24, 2023.

PASSED AND ADOPTED this 24th day of January 2023 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:

Angie Mastelotto, Chairwoman

ATTEST:

Glen E. Sturdevant, Clerk

RESOLUTION 02-23

SEWERAGE COMMISSION - OROVILLE REGION

SEWERAGE COMMISSION - OROVILLE REGION RESOLUTION DESIGNATING THE PLANT MANAGER/SUPERINTENDENT AS THE AUTHORIZED REPRESENTATIVE AND AUTHORIZING THE SUBMITTAL OF A STATE REVOLVING LOAN FUND APPLICATION

WHEREAS, The Manager/Superintendent of SC-OR is the authorized representative for SC-OR, and

WHEREAS, SC-OR has plans to construct a \$50 million dollar wastewater treatment plant upgrade project designed to meet regulatory requirements and expected growth within the JPA, and

WHEREAS, SC-OR is applying for State Revolving Loans to help pay for the wastewater treatment plant upgrade project.

NOW, THEREFORE, BE IT RESOLVED the SC-OR Board of Commissioners of the Sewerage Commission – Oroville Region, as follows:

The Plant Manager, Superintendent or designee is hereby authorized and directed to sign and file for and on behalf of the Entity a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of SC-OR Plant Upgrade Project.

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

CERTIFICATION, I do hereby certify that the foregoing is a full, true, and correct copy of a resolution, **PASSED AND ADOPTED** this 24th day of January 2023 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:

Glen Sturdevant, Clerk

Angie Mastelotto, Chairwoman

RESOLUTION 03-23

SEWERAGE COMMISSION - OROVILLE REGION

REIMBURSEMENT RESOLUTION FOR THE STATE REVOLVING LOAN FUND APPLICATION FOR THE SC-OR PLANT UPGRADE PROJECT

WHEREAS, the Sewerage Commission – Oroville Region desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its Wastewater system, including certain treatment facilities, pipelines and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction and/or reconstruction of the Project or portions of the Project with monies ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations, the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"), and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds, the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available monies of the Agency; and

WHEREAS, the Agency has determined that those monies that will be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period, and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

NOW, THEREFORE, THE AGENCY DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$50,000,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend monies for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2, and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct, and this Agency so finds, determines and represents.

CERTIFICATION, I do hereby certify that the foregoing is a full, true, and correct copy of a resolution, **PASSED AND ADOPTED** this 24th day of January 2023 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:

Angie Mastelotto, Chairwoman

Glen Sturdevant, Clerk

December 20, 2022

Client:

Mikah Salsi
Plant Supervisor
530 534-0353 - Office
530 693-1897 - Cell

Sewerage Commission-Oroville Region (SC-OR)
P. O. Box 1350 (Mailing Address)
2880 S. 5th. Ave (Physical Address)
Oroville, CA 95965

Project: Sewerage Commission – Oroville Region Wastewater Treatment Plant Upgrade

Project Understanding:

The Sewerage Commission – Oroville Region SC-OR is seeking services from an environmental firm to help in the preparation and facilitation of approval of an NEPA environmental documents for federal funding on a construction project involving upgrades to the existing wastewater treatment plant. The SC-OR has developed and approved a CEQA document with supporting technical documentation that will be used to support the analysis and findings of the NEPA environmental document. It is expected that an Environmental Assessment (EA) with a Finding of no Significant Impact (FONSI) will be the appropriate level of documentation as there are no apparent applicable categorical exemptions for the scope of this proposed project.

Based on the information provided, it is understood that Butte County is administering the funds for this project and will be point of contact between HCD and SC-OR. In order for Gallaway Enterprises to be an effective consultant in the delivery of the work products outlined below it will require SC-OR and Butte County to facilitate open communication and dissemination of information from HCD to Gallaway Enterprises.

Task 1: NEPA Environmental Assessment

Gallaway Enterprises will develop a draft NEPA EA/FONSI following the template provided by the Housing U.S. Department of Housing and Urban Development. Gallaway Enterprises will utilize existing information from the CEQA document and SC-OR to conduct the analysis contained within the NEPA document.

Due to the highly variable nature of review procedures by NEPA lead agencies and individual HCD staff GE is anticipating 3 rounds of review. If additional review beyond these 3 rounds are needed or the scope of the project changes GE will need to re-scope.

Deliverables: 3 rounds of review of the draft NEPA EA delivered electronically in PDF format and Word to the Client.

Task 2: Facilitate the Approval of the NEPA Document

Gallaway Enterprises will provide guidance, draft documentation and peer review in support of obtaining NEPA approval from the HCD. It is assumed that SC-OR and HCD will be responsible for all public outreach and notification processes costs.

Deliverables: Attendance at one board meeting, provide guidance via email and memos delivered electronically to the Client.

Cost Estimate:

Services will be rendered on a time and materials basis according to the attached fee schedule. Our billings are due and payable upon receipt. If you have any questions about any items on your invoice, please contact us promptly. Invoices not paid after 30 days will result in a stop work order until the full balance has been paid.

Task	Description	Project Manager	Senior Planner	Planner	Total
		\$130/hr	\$120/hr	\$100/hr	
1	NEPA Environmental Assessment	\$260	\$3,840	\$5,000	\$9,100
2	Facilitate the Approval of the NEPA Document	\$260	\$2,880	\$400	\$3,540
Reimbursable Expenses-GPS/travel					\$25
Estimated Total Task					\$12,665

Schedule:

The first draft of the NEPA document within Task 1 will be completed approximately 8 weeks of authorization to proceed. Task 2 will occur throughout the life of the project and in coordination with the Client and HCD. Final approval of the NEPA document will be highly dependent on the review timelines and timeliness of HCD.

Allocation of Gallaway Enterprises Staff:

Kevin Sevier, Vice President
117 Meyers Street, Suite 120
Chico, CA 95928
(530) 332-9909 office
kevin@gallawayenterprises.com

Terms and Conditions:

- 1.) No tasks outside the agreed scope of work will be performed without additional payment. Outside tasks include, but are not limited to: agency consultation or coordination not described in this proposal, additional report or map modifications after final submission, production of additional reports or maps not expressly stated to the scope of work, such as USFWS Biological Assessment, formal wetland delineation, analysis of wetlands protection, NEPA EIS, and protocol level botanical and wildlife surveys. Should specific tasks be identified Gallaway Enterprises will provide a written scope of work and cost estimate.
- 2.) Upon contract authorization and notice to proceed, Client grants full access to supporting documentation.
- 3.) This proposal is valid for 30 days from the date above.
- 4.) All survey data will be reported to the Client and will remain confidential.
- 5.) Either Client or Gallaway Enterprises shall each have a right to terminate this Contract upon ten (10) days written notice to the other party. In such an event, Client shall, within 10 calendar days, pay Gallaway Enterprises in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this contract shall be terminated upon completion of all applicable requirements of this Contract. Gallaway Enterprises reserves the right to stop work without 10-calendar day's notice written notice if payment schedules are not met.
- 6.) Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the prevailing party shall be entitled to attorneys' fees, expenses of counsel and costs incurred by reason of such action.
- 7.) Any and all disputes between the parties may arise pursuant to this Agreement shall be heard and determined before an appropriate federal or state court located in or for Butte County, California. The parties hereto acknowledge that such courts have the exclusive jurisdiction to interpret and enforce the provisions of this Agreement, and the parties waive any and all objections that they may have as to jurisdiction, venue or conflict of law issues in any of the above courts.
- 8.) This Agreement, including the Exhibits and Schedules, and other documents referred to herein which form a part hereof, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter to the extent any provisions contained herein are inconsistent with provisions of any such prior agreements.
- 9.) In the event any portion of this Agreement may be determined by any Court of competent jurisdiction to be unenforceable, the balance of the Agreement shall be severed therefrom and shall continue in full force and effect.

gallaway
ENTERPRISES

117 Meyers Street, Suite 120 Chico, CA

Proposal

Date: _____

Kevin Sevier, Vice President
Gallaway Enterprises, Inc
Employer Identification No: 73-1627501

I hereby authorize Gallaway Enterprises, Inc to proceed with the work as set forth in this proposal.

Date: _____

By: _____

Print Name: _____

Title: _____

Company: _____

State of Incorporation: _____

Federal Tax ID No.: _____

Name and address where billings are to be sent:

Print Name and Title: _____

Company Project Number or Reference Name: _____

Telephone: _____ Email: _____

Mailing Address: _____

City, State, Zip: _____

Gallaway Enterprises, Inc

*Schedule of Fees**

Effective September 19, 2022

Labor

Senior Regulatory Biologist	\$160.00 per hour
Senior Project Manager	\$168.00 per hour
Project Manager	\$130.00 per hour
Senior Botanist/Biologist/Planner	\$120.00 per hour
Archaeologist	\$110.00 per hour
Associate Biologist/Botanist/Planner	\$110.00 per hour
Biologist/Botanist/Planner/Arborist	\$100.00 per hour
GIS Analyst I	\$100.00 per hour
GIS Analyst	\$90.00 per hour
Water Quality Manager QSP/CESSWI	\$100.00 per hour
Compliance Monitor/Field Technician	\$85.00 per hour
Litigation Support – Expert Witness Testimony	\$ 325.00 per hour
Emergency Services**	\$200.00 per hour
Clerical/Accounting/Administrative	\$ 70.00 per hour

Expenses

Document Reproduction, Materials, Permit Fees, Etc.	Actual Cost
Sub-Contractors	Actual Cost+ 5%
Boat Rental	\$100/day
GPS Equipment, Spray Rig, ATV	\$50/day
Fish Electroshock and other sampling equipment	varies
Mileage (applies to projects located more than 100 miles from our Chico office)	0.625 per mile

1. Per diem charges for travel may apply depending upon the job location. Per diem costs will be described within contract documents or included in unit prices.

*Negotiated fee schedules are available for on-call contracts and multi-year projects.

**Emergency rates apply when services are required and rendered with less than 48 hours' notice.



Yuba Planning Group, LLC

Community Planning | Environmental Analysis | Project Management

January 18, 2023

Attn: Mikah Salsi
Sewerage Commission-Oroville Region
P.O. Box 1350
2880 S. 5th Avenue
Oroville CA 95965
VIA EMAIL: msalsi@sc-or.org

**Re: Proposal for NEPA Compliance for the Sewerage Commission-Oroville Region
Wastewater Treatment Plant Upgrade Project**

Dear Mr. Salsi:

Thank you for the opportunity to provide a scope of work and cost estimate for NEPA environmental review and compliance services for the Sewerage Commission-Oroville Region's (SC-OR) Wastewater Treatment Plant (WWTP) Upgrade Project.

Team Background

NEPA compliance services for the SC-OR WWTP Upgrade Project will be completed by leveraging Yuba Planning Group's (YPG) extensive experience in environmental review processes, technical writing and research, and public presentation services. We propose one point of contact for all services related to the SC-OR WWTP Upgrade Project in order to provide personalized service and streamline contract management. Jessica Hankins, AICP, will be the Project Manager due to her familiarity with the types of services needed, with nearly 20 years' environmental, land, and transportation planning experience in the private and public sectors. Ms. Hankins is Principal of YPG and an AICP-certified planner through the American Planning Association (Certified Planner No. 34620).

Ms. Hankins has extensive experience in CEQA and NEPA compliance for infrastructure projects from her tenure at Jones & Stokes (now ICF), Raney Planning & Management, and the County of Nevada. She managed and wrote numerous combined CEQA/NEPA documents, including IS/MND-EA/FONSIs and EIR-EISes, as well as prepared CatExes and CEs for federally funded infrastructure projects. As Public Works Project Manager for Nevada County, she assisted the County Sanitation, Engineering, and Solid Waste Divisions with environmental compliance for public works projects, wrote numerous successful State-administered, federally funded grant applications for infrastructure projects and managed complex grant reporting requirements. In her role as Senior Planner for Nevada County, Ms. Hankins assisted the Planning Department's Housing Division with scoping CDBG projects; wrote staff reports, resolutions, and ordinances;

managed environmental review processes for development projects, including writing IS/MNDs and managing EIRs; conducted public outreach and notification as required by local, state and federal guidelines; and presented numerous projects to various County commissions and boards. In her current capacity as owner and principal of YPG, Ms. Hankins has also prepared a number of Municipal Service Reviews for special districts, including sewer districts, which incorporate financial review and planning practices, infrastructure inventories and needs assessments, and staff and facility efficiency assessments.

SC-OR WWTP Upgrade Project Background

Butte County has secured funding from the Community Development Block Grant Disaster Recovery (CDBG-DR) program. This program is federally funded by the U.S. Department of Housing and Urban Development (HUD), which has granted the funds to the California Department of Housing and Community Development (HCD). As a federally funded program, CDBG-DR is subject to National Environmental Policy Act (NEPA) environmental review processes. It is also subject to California Environmental Quality Act (CEQA) review. A CEQA Initial Study/Mitigated Negative Declaration (IS/MND) was prepared in July 2022 and adopted for this project by SC-OR on August 23, 2022.

SC-OR serves three entities in the Oroville region, the City of Oroville, the Lake Oroville Public Utility District, and Thermalito Water and Sewer District. SC-OR owns, maintains, and operates both the WWTP in the City of Oroville as well as a portion of the collection system that includes three sewer mains, two lift stations, and associated facilities. The WWTP was originally constructed in 1959, with the last significant upgrade in 1975. As a result of the WWTP's aged equipment and infrastructure, and in keeping with SC-OR's Master Planning and Financial Assistance Study from 2017, SC-OR proposes the following upgrades to the WWTP:

- Convert the existing aerobic digesters to aeration basins
- Construct one new secondary clarifier to accommodate 15 MGD peak wet weather flows
- Install four new filter supply pumps and two new No. 2 water supply pumps
- Install a new open-channel UV disinfection system inside the existing chlorine contact basins, as well as a sodium hypochlorite system
- Install a rotary drum thickener and building to the southwest of the current aerobic digesters, as well as a polymer system within the rotary drum thickener
- Replace the existing RAS and WAS pumps with four new RAS pumps and a flow control valve
- Install two new flow equalization pumps to transfer equalized flow or digested sludge between ponds
- Install a septage receiving station adjacent to humus ponds No. 1 and No. 2 to remove unwanted material prior to transfer to ponds
- Convert the chlorine and sulfur dioxide feed room in the main plant building to a plant operations office
- Utilize area south of the plant for a contractor's storage yard during construction
- Construct four walls on the Blower and RDT buildings
- Construct a women's locker room in the main plant building
- Relocate and upgrade the WWTP recycled water irrigation system
- Construct a paved access road around the north side of the main plant building
- Demolish a number of existing structures

- Relocate outbuildings and equipment as needed during construction

The project must now comply with NEPA requirements given that the project will receive federal funding via the CDBG-DR program.

Proposed Scope of Work

NEPA processes vary by agency and State. The CDBG Disaster Recovery funding program has specific NEPA requirements under 24 CFR Part 58 that YPG will assist SC-OR in complying with, as follows.

Task 1: Project Start-up

YPG will conduct a site visit and meet with SC-OR to review the project, refine the project description consistent with proposed phasing and any other changes, and evaluate any existing data gaps prior to beginning the NEPA review process. Identifying data gaps and establishing the project description early in the project timeline results in greater net efficiencies in the project process. The refined project description will be submitted to SC-OR for review prior to initiating the Environmental Assessment (EA) process.

Assumptions: The project description is anticipated to remain the same or very similar to the description in the IS/MND, with the exception that the work is now proposed to be phased.

Time expected: 2 weeks

Deliverables: Revised Project Description

Task 2: Prepare Administrative Draft Environmental Assessment

YPG will prepare an administrative draft Environmental Assessment (EA) for SC-OR's review and comment. YPG will use HUD's "Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58" template unless otherwise indicated by the HCD grant administrator.

Assumptions: It is assumed that the CEQA IS/MND and related technical supporting documents provide sufficient information to write the EA.

Time expected: 2 weeks

Deliverables: Administrative Draft Environmental Assessment

Task 3: Prepare Final Environmental Assessment, FONSI, and NOI/RROF

After SC-OR has reviewed and provided any comments on the Administrative Draft EA, YPG will revise the EA and prepare a Finding of No Significant Impact (FONSI) and Notice of Intent (NOI)/Request for Release of Funds (RROF).

Time expected: 2 weeks

Deliverables: Final Environmental Assessment, FONSI, NOI/RROF

Task 4: Distribute and Notice the FONSI and NOI/RROF

YPG will issue the FONSI notice by newspaper publication or posting and distribute to interested parties, local news media, appropriate local, state and federal agencies, and to the Regional Office of the Environmental Protection Agency (EPA) and the HUD field office as required. The public comment period will remain open for a minimum of 15 calendar days, if the notice is published in a newspaper of general circulation in the affected community, or a minimum of 18 calendar days if the FONSI notice is posted (e.g., displayed in public buildings, at the project site) or mailed.

Time expected: 3 weeks including noticing period

Deliverables: News media notice

Task 5: SC-OR Public Hearing

YPG will prepare any responses to comments received on the EA/FONSI and provide them to SC-OR for use in the staff report to the Commission. YPG will also assist with preparation of a presentation and staff report as needed for the SC-OR public hearing, and will attend the public hearing.

Assumptions: It is assumed that the EA/FONSI will be approved in one meeting.

Time expected: 4 weeks to prepare responses, staff report, and get on Commission agenda

Deliverables: Responses to comments and attendance at SC-OR hearing

Task 6: Project Close-out

After SC-OR approval of the EA/FONSI, YPG will assist SC-OR in sending the RROF to HCD and HUD. After a 15-day period for HCD and HUD to receive objections, HCD/HUD will issue the Authority to Use Grant Funds under 7015.16, and environmental review will be complete. ***It is imperative that no project expenditures occur until the Authority to Use Grant Funds is received.**

Time expected: 1 week

Deliverables: N/A

Cost Estimate

The proposed scope of work involves a total of 80 hours of work that will be billed on a time and materials basis with a not-to-exceed capped amount. This approach will provide flexibility for SC-OR as well as assurance that the project will not go over budget.

Task	Description	Hours	Rate	Total
1	Project Start-up			
	Site visit and meeting with SC-OR staff	4	\$120	\$480.00
	Refine project description	4	\$120	\$480.00
	Project review and evaluate data gaps	4	\$120	\$480.00
2	Prepare Admin Draft Environmental Assessment (EA)	32	\$120	\$3,840.00
3	Prepare Final EA, FONSI, and NOI/RROF	8	\$120	\$960.00
4	Distribute and Notice the FONSI and NOI/RROF*	4	\$120	\$480.00
5	SC-OR Public Hearing		\$120	\$0.00
	Prepare responses to comments if needed	8	\$120	\$960.00
	Assist as needed with preparation of staff report	6	\$120	\$720.00
	Attend public hearing	6	\$120	\$720.00
6	Project Close-out	4	\$120	\$480.00
Total		80		\$9,600.00

* Newspaper notices are not included in this amount. Any direct expenses such as newspaper notices will be billed directly with no markup.

Should the scope of work vary from that outlined above, a contract amendment would be needed.

Proposed Schedule

Task	Tentative Schedule	Timeline
1	Project Start-up	2 weeks
2	Prepare Admin Draft Environmental Assessment (EA)	2 weeks
	SC-OR Staff review of Admin Draft EA	2 weeks
3	Prepare Final EA, FONSI, and NOI/RROF	2 weeks
4	Distribute and Notice the FONSI and NOI/RROF*	3 weeks
5	SC-OR Public Hearing	4 weeks
6	Project Close-out	2 weeks
Total Time to Completion		17 weeks

The timelines above are estimates only for informational purposes. YPG will strive to maintain the project schedule and will comply with all contractual requirements.

Please contact me if you have any questions about this proposal. I can be reached at (530) 277-1783 or jhankins@yubaplanninggroup.com.

Thank you,

Jessica Hankins, AICP 34620
 Principal, Yuba Planning Group, LLC
 159 S. Auburn Street, Grass Valley, CA 95945
www.yubaplanninggroup.com
jhankins@yubaplanninggroup.com
 (530) 277-1783



November 15, 2022

Sewerage Commission-Oroville Region (SC-OR)
P.O. Box 1350
Oroville, CA 95965
Delivered via email to msalsi@sc-or.org

Attention: Mikah Salsi, Plant Supervisor

Subject: Letter Proposal – SC-OR Wastewater Treatment Plant Upgrade NEPA Review

Dear Mr. Salsi:

LACO Associates, Inc. (LACO) is pleased to present this proposal to the Sewerage Commission-Oroville Region (SC-OR) for completing environmental review pursuant to the National Environmental Policy Act (NEPA) for the SC-OR Wastewater Treatment Plant Upgrade Project. LACO understands that the Sewerage Commission-Oroville Region is proposing upgrades to the existing wastewater treatment plant (WWTP) located in the City of Oroville and that SC-OR, through the County of Butte (County), is eligible to receive Community Development Block Grant – Disaster Recovery (CDBG-DR) funding from the California Department of Housing and Community Development (HCD). As the CDBG-DR program is funded by the U.S. Department of Housing and Urban Development (HUD), compliance with NEPA is required for the project.

LACO's team offers the following benefits:

- ▶ **Public agency experience:**
Our years of project experience with public agencies throughout California including planning, engineering, geotechnical, environmental, and building design services are evidence that we seamlessly execute our public agency projects. LACO has worked for public agencies throughout California providing professional services in support of infrastructure improvements, economic development, housing, disaster preparedness and resiliency, and many additional opportunities.
- ▶ **Experienced and knowledgeable project team:**
Our top-notch planning team is passionate about assisting our public agency clients with their permitting and environmental compliance needs. Our team includes AICP-Certified Planners and senior- and assistant-level staff with decades of NEPA environmental review experience. We additionally have experience with completing NEPA environmental reviews for projects funded through HUD and in particular through the CDBG-DR program.
- ▶ **Local presence:**
With one (1) of our four (4) offices in Chico, LACO has local knowledge and seeks opportunities to improve the local community in which a portion of our staff lives and works.

Staff Experience

LACO's planning team is comprised of eleven (11) planners with over 60 years of collective tribal government, environmental, local government, private, and planning experience for a wide array of project types and many different jurisdictions. A brief description and respective project role of personnel assigned to the project and expected to take on responsible roles, is included below.

21 W Fourth Street
Eureka, CA 95501
707 443-5054

1072 N State Street
Ukiah, CA 95482
707 462-0222

1550 Airport Blvd., Suite 120
Santa Rosa, CA 95403
707 525-1222

1209 Esplanade Suite 4
Chico, CA 95926
530 801-6170



Michael (Mike) Nelson, AICP
Principal Planner, President/CEO (Chico Office)

Mr. Mike Nelson, AICP, is LACO's President and Principal Planner and will serve as the project's Principal-in-Charge, managing the project's overall performance and execution, and ensuring regulatory and contract compliance. Mr. Nelson has over 25 years of professional planning experience. Mr. Nelson has extensive experience in project management, financial pro forma statements, entitlement, environmental compliance, sustainable design, design, construction, and operation of hospitality projects, commercial facilities, residential developments, subdivisions, and municipal planning projects. Mr. Nelson is LACO's expert on the planning and entitlement process. Mr. Nelson has managed projects from due diligence phases through commissioning and Certificate of Occupancy phases in Northern California, the Central Valley of California, Hawaii, the U.S. Virgin Islands, and Bermuda for many complex entitlement, development, and construction projects, as both an owner's representative and private consultant.



Meghan Ryan
Planning Director (Eureka Office)

Ms. Meghan Ryan has over 17 years of professional planning experience and currently serves as LACO's Planning Director and Senior Technical Advisor. Ms. Ryan has extensive experience in project management, entitlement, environmental compliance, and municipal planning projects. She also previously served as a Senior Planner for municipal, non-profit, and private sector projects from entitlement through construction. Prior to joining LACO, Ms. Ryan's career started as a Planner for Humboldt County where she worked for 8 years. Her project experience includes authoring environmental documents for compliance with NEPA, CEQA, preparing and processing entitlements both State and local agencies, such as the Department of Fish and Wildlife, the North Coast Regional Water Quality Control Board, and the State Water Resources Control Board for developments affecting sensitive species and habitats, Surface Mining and Reclamation Act (SMARA), commercial proposals and Coastal Development Permits. Ms. Ryan routinely prepares and presents written reports and oral testimony to decision makers such as Planning Commissions and Board of Supervisors. Ms. Ryan is an active community member. Ms. Ryan has served on the Manila Community Services District Board of Directors since February 2021. Ms. Ryan has been the President of the Board of Directors since August 2021.



Rebecca (Becky) Dalske, AICP
Project Manager, Senior Planner (Ukiah Office, Chico/Butte County projects)

Ms. Becky Dalske will serve as Project Manager for the project and will also lead the technical writing efforts. Ms. Dalske has been part of the LACO team since 2016 and has managed numerous projects involving preparation of environmental reviews pursuant to NEPA to support various tribal and public agency clients. She currently serves as a Senior Planner and Project Manager at LACO. She specializes in the preparation of environmental documents pursuant to NEPA and CEQA, the management of multidisciplinary projects, the development and implementation of County ordinances and programs spanning multiple county departments, the preparation and coordination of permit applications, and supplementary plans and reports in compliance with local, State, and Federal requirements for both public and private clients. Ms. Dalske will be in continual communication with SC-OR and will ensure that the project runs smoothly and stays on schedule.



Samantha Thomas
Senior Planner (Santa Rosa Office)

Ms. Samantha Thomas joined LACO Associates in February 2017 with prior professional experience in community planning and public outreach. As a Senior Planner and Project Manager, she specializes in the preparation and coordination of regulatory permit applications in compliance with local, State, and Federal requirements for both public and private clients, as well as the preparation of environmental documents pursuant to CEQA and NEPA. Ms. Thomas has prepared several Environmental Assessments as well as Categorical Exclusions under NEPA for communities from Klamath, California to Sebastopol, California, analyzing their potential environmental impacts associated with the proposed projects and ensuring their compliance. When preparing environmental documents under CEQA and NEPA, Ms. Thomas works with the project proponent to ensure all parties are consulted, such as agency staff, and carries out Section 160 consultation well in advance of the deadlines. Ms. Thomas will perform technical writing for the project.



Melissa Frausto
Assistant Planner (Chico Office)

Melissa Frausto graduated from California State University, Chico with a Bachelor of Arts in Human Geography and Planning and a minor in Environmental Studies and Sustainability. Melissa's previous planning experience include working with rural northern California counties, and tribal nations working on hazard mitigation plans, long- and short-range transportation plans, and grants to secure funding for projects. Melissa excels at writing and communicating with technical audiences. Her passion for planning originates from learning about the vast planning world during her undergraduate experience and from attending the 2021 American Planning Association California Conference.

Environmental Review Scope

Given the numerous project components involving wastewater treatment system improvements, new access road construction, demolition activities, and structure relocation, LACO recommends an Environmental Assessment (EA) as the appropriate level of review. The following scope of services has been prepared following a brief discussion of the project with the SC-OR and review of the project documents provided to LACO.

LACO proposes to prepare an EA pursuant to NEPA and assist with consultation with the California State Historic Preservation Office (SHPO) and Native American tribes with interest in the project area, as needed, which may include Tribal Historic Preservation Officers (THPOs), where applicable. This proposal is based on the assumption that HCD will fulfill the role of the lead agency under NEPA on behalf of HUD, HCD has designated the local land use decision maker, the County, as the responsible entity (RE), and that the County, as RE, will designate SC-OR as Certifying Officer to certify the EA. Any changes to the lead agency, RE, or Certifying Officer assumptions will not significantly affect LACO's scope of services, but will affect the entity responsible for approving the EA and demonstrating NEPA compliance. LACO will complete the HUD Part 58 Environmental Assessment Form and work with SC-OR staff to compile all information necessary to complete the EA including preparation of a detailed project description and consultations with governmental agencies and private enterprises as may be required. The EA will require written consultation with the U.S. Fish and Wildlife Service, the SHPO, and relevant Native American tribes. LACO will prepare draft consultation letters and an Area of Potential Effects (APE) map to be sent to the SHPO by LACO and to Native American tribes by SC-OR. The SHPO

and Native American tribes have up to 30 days to respond on the consultation letters. LACO will conduct a site visit and will coordinate site access with SC-OR.

This scope of services is based on the assumption that no additional special studies will be required and that an EA will be certified by SC-OR; however, the County, as RE, may make the final determination regarding the appropriate environmental document. If a document other than an EA is required, LACO anticipates recommending that SC-OR prepare the appropriate environmental document.

This scope of services includes one round of review and revision of the EA by SC-OR and/or the County, as needed. Following review and revision, LACO will finalize the EA for public circulation and prepare a combined Notice of Finding of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds (NOI-RROF). Separate FONSI and NOI-RROF notices can be prepared, if requested by SC-OR. LACO assumes SC-OR will publish the FONSI NOI-RROF in a newspaper of general circulation and will be responsible for its distribution to governmental agencies, Native American tribes, and/or other interested parties, as applicable to this review. In accordance with 24 CFR §58.45, the notice required for the FONSI NOI-RROF shall provide the public with a 15-day public comment period, if published, or 18 days if mailed and posted. The public comment period must be completed and any comments considered before SC-OR, through the County, may submit the RROF to HCD.

This scope of services additionally budgets for coordination and communication with SC-OR throughout the project. We have budgeted for up to two (2) meetings (remote) with SC-OR staff.

Estimated Fee

We anticipate preparation of the EA will require a level of effort at a cost between **\$13,500 to \$15,500**. If requested, we can provide additional services as an extension of staff for an additional **\$3,500 to \$5,500**. We anticipate extension of staff services may include assisting with distribution of the public notice, response to comments or, if received, or attendance at public meetings. These ranges are presented to bracket the anticipated level of effort. They may vary depending on the extent of time needed to coordinate with SC-OR staff or outside agencies.

Schedule

LACO estimates the draft EA and SHPO consultation will be complete within 8 weeks from receipt of a notice to proceed. If delays are anticipated due to factors beyond our control, we will initiate an extension request to SC-OR. As noted above, following review and revision of the Draft EA, LACO will finalize the EA and prepare a FONSI NOI-RROF for public circulation.

Table 1. LACO Proposed NEPA Schedule

Task	Timeline	Date
Send SHPO Concurrence Request Letter	2 weeks from notice to proceed	Week 2
SHPO Response Anticipated	30 days from request letter	Weeks 6 to 8
Draft EA Complete	8 weeks from notice to proceed	Week 8
Draft EA SC-OR/County Review	10 working days	Weeks 9 to 10
Final EA Complete	5 working days	Weeks 10 to 11
FONSI NOI-RROF Public Noticing	15 days if published	Weeks 12 to 13
Submit RROF	Following public noticing	Weeks 12 to 13
HCD Objection Period End	15 days from submittal of RROF	Weeks 15 to 16

Letter Proposal – SC-OR WWTP Upgrade NEPA Review
Orville, Butte County, California
Sewerage Commission-Orville Region (SC-OR)
November 15, 2022
Page 5

Thank you for your consideration. This proposal is valid for 60 days following submittal. Please feel free to contact Mike Nelson at (530) 801-6170 or via email at nelsonm@lacoassociates.com, should you have any additional questions. We look forward to speaking with you.

Sincerely,
LACO Associates



Mike Nelson, AICP
CEO/Principal



Becky Dalske, AICP
Senior Planner/Project Manager



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

December 19, 2022

Subject: Progress Report – General Consulting, Influent Pump Station Design, IPS Programming and Commissioning

Dear Glen,

This progress report for engineering services related to General Consulting, Influent Pump Station Design, and Influent Pump Station Programming and Commissioning covers work performed from July 30 through August 26, 2022. Our invoices for services performed during this period is attached.

Work performed during this period includes the following:

- TO 20 – General Consulting
 - Bi-weekly check-in calls
 - Development of draft impact study for connection of Graphic Packaging Inc.
 - Initial analysis of multi-family vs. single family connection fees
 - Discussions with SC-OR on potential rate study
 - On-going project management and administrative tasks
- TO 29 – Auxiliary Influent Pump Station Bid Documents
 - Analysis of new power service, connection with PV solar system
- TO 34 – WWTP Final Design
 - Bisulfite Package
 - Development of staffing plan, level of effort, initial markups and discussions with SC-OR staff
 - Phase 1 and 2 Repackaging
 - Development of staffing plan, level of effort, initial markups and discussions with SC-OR staff
 - Obtained new equipment quotes
 - Developed updated Class 1 cost estimate
- TO – 37 IPS Programming and Commissioning
 - Project Management
 - On-going tasks, project execution plan development
 - Development of onsite integration staff, sequence plan
 - Onsite Integration
 - Development of site safety plan for onsite integration

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 Kendra Morgan

January 19, 2023

INDUSTRIAL PRETREATMENT PROGRAM

INSPECTIONS

The dischargers submitted their monthly flow reports for December 2022. RCBS has continued suspending discharge from their tumbling line until they can maintain the BOD under their limit. All other dischargers and lines appear to be in compliance with their permits.

GPI has submitted their 2022 fourth quarter report. We are still in the process of getting their discharge application approved. They are required to submit at least 4 more sample sets for the engineers to review the results and the impact that their discharge would have on our system.

ENFORCEMENT

There are no enforcement items to report.

ACTIVITIES

We have issued California State Parks their P2 permit, and they are working through the items that we stated needed to be changed. One example: They had been using a pumper truck to pump an area and then discharge into one of their manholes. We have prohibited this and advised that they would need to haul any septage pumped to a septage receiving facility (SC-OR or Neal Road Landfill). They have since requested and submitted a Septage Pumper Application to dump their septage at SC-OR.

The sludge/biosolids have been tested twice and trucked to the Neal Road waste facility for disposal.

All other operations continued as normal in the laboratory and environmental areas.



REQUEST FOR PROPOSALS

RFP 01-23

**2022 CDBG Disaster Recovery Funds
Administrative Oversight**

RFP Publication Date: January 24, 2023

RFP Submission Deadline Date: March 3, 2023

Issued by:

Glen Sturdevant

Manager / Superintendent

Sewerage Commission – Oroville Region

2880 South 5th Avenue Oroville, California 95965

PO BOX 1350 Oroville, California, 95965

530-534-0353

gsturdevant@SC-OR.org

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EXHIBITS

- EXHIBIT A: Model Contract 16

1) RESPONDENT ADMONISHMENT

Respondents are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- ✓ Ask for clarification before final due date of questions.
- ✓ Immediately inform SC-OR of any problems with this Solicitation.
- ✓ Be complete in response.
- ✓ Submit all responses by the required dates and times.

2) INTRODUCTION

The Sewerage Commission – Oroville Region ("SC-OR") is seeking a consulting firm ("Contractor") to administer the Community Development Block Grant- Disaster Recovery (CDBG-DR) Infrastructure Program (INF) pursuant to the State Department of Housing and Community Development (HCD) CDBG-DR DR18 Disaster Recovery Infrastructure Program Policies and Procedures Manual and CDBG-DR Final Guidelines. SC-OR intends to award a contract to a consulting firm that will meet the qualification criteria and has successfully performed services on similar programs and projects in the past.

The successful firm will be required to enter into a contract with SC-OR for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A Contractor submitting a proposal must be prepared to use SC-OR's standard contract form rather than its own contract form. The contract will include terms appropriate for this program. Generally, the terms of the contract will include, but are not limited to: (1) completion of the program within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of SC-OR; (7) approval by SC-OR of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Contract is attached as Exhibit A to this RFP. SC-OR intends to award a contract substantially in the form of the Model Contract to the selected Contractor. RFP respondents should list any exception(s) to the Model Contract in a separate section of their proposal.

3) BACKGROUND

The year 2018 was the deadliest year for wildfires in California's history. In August 2018, the Carr Fire and the Mendocino Complex Fire erupted in northern California, followed in November 2018 by the Camp and Woolsey Fires. These were the most destructive and deadly of the dozens of fires to hit California that year. In total, it is estimated over 1.6 million acres burned during 2018. The Camp Fire became

California's deadliest wildfire on record, with 85 fatalities.

As a result, the Federal Emergency Management Agency (FEMA) made disaster assistance available for two presidentially declared disasters, DR-4407 covering Butte, Los Angeles, and Ventura counties, and DR-4382 covering Shasta and Lake counties.

In recognition of the unmet recovery needs, an allocation of \$1,017,399,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds was granted to the State of California on January 27, 2020 through 85 FR 4681 under Public Laws 115–254 and 116–20, which cover DR-4382 and DR-4407. These funds are administered by the U.S. Department of Housing and Urban Development (HUD) and are intended primarily to assist housing recovery and to benefit low- and moderate-income households impacted by the fires. The California Department of Housing and Community Development (HCD) is the lead and responsible agency for administering these CDBG-DR funds.

Recognizing unmet infrastructure recovery needs, related to DR-4382 from July to September 2018 and DR-4407 in November 2018, HCD allocated \$317,428,488 of the CDBG-DR funding to the Disaster Recovery Infrastructure Program (CDBG-DR INF). CDBG-DR INF projects are funded to assist with meeting the unmet infrastructure needs of local communities. This program provides funding for FEMA Public Assistance (PA) match projects, FEMA Hazard Mitigation Grant Program (HMGP) match projects, other non-FEMA match projects, and stand-alone projects identified by local communities impacted by DR-4382 or DR-4407. HUD requires that 70% of the total grant-wide funds are spent on activities that meet the low- and moderate-income (LMI) national objective and 80% of grant funds are expended in the HUD-identified most impacted and distressed (MID) areas. The MID areas for the 2018 DR-Infrastructure Program include the entire counties of Butte, Shasta, Los Angeles and Lake.

The California Department of Housing and Community Development (HCD) made \$317,428,488 in allocations available in 2018 CDBG-DR funding to support the CDBG-DR INF. The County's allocation is \$72,722,679.61 and the Butte County Supervisors have approved SC-ORs project under this funding.

Butte County is administering the funds for HCD and has determined that SC-OR's wastewater treatment plant upgrade project is an eligible project that serves the low to moderate income households unmet housing needs by expanding treatment capacity at the wastewater plant and allowing more houses to be built in the Oroville area.

The following are links to information about the CDBG-DR INF. The RFP respondent is responsible for referencing the most recent version of each document:

[HCD CDBG-DR \(CDBG-DR\) 2018 Disasters Website](https://www.hcd.ca.gov/grants-and-funding/programs-archived/community-development-block-grant-program-disaster-recovery)

<https://www.hcd.ca.gov/grants-and-funding/programs-archived/community-development-block-grant-program-disaster-recovery>

State of California 2018 CDBG-DR Action Plan for Disaster Recovery
https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbq-dr/cdbq-dr-2018/docs/hcd-cdbq-dr-2018_ap-final-ada-english.pdf

CDBG-DR Grant Administration Manual for 2017 and 2018 Disasters
<https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/dr/cdbq-dr-grant-administration-v9-march-2022-update.pdf>

CDBG-Mitigation Addendum to the CDBG-DR Grant Administration Manual for 2017 and 2018 Disasters
https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbq-dr/cdbq-mit-2017/docs/MIT-AddendumV2-to-DR%20GAM_ADA.pdf

CDBG-DR Monitoring Plan
https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbq-dr/cdbq-dr-2017/docs/DR_MAC_Monitoring_Plan_Final.pdf

2018 CDBG DR-Infrastructure and MIT-RIP Policies and Procedures Manual V2.0
<https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbq-dr/cdbq-dr-2018/docs/18DRINF18MITRIPPoliciesandProceduresv2.pdf>

2018 DR-INFRA NOI Preparation July 2021
<https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbq-dr/cdbq-dr-2018/docs/18DR-INFRA-NOI-Preparation.pdf>

2018 DR-INFRA Round 2 NOI Preparation January 2022
<https://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbq-dr/cdbq-dr-2018/docs/18DR-Infra-101-Round-2.pdf>

2018 CDBG-DR Infrastructure Program Notice of Intent Allocations Summary
<https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/18-DR-Infrastructure-Allocations.pdf>

4) SCOPE OF SERVICES

The Contractor selected for this work will administer SC-OR's CDBG-DR INF allocation in accordance with the DR-INF Policies and Procedures. The areas outlined below define the key areas for the scope of work, and all proposals should fully adhere the DR-INF Policies and Procedures. However, SC-OR will give due consideration to alternative approaches for administering the CDBG-DR INF allocation.

SC-OR anticipates publishing solicitations for selecting a contractor for the construction of SC-OR wastewater treatment plant upgrade, Construction Management/Engineering Services During Construction (ESDC), and Integration. The selected Contractor, in coordination with SC-OR, will review and rank the applications to select the most eligible

applicants that will support the wastewater treatment plant upgrade project. The Contractor will facilitate the CDBG-DR INF program implementation, monitoring, and development of Agreements and reports. Post-construction, the Contractor will monitor the CDBG-DR contract in compliance with HCD regulation and Butte County.

AREA 1: Solicitation Review and Analysis of received bid documents for the construction of the wastewater treatment plant upgrade.

- Preparation of all procurement documents for Request for Proposals (RFP), Request for Proposals/Qualifications (RFP/RFQ) according to the CDBG-DR rules and policies for:
 - General Construction
 - Construction Management/Engineering Services During Construction
 - Integration
 - Any Others as Needed
 - Prepare Independent Cost Analysis and Provide Cost Analysis after receipt of RFPs.
- Planning and organizing the bid opening meetings.
- Evaluate solicitation and selection process.
- Facilitator of Selection Process.
- Provide written justification to Butte County and HCD.

AREA 2: Project Requirement Development and Process Oversight

- Ensure project is developed according to Eligible Activities, Project Eligibility, and Project Priority criteria and the Contract Regulatory Agreements.
- Oversee adherence to CDBG-DR INF Construction Standards and Requirements.
- Oversee project operations, including the legal documentation, agreements, conditions, labor and wage requirements, procurement, and performance goals and timelines to insure adherence to CDBG-DR INF regulatory requirements.
- Attend HCD Monthly Meetings
- Attend Project Meetings
- Review and approve Developer Management Plan prior to construction.
- Provide Federal Labor Compliance guidance to contractors in pre-construction phase and monitor throughout construction phase.

AREA 3: Fiscal Review and Oversight

- Prepare financial reports/fund reimbursement pursuant to CDGB-DR INF policies for review and submission by SC-OR.
- Oversee disbursement of CDBG-DR INF funds according to agreements, recapturing of funds and budget monitoring with SC-OR approval and oversight.

AREA 4: Project Compliance Monitoring

- Develop a system in which the project can be effectively and efficiently monitored for compliance during the first two years of implementation, including construction, management, and annual certifications according CDBG-DR Grant Administrative Manual.
- Conduct annual compliance monitoring including physical, project and financial monitoring for two years.
- Coordinate contract monitoring with HCD, including documentation and in-

person monitoring.

- Develop honed long-term monitoring process for SC-OR to implement over the affordability lifetime of the project.

AREA 5: Report Development

- Oversee all reporting as specified in the CDBG-DR Grant Administrative Manual and CDBG DR Infrastructure Policies and Procedures.
- Provide monthly updates to SC-OR staff.
- Prepare monthly activity reports for the project.
- Prepare a bi-annual labor report
- Prepare monthly financial report
- Prepare the annual report and coordinate annual audit.
- Prepare Risk Assessments and other reports as required.
- Submit all Supporting Documentation

AREA 6: Training and Technical Assistance

- Provide training and technical assistance to contractors and Project Managers on HUD, HCD, and local requirements for project development and implementation to insure compliance with CDBG-DR policies and regulatory requirements.
- Provide or recommend training and technical assistance to SC-OR on the development, execution, and monitoring of Infrastructure projects.
- Participate in HCD technical assistance of program requirements, risk assessment, compliance, and capacity building.

AREA 7: Conduct annual compliance monitoring during period required by CDBG-DR Infrastructure Policies and Procedures.

- Physical monitoring including the inspection of the exteriors of all buildings, common spaces, and interiors and exteriors of construction project.
- Project monitoring of the construction progress, including the meeting of key construction time lines, contractor spending, Requests for Information, and change orders.
- Financial monitoring including review of financial statements, debt service obligations, reserve accounts.

Scope of Work Estimated Timeline

- July 3, 2023 Select Contractor, Sign Contracts
- July 17, 2023 Notice to Proceed, Contractor Mobilization
- August 1, 2023 Begin Construction
- October 31, 2025 Finish Construction
- November 1, 2025, Test and Start Up New Equipment
- December 31, 2025 Project Closeout / Finish Contract

**All deadlines are subject to change.*

5) FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. SC-OR shall receive all Submissions no later than **March 3, 2023 at 4:00 p.m. PST.**

a) The response shall include a cover letter, a table of contents and all items listed below and shall be in the following format:

- Submissions shall contain one (1) signed, unbound original and three (3) hard copies, printed material on 8-1/2" X 11" paper.
- One (1) electronic copy shall also be provided on a thumb drive
- Submissions shall be in the order noted below.
- Submissions may also include color and fold out charts and graphs.

Mandatory Content and Sequence of Submittal:

- i) Cover Letter shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the consulting firm submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the Contractor, the Contractor's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 90 days after receipt.
- ii) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.
- iii) Experience Summary shall be a maximum of eight pages (not including resumes) in length and shall describe the Contractor's experience, including length of time, in administrative oversight of multifamily housing programs and projects. Experience and focus in the public sector are of vital importance. Describe experience administering HUD and/or HCD programs. Describe related past programs completed along with a discussion comparing similarities with this proposed program. Please provide a comprehensive narrative history of the Contractor and its experience in providing administrative oversight of multifamily housing programs to government municipalities, counties and departments.

This section shall also contain a comprehensive list of at least three references, preferably municipalities or government agencies, wherein similar services were performed within the past five years. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, title, telephone number, and

email address.

- Description of services provided similar to the services outlined in the Draft Scope of Work.

- iv) Contractor Capabilities shall be a maximum of six pages entitled "Contractor Capabilities," and shall include a description of the proposing Contractor's resources and organizational structure for successfully developing and completing this program. Resources may include Contractor's stability, staffing, support services, product quality/availability, method of delivery, etc. List all key personnel assigned to the program by level and name. Provide a description of their background, along with a summary of their experience in providing similar services for governmental agencies, and any specialized expertise they may have. A resume(s) should be included for any key personnel to be assigned to this program.
- v) Cost shall provide a detailed budget, including a cost breakdown associated with the scope of services, including staff hours and billing rates, administrative costs, and the work of sub-consultants. Provide an actual cost, not-to-exceed amount for all direct costs, reimbursables, escalation costs or any other charges. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.
- vi) Draft Scope of Work shall be identified as "Attachment III – Scope of Work" for incorporation in the Model Contract as the final contract to be awarded to the successful Contractor. This is the document in which the proposing Contractor are requested to describe the work they will perform to complete this program (See Section 4 of RFP). Should there be any tasks that are expected to be performed by SC-OR, these should also be clearly described as SC-OR tasks in the Draft Scope of Work. A timeline to complete the tasks should be included. If the proposing Contractor included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Work.

6) SELECTION PROCESS

The selection committee may include representatives from SC-OR Board of Commissioners, SC-OR staff, and Butte County Staff. The criteria for selecting the Contractor are provided below:

Experience and References

- The Contractor demonstrates sufficient similar experience in the kind of work required.
- The Contractor demonstrates a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients.

Capabilities

- The Contractor demonstrates the resources and capability to meet the needs of SC-OR for the services.
- The proposed Scope of work demonstrates and understanding of the necessary

tasks, processes, and time required to successfully provide the services.

- The Contractor demonstrates sufficient stability and ability to meet the needs of SC-OR for the full duration of the program.
- The Contractor demonstrates adequate staffing, or a feasible staffing expansion plan, to accomplish the proposed Scope of Work.

Cost

- The costs are reasonable for the proposed Scope of Work.

SC-OR may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective Contractor as a part of the selection process.

7) SUBMITTAL EVALUATION

Overall criteria used to evaluate responses to include:

Criteria	Weight
Experience and References:	35%
Capabilities:	40%
Cost:	25%
Total:	100%

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. Level II will be used to select the finalist. This level may include a request for a presentation/demonstration from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to SC-OR. The presentation/demonstration may be web-based.

SC-OR may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions, and pricing with the prospective Contractors as a part of the selection process.

8) RULES OF PROCUREMENT

Timeline Summary

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	January 24, 2022
Final Date to Submit Questions and Requests for Clarification	February 10, 2023
Questions Answered via Addendum(s)	February 15, 2023
RFP Submittals Due	March 3, 2023

Preliminary Evaluation Completed	March 10, 2023
Presentation/Demonstration (if desired)	Week of March 13, 2023
Evaluation Completion	March 28, 2023
Award of Contract	March 29, 2023

SC-OR Contact Information

Any and all communication regarding this Solicitation shall be in writing and directed to:

Glen Sturdevant
 Plant Manager /Superintendent
 PO Box 1350
 Oroville, CA 95965
 530-534-0353
 gsturdevant@sc-or.org

This person will serve as SC-OR’s contact person for this program who will also respond directly for questions and inquiries during the solicitation. **Do not** contact other SC-OR personnel or selection committee members regarding this program or the selection procedures.

Contractors interested in participating in this solicitation are encouraged to register at the Public Purchase website: www.publicpurchase.com.

Questions:

Questions and requests for clarification may only be submitted by e-mail or through the Public Purchase website. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than **February 10, 2022**. **SC-OR** will provide answers and clarifications by posting an addendum(s) through the Public Purchase website by **February 15, 2023** so all proposing Contractors receive consistent information. It is the responsibility of all interested Contractors to access the website for this information. **Questions received after February 10, 2023 will not be answered.**

9) SC-OR NOTICES

All proposing Contractors responding to this RFP should note the following:

- a) All work performed for SC-OR, including all documents associated with the program, shall become the exclusive property of SC-OR.
- b) The selected Contractor is expected to perform and complete the program in its entirety.

- c) Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing Contractor shall be borne by the Contractor without reimbursement by SC-OR.
- d) The selected Contractor shall remain an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of SC-OR. The Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.
- e) The opening of proposals in response to this Solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.
- f) The successful Contractor must be prepared to begin work promptly following execution of the contract and is expected to complete the program in its entirety.
- g) Issuance of this Solicitation in no way constitutes a commitment by SC-OR to award a contract. If SC-OR determines it is in its best interest to do so, no Contractor may be selected and no contract may be executed.
- h) Upon acceptable negotiations and contract award, the Contractor shall be required to execute the standard SC-OR Contract as provided in Exhibit A and comply with SC-OR insurance requirements. SC-OR may modify the contractual requirements of the contract prior to execution of a contract for services.
- i) SC-OR reserves the right to request additional information from Contractors that have submitted a response to this Solicitation and to enter into negotiations with more than one Contractor should a contract be awarded or to award a purchase order or contract to the Contractor (s) with the most favorable quotation without conducting negotiations. SC-OR reserves the right to award more than one contract if it is in the best interest of SC-OR.
- j) SC-OR reserves the right to reject any or all submittals received if SC-OR determines that it is in its best interest to do so. Further, SC-OR may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.
- k) SC-OR may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional or is incomplete.
- l) SC-OR may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.
- m) Contractors that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to SC-OR, PO Box 2880, Oroville, CA 95965, telephone 530 534-0353. Debriefings may

be conducted via telephone, email, or during a face-to-face meeting at SC-OR offices in Oroville, California.

- n) Contractors that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Manager. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Contractor's capabilities, program characteristics and/or pricing features that were not included in the Contractor's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved Contractor knows or should have known of the facts giving rise thereto or within seven working days following the debriefing.
- o) The withdrawal of any submittal must be made in writing prior to the required submission date and time, and must be signed by an authorized representative of the Contractor. An error in the submission may cause the rejection of that submittal. However, the Contractor may reissue a new or modified submittal prior to the date and time required for submission.

10) MODEL CONTRACT

The Contractor selected shall be expected to execute a contract substantially as the one shown as **Exhibit A**. However, SC-OR reserves the right to substitute Exhibit A, Model Contract with a different template if deemed necessary.

11) DISCLOSURE OF INFORMATION

All information and materials submitted to SC-OR in response to this RFP may be reproduced by SC-OR for the purpose of providing copies to authorized SC-OR and/or Butte County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Bid awards are a matter of public record. Once a Contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a proposal is considered your consent to SC-OR's disclosure of the proposal. SC-OR shall not be liable for disclosure of any information or records related to this procurement.

**ATTACHMENT I
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **SC-OR Project Manager.** SC-OR Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of SC-OR nor is the CONTRACTOR a partner or in any way directly affiliated with SC-OR. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** SC-OR retains the exclusive right of ownership to the work, products, inventions and confidential information produced for SC-OR by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by SC-OR. The parties agree that SC-OR will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of SC-OR and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
 - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any

individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either SC-OR or CONTRACTOR by a thirty-day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release SC-OR, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of SC-OR, but excluding liability due to the active negligence or willful misconduct of SC-OR. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to SC-OR for any loss of or damage to SC-OR property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that SC-OR's funding source herein may be SC-OR, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with SC-OR, State or Federal mandates and to reimburse SC-OR for any liability upon SC-OR for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third-party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to SC-OR, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with SC-OR Policies and

Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** SC-OR has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by SC-OR shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by SC-OR.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for SC-OR by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chairwoman of SC-OR Board of Commissioners. If this Contract was executed for SC-OR by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Commissioners.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
 - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
 - d. National Labor Relations Board Public Contract Code 10296.
 - e. Domestic Partners – Public Contract Code 10295.3.
 - f. ADA 1990 42 USC 12101 et seq.
18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
19. **Contractor Performance and the Breach Thereof.** SC-OR may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the

default, SC-OR shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, SC-OR may proceed with the work in any manner deemed proper by SC-OR. The cost to SC-OR shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by SC-OR.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
21. **No Delegation or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of SC-OR and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. SC-OR will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
- a. This contract is entered into by SC-OR upon the express representation that CONTRACTOR has no other contracts in effect with SC-OR except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
- b. CONTRACTOR understands and will adhere to SC-OR's policy that no contracts shall knowingly be issued to any current SC-OR employee or his/her immediate family or to any former SC-OR employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

MANAGER/SUPERINTENDENT
PO BOX 1350
Oroville, CA 95965

- c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of SC-OR in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to SC-OR for the advice of SC-OR Counsel on the matter prior to executing this contract.
23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of SC-OR and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
25. **No Implied Waiver.** In the event that SC-OR at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that SC-OR waives its future rights to require the CONTRACTOR to fulfill those obligations.
26. **Entirety of Agreement.** This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

List any and all contracts that you have with SC-OR agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

**ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES**

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) **Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, SC-OR requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SC-OR.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) SC-OR, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects SC-OR, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SC-OR, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to SC-OR.

C. WAIVER OF SUBROGATION: Contractor hereby grants to SC-OR a waiver of any right to subrogation which any insurer of said Contractor may acquire against SC-OR by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SC-OR has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of SC-OR for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by SC-OR. SC-OR may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SC-OR.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to SC-OR.

F. VERIFICATION OF COVERAGE: Contractor shall furnish SC-OR with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. SC-OR reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: SC-OR reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing SC-OR certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to SC-OR for review.

**ATTACHMENT III
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees
Licenses
Certifications
Bonds

ATTACHMENT IV Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with SC-OR Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment III they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment III, Exhibit A, (or whatever the appropriate specific reference), etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.

Duties and obligations of the CONTRACTOR:

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract.

State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If "materials" are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the "house" of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format, if possible, for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor's only compensation.

Duties and obligations of SC-OR:

SC-OR's obligations may be:

- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible, avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- SC-OR does not pay interest or penalties.

Attachment V

REGULATORY COMPLIANCE REQUIREMENTS

All Sewerage Commission- Oroville Region (SC-OR) Contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Remedies:

Contractor Performance and the Breach Thereof

SC-OR may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, SC-OR shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, SC-OR may proceed with the work in any manner deemed proper by SC-OR. The cost to SC-OR shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by SC-OR.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, SC-OR Purchasing Agent may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused SC-OR by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by SC-OR, and that it is and will be difficult or impossible to ascertain and determine that actual damage which SC-OR will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to SC-OR the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that SC-OR may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between SC-OR and the Contractor.

2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions

incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1)

and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis-Bacon Act

The Contractor and SC-OR will comply with the Davis-Bacon Act as amended (40 U.S.C. 3141–3148). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week.

4. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) provides that SC-OR and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SC-OR must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
5. **Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708**
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. SC-OR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.
6. **The Training, Employment and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3):**

The Contractor will comply with Section 3 of the Housing and Urban Development

Act of 1968 (12 U.S.C. 1701u), and implementing per 24 CFR, Part 135. The responsibilities of the Consultant are outlined in 24 CFR Part 135.32 as follows:

- (1) Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- (2) Notifying potential contractors for Section 3 covered projects of the requirements of this Part and incorporating the Section 3 clause set forth in Section 135.38 in all solicitations and contracts.
- (3) Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the Appendix to this Part, as appropriate, to reach the goals set forth in Section 135.30.

Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.

- (4) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this Part and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- (5) Documenting actions taken to comply with the requirements of this Part, the results of those actions taken and impediments, if any.
- (6) A Consultant which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this Part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this Part.

7. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and SC-OR or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," SC-OR or the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of

experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and SC-OR agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to SC-OR and understands and agrees that SC-OR will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to SC-OR and understands and agrees that SC-OR will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Environmental Compliance:

Solid Waste Disposal Act: Consultants and Sub-grantees must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

10. Energy Efficiency

- (1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

11. Suspension and Debarment

SC-OR does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by SC-OR. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to SC-OR, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

12. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Contractor will use the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

13. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> ."

14. Additional FEMA Requirements

Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with SC-OR Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

Access to Records

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide Cal OES, SC-OR, the FEMA Administrator, the

Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

15. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

16. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

By execution of this CONTRACT including this Attachment V the Contractor certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.



REQUEST FOR PROPOSALS

RFP 01-23

**2022 CDBG Disaster Recovery Funds
Administrative Oversight**

RFP Publication Date: January 24, 2023

RFP Submission Deadline Date: March 3, 2023

Issued by:

Glen Sturdevant

Manager / Superintendent

Sewerage Commission – Oroville Region

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