

**CLEARLAKE OAKS COUNTY WATER DISTRICT
AGENDA
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

Clearlake Oaks County Water District Administration Building
12952 E. Hwy. 20 Clearlake Oaks, CA 95423 (707) 998-3322

REQUEST FOR DISABILITY RELATED MODIFICATION OR ACCOMMODATION: A request for a disability related modification or accommodation necessary to participate in a Board of Directors or Committee meeting should be made in writing to the Secretary of the Board at least 48 hours prior to the meeting.

Agendas and supporting documents for regular public meetings are available for public inspection at the Clearlake Oaks County Water District Administration building 72 hours prior to the meeting.

Tuesday January 6th, 2015

This meeting will be recorded for transcription purposes only.

Call to Order – 4p.m. THIS IS A NEW MEETING TIME

Pledge of Allegiance

Board of Directors and Staff Roll Call

- Ms. Iris Hudson, President Mrs. Judy Heeszal, Vice-President
- Ms. Dena Barron, Director Mr. Robert Kiser, Director Mr. Richard Kuehn, Director

- Mr. Matt Bassett – General Manager Vacant - Operations Manager/Secretary to the Board

Public comment on non-agenda items

Members of the public may address the legislative body, for up to three minutes on any item of interest to the public that is within the subject matter jurisdiction of the legislative body. No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights.

Consideration of items not appearing on the posted agenda, if necessary, requires the following Board action prior to consideration: (1) A determination by a majority vote of the Board that an emergency situation exists (as defined in Section 54956.5 of the Brown Act); or (2) A determination by a two-thirds vote of the legislative body or if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.

1. Agenda. (Old Business):

- a. Discussion and consideration to approve signing an engineering contract with MC Engineering for the USDA Sewer projects

Action Taken: _____

- b. Discussion and consideration to approve signing a project contract with MC Engineering to handle the SWRCB \$381,548 sewer collection system study

Action Taken: _____

- c. Discussion and consideration of rate study reports

Action Taken: _____

2. Agenda. (New Business):

- a. Discussion and consideration to proceed with first phase of state CAO required collection system study by approving MC Engineering's Work Order No. 1 no to exceed \$36,433.75

Action Taken: _____

- b. Discussion and consideration to transfer from LAIF account to District WestAmerica general checking account to cover costs for Lift Station 8, \$15,000 to purchase a used truck & CAO required collection system study

Action Taken: _____

- c. Discussion and consideration to use legal counsel or outside professional assistance with 218

Action Taken: _____

Director's and Committee's Reports and Comments:

Adjournment Time: _____

1.6.1

**CLEARLAKE OAKS COUNTY
WATER DISTRICT**

P. O. Box 709
12952 East Hwy. 20
Clearlake Oaks, CA 95423

Contract for Consulting Services

CONSULTANT: MC Engineering
CONTRACT NO.: 14-101

I. SCOPE OF THE SERVICES

The services to be rendered ("Services") consist of: Consultant to assist District in completing a Wastewater Collection System Mapping and Infiltration and Inflow (I/I) Study as described in the Consultant's Collection System Inflow and Infiltration Assessment Workplan for the CRWQCB CAO ORDER RS-2014-0707 dated November 25, 2014 attached hereto and incorporated herein as Appendix C to this Contract, in accordance with all terms and conditions of this Contract and all attachments hereto.

II. COMPENSATION FOR SERVICES

Consultant's total compensation for Services performed under this Agreement is to be paid as per attached schedule of rates and charges, with a guaranteed not to exceed total compensation, including all fees, costs, and expenses, of \$ 381,548.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services immediately and complete the Services by the dates stated in Appendix B, with all services being complete by September 15, 2015.

IV. TERMS AND CONDITIONS

- (1) Consultant shall perform the Services in accordance with the terms and conditions of this Agreement, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.
- (2) Contract number must appear on all invoices and correspondence. Send invoices to ATTN CLEARLAKE OAKS WATER DISTRICT, P. O. BOX 709, 12952 EAST HWY 20,, CLEARLAKE OAKS, CA 95667.
- (3) Changes made to printed Terms and Conditions on this Agreement are null and void unless approved in writing by the District's General Counsel.
- (4) Consultant must comply with Appendix A – Insurance Requirements, Appendix B – MC Engineering Workplan and Appendix C – Planning Agreement with State of California SWRCB., each of which is incorporated by reference herein, expressly accepts all terms incorporated therein. Consultant has received and read the District's Planning Loan Agreement with the California State Water Resources Control Board dated September 5, 2014 ("Loan Agreement"), a copy of which is attached hereto as Appendix C, and agrees to comply with the terms and conditions of the Loan Agreement applicable to the Services, to the extent that such compliance is within the scope and control of Consultant.

MC ENGINEERING ("Consultant")

CLEARLAKE OAKS WATER DISTRICT ("District")

Mark A. Carey, P.E., Its President Date

Iris Hudson, Its Board President Date

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GENERAL TERMS AND CONDITIONS

1. Purchase Agreement ("Agreement") Force and Effect. Clearlake County Water District ("District") is not responsible for services rendered without the authority of an agreement on this form. This Agreement shall supersede and control over all inconsistent provisions in any proposal. The provisions of this Agreement (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Agreement shall, whether oral or written, be a part of this Agreement. No modification of this Agreement shall be effective unless it is in writing. This Agreement shall supersede all other prior purchase agreements and agreements between Consultant and District with respect to the work and services described herein. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Agreement are for convenience only and do not affect the construction of this Agreement.

2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the Services. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards. Consultant shall not contract any portion of the Services or otherwise assign this Agreement without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Agreement, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Agreement unless Consultant otherwise informs District in writing and the District approves the new person in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Agreement.

3. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under this Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California Water Resources Control Board or any federal or state agency having an interest in the subject of Agreement shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

4. Independent Contractor. Consultant is an independent contractor and does not act as District's agent in any capacity whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Agreement as District's responsibility.

5. Indemnity/Liability. To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Consultant shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless District and its officers, agents, departments, officials, Board of Directors, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its sub-consultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants and/or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, but only to the extent that any of

the above arise out of, pertain to, or relate to the negligent or reckless act or omission, or willful misconduct, of Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence or willful misconduct of any Indemnitee.

6. Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.

7. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. Ownership of Results. Any interest (including copyright interests) of Consultant or its sub-consultants (together, "Sub-consultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Sub-consultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Sub-consultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

9. Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Sub-consultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all District rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety- health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

10. Termination and Suspension. District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant shall be paid for services satisfactorily rendered, subject to District's reasonable approval, through the date of termination. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of the Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Agreement for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.

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11. Public Records Act. Both parties understand and agree that District must comply with the California Public Records Act ("Act"). If Consultant believes that any document or information furnished to District in connection with Consultant's performance of services is exempt from public disclosure under the Act, it shall so advise District in writing at the time the document or information is furnished.

12. Survival. Without limiting any of the parties' other rights or obligations arising from this Agreement, and in addition to all other provisions indicated as surviving the termination or expiration of this Agreement, the following provisions will survive any termination or expiration hereunder: 3, 4, 5, 7, 8, 10, 11, 12 and 13.

13. Execution: Venue: Limitations: Miscellaneous. This Agreement shall be deemed to have been executed in the County of Lake, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Agreement shall be in the County of Lake. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. As between the parties to this Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause. Captions to sections and subsections are for the convenience of the parties, and are not to be considered when construing this Agreement. The agreements contained herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement. All terms not otherwise defined in this Agreement shall have the meanings provided in the Appendices or, if applicable, in the construction contract with the general contractor on the project.

14. Attorneys' Fees. If either party institutes or is required to defend any legal proceeding, action or motion to enforce, interpret or rescind the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, specifically including, but not limited to, reasonable attorneys' fees.

15. ADA Compliance. If, in the course of conducting the Services subject to this Agreement, Consultant offers a public program, service, or meeting on behalf of the District, Consultant shall, in accordance with the Americans with Disabilities Act and California law, offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities and shall, upon reasonable request provide reasonable accommodations for persons with disabilities including information or materials in appropriate alternative formats.

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Appendix A to Contract For Consulting Services

INSURANCE REQUIREMENTS

Consultant shall carry all of the following insurance and shall comply with the following requirements:

Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and products & completed operations, personal and advertising liability, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, subject to a deductible of not more than \$25,000 payable by Consultant, and Excess/Umbrella Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Commercial automobile liability insurance with limits of not less than \$1,000,000 each occurrence including coverage for owned, scheduled, hired and non-owned autos.

Workers' Compensation and Employers' Liability insurance in at least such amounts as are required by law. Consultant's Workers' Compensation Insurance policy shall, by endorsement, contain a Waiver of Subrogation as to each named and additional insured.

In the event Consultant is self-insured, Consultant shall furnish a Certificate of Permission to Self-Insure, signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

In the event the Consultant does not have any employees as defined under the State of California Workers' Compensation laws, Consultant shall sign the District's "Workers' Compensation Certificate for Independent Contractors", which states:

Contractor hereby certifies that he/she/it is aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

In addition, Contractor represents that he/she/it does not presently employ anyone in the manner subject to the workers' compensation laws of the State of California and that if Contractor does employ any such person during the time Contractor is performing this contract, Contractor will promptly provide the District with proof of workers' compensation insurance in the amount required by law.

Professional Liability Insurance with limits not less than \$1,000,000 each claim and \$1 million annual aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided by or on behalf of the Consultant under this Agreement, including contractual liability coverage to the extent insurable, and any deductible not to exceed \$25,000 for each claim, with no exclusion for claims of one insured against another insured. Consultant shall maintain said insurance coverage for a period of ten (10) years after the completion of the construction of the project for which Services are provided and shall, upon request of District, provide certificates of insurance evidencing Consultant has maintained said coverage. The policy shall have a retroactive date (prior acts coverage) that precedes the start of the design services under this Agreement, and the Consultant shall provide a copy of the declarations page showing the retroactive date.

Certificate(s) of Liability Insurance:

Acceptability of Insurers – Insurance is to be placed with insurers authorized to do business in the State of California and have a current A.M. Best rating of no less than A X or equivalent or as otherwise approved by the District. Certificate(s) of Liability Insurance shall include the A.M. Best or NAIC number for each insurer.

A notation of "All Operations" or the Bid Number and/or Job Title must be included on the certificate(s) and on all endorsements. (Note: "All Operations" covers all current and future operations with the District. Minimum coverage must be in accordance with bid or contract specifications.)

The Certificate Holder shall read as follows:

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Clearlake Oaks County Water District
P. O. Box 709
Clearlake Oaks, CA 95423

Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof, except in the event of cancellation due to non-payment of the premiums, the notice of cancellation shall be mailed within ten (10) days.

The authorized Insurance Agency Representative's original signature is required on the Certificate of Liability Insurance. Endorsements - Insurance policies shall contain an endorsement containing the following terms:

Additional Insured endorsements: Provide separate additional insured endorsements for the Commercial General Liability, Excess/Umbrella Liability and Commercial Auto Liability policies that contain the following terms:

CLEARLAKE OAKS COUNTY WATER DISTRICT, its Board of Directors, officers, employees, representatives, consultants (including without limitation Engineer) and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured.

A Statement of Additional Insured Endorsement on the Acord Certificate of Liability Insurance form is insufficient and will be rejected as proof of the additional insured requirement.

Primary / Non-contributory endorsement - Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.

Waiver of Subrogation - Consultant's Workers' Compensation Insurance policy shall contain, by endorsement, a Waiver of Subrogation as to each named and additional insured.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the District prior to commencement of work.

The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

Consultant shall ensure all Sub-consultants and any other person or entity assisting with provisions of this work shall maintain the same level of coverages specified in these insurance requirements at all times during performance hereunder.

Consultant shall, upon request of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - All said insurance shall be maintained by the Consultant in full force and effect during the entire period of performance.

Renewal certificates must be received by the District at least ten (10) days prior to the expiration date in agreement to ensure continuation of contract.

All correspondence and renewal certificates may be e-mailed to an email address provided to Consultant for that purpose by District or, if none, shall be mailed to:

Clearlake Oaks County Water District
P. O. Box 709
Clearlake Oaks, CA 95423

Other than Professional Liability, any insurance policy written on a claims-made basis is subject to the approval of the District.

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**Appendix B to Contract For Consulting Services
MC ENGINEERING WORKPLAN
and SCOPE OF WORK**



December 17, 2014

Matt Bassett, General Manager
Clearlake Oaks County Water District
P.O. Box 709 / 12545 E. Hwy 20
Clearlake Oaks, Ca 95423

RE: CLOCWD Collection System Mapping and Inflow and Infiltration Study Scope of Work

Dear Mr. Bassett,

Attached please find our proposed Scope of Work to address the I/I related components for compliance with the CRWQCB Cleanup and Abatement Order R5-2014-0707, along with providing the necessary components of the SWRCB Plan of Study and Loan/Principle Reduction Award. As you are aware, it critical that this work be conducted during the wet weather season to collect the necessary data to identify sources of inflow and infiltration, therefore time is of the essence.

The overall goal of this scope and project is to provide the District with 1) comprehensive system wide collection system mapping, and 2) provide immediate, short, and long term cost-effective I/I rehabilitation projects to eliminate costly and environmentally damaging sewer overflows.

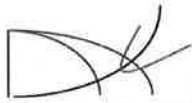
We look forward to working closely with your staff and commencing this work immediately, upon Board approval. We trust you will find that our overall team experience for similar type projects will produce tangible results.

Thank you for the opportunity to support the District in this effort.

Sincerely,

A handwritten signature in black ink that reads "Mark Carey".

Mark A. Carey, P.E.



SCOPE OF WORK

PROJECT MANAGEMENT AND ADMINISTRATION (TASK A)

This work assumes the project would be completed per the attached schedule starting in December of this year. Related work includes miscellaneous meetings, invoicing, corresponding with the Regional Water Quality Control Board, and other tasks as needed to keep the project on schedule.

PHASE 1, MAPPING AND SYSTEM MODEL

This phase includes essential base mapping to facilitate the I/I evaluation and condition assessment. This mapping along with other system-wide information created and generated for the project will be utilized for on-going SSMP compliance, spill reporting, maintenance operations, and future asset management programs. A computerized hydraulic model (Hydra) will also be prepared and will be utilized to identify hydraulic bottlenecks and available system-wide pipeline and lift station capacity.

TASK 1.1, GPS NETWORK/ RECORD OF SURVEY

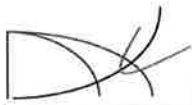
Establish GPS Geodetic control network for future use with ARC GIS database. We anticipate setting 5 new control monuments to meet or exceed existing the Caltrans 1992 California High Precision Geodetic Network. Upon completion of control, a Record of Survey will be filed with the Lake County Surveyor/Reorders Office. The surveyor will run a vertical bench loop to establish high accuracy vertical on mapping control throughout the Clearlake Oaks main service area.

Deliverables: Record of Survey with appropriate field monuments for subsequent GIS mapping and vertical control

TASK 1.2; LOCATE SEWER MANHOLES, CLEANOUTS, WATER METERS, AND OTHER UTILITIES

Sewer manhole rims will be field located using conventional survey methods. Approximately 300 manholes are anticipated along with one (1) water meter and cleanout per lot, within the Clearlake Oaks Water District. Based on the critical vertical component of manhole rim shots and subsequent dips to inverts, it is not recommended GPS be used for anything but horizontal locations of the above features.

Deliverables: Critical coordinates of manhole rims, cleanouts/house services for subsequent GIS mapping and modeling



TASK 1.3, SEWER MANHOLE ELEVATIONS

Approximately 300 manholes will be photographed, dipped down to inverts, sketched, and pipe sizes measured. This task could possibly be performed in-part by District workers to reduce consultant costs. Note – It is recommended that District staff verify each manhole has not been paved over nor is inaccessible based on conditions. If necessary, the District is to coordinate all required dig-outs with the County DPW.

Deliverables: Critical sewer manhole rim elevations and main sewer pipe inverts for GPS mapping and sewer collection system flow modeling

TASK 1.4, AERIAL MAPPING/ORTHO PHOTO

Establish 13 control targets for mapping of Clearlake Oaks Influence area. Planimetric and aerial based mapping with 1 foot contour interval will be provided. These maps will provide the basis for developing an asset management program.

Deliverables: Aerial base mapping required for subsequent modeling and I/I evaluation

TASK 1.5, BASE MAP AND HYDRAULIC MODELING

This task relies heavily on information acquired in prior tasks and any relevant data will be incorporated into a Hydra sewer model developed by the team’s modeling expert.

With available record maps and survey data, a base map, working drawing, and line-work drawing will be prepared incorporating all field results. Record subdivision maps will be referenced to populate base structure. Where possible, centerline monuments will be field collected to geo-reference line-work.

Deliverables: Initial base map in AutoCAD and ESRI GIS mapping format with information included within Technical Memo (TM No. 1). This initial AutoCAD base map will be used for subsequent modeling and future asset management program. The Hydra sewer model will be prepared incorporating system geometry and flow data, both theoretical and actual, respectively, and calibrated to provide available dry and wet-weather system capacity.



PHASE 2, INFILTRATION AND INFLOW ANALYSIS AND SEWER SYSTEM EVALUATION SURVEY (SSES)

TASK 2.1, RECORD DRAWING REVIEW

MC Engineering will review and compile available record drawings, collection system “As-builts”, and all relevant information in the Company’s Central Desktop web based file management system for use during the course of the study.

Deliverables: On-line archive of drawings and existing file directory

TASK 2.2, METERING PLAN AND SUB-BASIN IDENTIFICATION

This task includes preparing a brief technical memo describing the proposed metering locations to facilitate the I/I study and flow modeling. The MC Engineering team will identify potential flow monitoring locations which will be inspected for hydraulic suitability and monitoring efficiency. The team will take pictures, videos, measurements, draw sketches and make notes of each potential site. If an initial location is determined to be unsuitable, suggested alternate locations and/or alternative equipment.

Deliverables: A system wide metering plan will be prepared on an initial base map. It will include suitable sub-basins and metering locations.

TASK 2.3, COLLECTION SYSTEM HISTORICAL OPERATING CONDITION REVIEW

This task will include reviewing available historic operating data including flow records, maintenance logs, past violation notices, reports, and any relevant CCTV and smoke test results. District staff will also be utilized to assist in the evaluation and review of this historical information.

Deliverables: Brief technical memo (TM No. 2) describing historic conditions and an archive of applicable files on the Company’s Central Desktop website. This information will also be utilized and incorporated within Task3.1.

TASK 2.4 - MANHOLE INSPECTIONS

The task consists of visual inspections of select District manholes. The task may require confined space entries. The team’s Operations Specialist will help train CLOCWD staff in manhole inspection and the MC Engineering team will provide guidance and forms for the District to complete the field investigation with appropriate software. The team will provide copies of the inspection logs, photos, and videos within 30 days of completion. All manhole inspection data will be put into an MS Access© database or similar system in accordance with the Manhole Assessment Certification Program, MACP, as required by the EPA.



Deliverables: Field notes and condition assessment for existing manholes inserted in GIS database.

TASK 2.5, FLOW METER INSTALLATION

Initial flow metering will help identify problem areas and subsequent follow-up needs by sub-basin. Flow monitors will be placed in manholes identified in Task 2.2. The team’s subconsultants will furnish, install, maintain and remove all flow monitoring equipment. Flow metering equipment will be the area velocity type for open channel flow. The window of the flow monitoring period will be January through April during the wet weather season. Each monitor will be visited at least once per week for the first two weeks and once per month thereafter for calibration, data retrieval and review, and maintenance. Flow meters will send data to a cloud based database daily. The data will be reviewed at least once a week. The team will maintain records documenting calibration and maintenance, as required. Calibration values will be taken alternately between low and high flow periods of the day. All calibration data will be submitted with the report.

Open channel flow monitors will be capable of measuring both depth and velocity. Pump data-loggers will record run times for constant speed pumps or transit time meters to determine flow in full-pipe force mains. Pump loggers are not cloud based data storage. Each monitor will include data storage capabilities with the capability for five-minute intervals. The team will be responsible for providing all equipment based on available budget. After completion of monitoring and data collection services, the project team will be responsible for removing flow monitoring equipment.

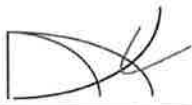
Deliverables: Flow meters installed in select manhole locations and/or pump station forcemains to collect wastewater flow data for subsequent modeling and analysis

TASK 2.6, RAINFALL METER INSTALLATIONS

Rain gauges will be installed in in select locations for the duration of the flow monitoring period. It is anticipated that up to two sites will be selected. The District will obtain approval from the owners of locations designated for installation of monitors.

The team will schedule installation and calibration visits with the District. Each rain gauge will be visited at least once per month for maintenance during the wet weather season. The gauges will record precipitation during the flow monitoring period with appropriate accuracy. Rain data will be collected with instantaneous time stamps for each increment to determine rain intensities. Purchasing select equipment will be included where appropriate.

Deliverables: Rainfall meters installed in select locations and related rainfall data for the I/I model



TASK 2.7, GROUNDWATER MONITORING WELL INSTALLATION

Groundwater monitoring wells and gauges will be installed at key locations selected by the project team during the initial phases of the project. The groundwater wells will be used to monitor groundwater levels that contribute to sewer line and manhole infiltration. Costs and the number of groundwater monitoring wells will be confirmed during the initial phases of the project. Budgeted allowances are included in the proposed compensation. The District shall be responsible for all related Right of Way acquisition for wells if needed.

Deliverables: Groundwater wells to a depth not to exceed 20' that are equipped with a level transducer and integral data logger. The data will be included in the reporting under Task 2.7.

TASK 2.8 –FLOW AND RAIN MONITORING DATA REPORTING

At the completion of the initial flow, and rainfall monitoring period, the team will prepare a report compiling all data and submit to the District no later than 30 days after completion of the monitoring period. The flow data will be presented in the form of seven-day flow charts for each monitoring station with summary tables of peak, average, and minimum flow, along with the associated rainfall data. In addition, flow data and rainfall data will be reported in five minute or fifteen minute or hourly-averaged intervals as required. The report will include a narrative about the equipment used and how it was installed, calibrated, maintained, and monitored; an explanation of the data analysis procedures; and a field report including photographs of each site. All data will also be provided in Microsoft Excel© format.

Deliverables: A separate technical memo (Technical Memo No. 3) documenting flow metering results from Tasks 2.2 through 2.6.

TASK 2.9, SMOKE TESTING

Smoke testing will be conducted on a portion of the collection system based on various conditions as developed during prior investigations. The District will need to prepare and distribute notices to potentially affected residents and businesses near areas where smoke testing is to be performed, and will notify the local fire and police authorities of the planned activities at two weeks before and then again 24-48 hours in advance of performing the work. During smoke testing, the team will provide documentation of all system deficiencies and illicit connections that could be sources of I/I flows. Documentation will include photos, printed field logs, summaries and a database of deficiencies. A detailed Smoke Testing methodology approach is attached in the appendixes. Smoke testing will commence following completion of prior tasks.

Deliverables: A list and GPS location of catch basins, manhole covers, joints, roof drains, and other drains along with a corresponding rating factor that can be incorporated into the GIS base map

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TASK 2.10, FLOW ISOLATION

As a result of findings within *Task 2.2 and 2.8*, above, specific areas and sub-basins will be more closely evaluated for excessive I/I. This task consists of visual manhole inspections during critical high flow periods. The task may require confined space entries. The team's Operations Specialist will train CLOCWD staff in flow isolation of selected pipes that have evidence of groundwater infiltration.

Deliverables: Copies of the inspection logs, for completion of the isolation study that will be compiled and presented in the results under Task 2.12. Results of this flow isolation work will also be utilized for follow-up flow metering and to cost-effectively pinpoint areas to conduct follow-up CCTV and smoke testing work.

TASK 2.11, MAIN LINE CLEANING CCTV INSPECTIONS

The team's Operations Specialist will coordinate with District staff to oversee the District TV inspection of main lines and laterals using CCTV technology. This will comply with Pipeline Assessment Certification Program, MACP, as required by the EPA. It is assumed that all CCTV will be performed by District staff.

Deliverables: CCTV video of select sections of pipes as defined in prior tasks will be compiled and presented in the results.

TASK 2.12, DYE TESTING (OPTIONAL)

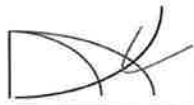
As an optional task, the team will use dye testing to test for leaks and storm or surface water connections in the communities' system. The District will need to prepare and distribute notices to potentially affected residents and businesses near areas where dye testing is to be performed at least two (2) and not more than five (5) working days in advance of performing the work. The notices will include information on the dye testing procedures, purpose, and what to expect while the work is being performed.

Deliverables: Documentation of all system deficiencies and illicit connections that could be sources of I/I flows.

PHASE III, DEFICIENCY MAP AND FIELD REPORT

TASK 3.1, DEFICIENCY MAP AND FIELD REPORT

This task will include various maps in pdf format identifying problem areas within the collection system. The maps will be color coded to identify pipe sizes, joint materials, and the estimated quantity of I/I. The field inspection report will include a compilation of all data collected in the field including field notes and measurements, a summary of defective manholes and pipes, and a rehabilitation cost estimate for I/I reduction. It will also identify cross-connections to storm drains, roof drains, service and mainline bottlenecks, root intrusion, cracked and/or broken pipes and fittings, separated joints. Certain sources of I/I, such as missing or broken manhole lids and covers will also be identified.



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Deliverables: Draft map and report for District review as described above will include a list of immediate (emergency), short and long term repair and rehabilitation project(s)

TASK 3.2, FINAL REPORT AND RECOMMENDATIONS

This document will include descriptions of related short and long term cost-effective capital improvement projects with an emphasis on construction related activities for projects that are identified in prior phases. Emphasis will be placed on short term cost-effective projects. Long term projects, such as, pipeline replacement will be evaluated in PHASE IV, below.

Deliverables: Initial report as described above along with a list of possible funding options.

PHASE IV, COST EFFECTIVE ANALYSIS AND I/I REHABILITATION RECOMMENDATIONS

TASK 4.1, COST-EFFECTIVE ANALYSIS

This section of the final report will include an engineer's opinion of the total cost of I/I reduction compared to the total cost of transportation and treatment of I/I related flows at the Districts WWTP. An assessment will be included related to the anticipated capacity of each respective lift station for conveying I/I related flows. All costs will include repair, rehabilitation, replacement, and engineering fees.

Deliverables: A cost effective analysis curve and related cost summary to be included in the final report

PHASE V, FACILITY PLAN PREPARATION

This phase includes preparation of a project report per SWRCB guidelines for construction of necessary collection system improvements in accordance with SRF guidelines along with a related CEQA documents for construction related impacts.

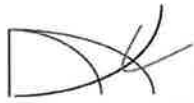
TASK 5.1, PREPARE FINAL PROJECT REPORT AND RECOMMENDATIONS

The team will prepare a short and long-term action plan to address the cost-effective reduction of I/I within the District's collection system. This will also include methods and sources of available funding from various agencies and/or District. The report will identify cost-effective alternatives to minimize excessive I/I for selection locations per SWRCB guidelines.

Deliverables: Project Report and schedule for effectively reducing I/I

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1.6.16



MC ENGINEERING

TASK 5.2, UPDATED ENVIRONMENTAL DOCUMENTATION

Under this task impacts related to cost-effective rehabilitation and construction projects to eliminate I/I will be addressed and appropriate CEQA related documents from the Preliminary Engineering Report (PER) for a prior USDA application will be updated. It is assumed that the existing Negative Declaration prepared for the PER can be cost effectively updated to include the impacts and associated mitigations for the collection system I/I related improvement projects.

Deliverables: Updated Mitigated Negative Declaration (assuming minimal construction related impacts)



COMPENSATION

A time and materials with a cost not-to-exceed budget for the project is presented below in accordance with SRWCB funding agreements. Miscellaneous software and related services are included in some instances under subcontractor costs that will be further refined during the course of the project. The team reserves the option of moving funds between tasks as required to meet the project objectives. Equipment purchases will be considered where appropriate to reduce subcontractor costs and perform work with District staff pending approval from SWRCB.

Task	PIC	PE	PM	OS	Admin	SUBS	ODC	Subtotal
Project Management and Administration (Task A)	24		32		19		\$495.00	\$8,940.00
Phase I, System Mapping and Modeling	Tentative Completion Date: 5/30/15							
Task 1.1, GPS Network/Record of Survey	4	12	8			\$27,500.00	\$500.00	\$30,600.00
Task 1.2, Survey Sewer Manhole and Meter Horizontal Locations	8	24	16	16		\$16,390.00	\$500.00	\$23,450.00
Task 1.3, Survey Sewer Manhole Elevations	8	8	16			\$7,920.00	\$500.00	\$12,260.00
Task 1.4, Aerial Mapping/Ortho Photo	4	8	16			\$21,450.00	\$100.00	\$24,850.00
Task 1.5, Base Map Preparation and Modeling	16	54	24	4		\$18,700.00	\$400.00	\$29,310.00
Phase II, I/I Analysis and SSES	Tentative Completion Date: 5/15/15							
Task 2.1, Record Drawing Review	8	16	16				\$500.00	\$5,020.00
Task 2.2, Metering Plan and Sub-basin Identification	24	24	32	24		\$1,240.00	\$500.00	\$13,220.00
Task 2.3, Collection System Review	16	17	26	16			\$500.00	\$8,845.00
Task 2.4, Manhole Inspections	8	16	8	24		\$3,300.00	\$500.00	\$9,320.00
Task 2.5, Flow Meter Installation, Calibration, and Removal	4	4	12	12		\$27,500.00	\$500.00	\$31,460.00
Task 2.6, Rainfall Meter Installation	4		8	8		\$6,600.00	\$500.00	\$9,360.00
Task 2.7, Groundwater Monitoring Well Installation	4	4	12			\$16,500.00	\$500.00	\$19,440.00
Task 2.8, Flow and Rain Monitoring and Reporting	8	16	16			\$52,060.00	\$500.00	\$57,080.00
Task 2.9, Smoke Testing	4	24	16	16		\$5,500.00	\$500.00	\$12,020.00
Task 2.10, Flow Isolation	16	24	24	24		\$5,500.00	\$500.00	\$15,360.00
Task 2.11, Main Line Cleaning and CCTV Inspections	4	4	16	16		\$5,500.00	\$500.00	\$10,320.00
Task 2.12, Dye Testing (Optional)	4	4	8	8		\$5,500.00	\$480.38	Optional
Phase III, Prepare Deficiency Map and Field Reports	Tentative Completion Date: 7/1/15							
Task 3.1, Deficiency Map and Field Report	8	40	40	16		\$5,500.00	\$500.00	\$17,040.00
Task 3.2, Final Report and Recommendations	32	40	56				\$458.00	\$15,458.00
Phase IV, Cost Effective Analysis and I/I Rehab Recommendations	Tentative Completion Date: 7/15/15							
Task 4.1, Cost Effective Analysis	16	16	24					\$6,640.00
Phase V, Facility Plan Preparation	Tentative Completion Date: 9/15/15							
Task 5.1, Project Report (SWRCB Project Report)	24	40	40				\$500.00	\$12,340.00
Task 5.2, Environmental Document	4	4	4			\$7,315.00	\$500.00	\$9,215.00
								\$381,548.00

Abbreviations and Standard Hourly Rates:

PIC: Principal in Charge, Mark Carey, P.E.	\$135.00 \$/hr
PE: Project Engineer, Richard Relyea, BSME	\$85.00 \$/hr
PM: Project Manager, John Pedri, PE	\$130.00 \$/hr
OS: Operations Specialist, Doyle Champlain	\$85.00 \$/hr
Admin: Administrative	\$55.00 \$/hr

ODC: Other Direct Costs (travel including mileage reimbursed at applicable IRS rates, reproduction costs, etc.)

Note: All subcontractor costs will be marked up 13%

1.6.18

Appendix C to Contract For Consulting Services
Planning Agreement with State of California SWRCB

1.6.19

DRAFT 12/4/14



CLEARLAKE OAKS COUNTY WATER DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



PLANNING LOAN

WASTEWATER COLLECTION SYSTEM MAPPING AND INFILTRATION AND INFLOW STUDY

CLEAN WATER STATE REVOLVING FUND PROJECT NO. []

AGREEMENT NO. []

AMOUNT: **\$381,548**

START DATE: 9/1/14
END DATE: 10/15/15

DATED AS OF 9/1/14

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1.6.24

This Planning Loan (including all exhibits and attachments hereto, this "Agreement") is dated as of the date set forth on the first page of this Agreement, by and between the State Water Resources Control Board, an administrative and regulatory agency of the State of California (the "State Water Board"), and the local government entity ("Recipient") identified on the first page of this Agreement, duly organized and existing under the laws of the State of California:

WITNESSETH:

WHEREAS the United States of America, pursuant to Title VI of the federal Water Pollution Control Act (as such has been and may be amended from time to time, the "Clean Water Act"), requires each State to establish a water pollution control revolving fund to be administered by an instrumentality of the State as a condition to receipt of capitalization grants under the Clean Water Act; and

WHEREAS the State of California (the "State") has established a Clean Water State Revolving Fund ("CWSRF") pursuant to Chapter 6.5 of Division 7 of the California Water Code (the "State Act") to be used for purposes of the Clean Water Act; and

WHEREAS the State Water Board is the state agency authorized to administer the CWSRF and to provide financial assistance from the CWSRF to recipients for the construction of eligible projects, including planning, as provided in the State Act; and

WHEREAS the State Water Board determines eligibility for financial assistance from the CWSRF, pursuant to the State Act; and

WHEREAS the State Water Board is responsible for determining the eligibility of projects for financial assistance from the CWSRF, determining a reasonable schedule for financing such projects, ensuring compliance with the Clean Water Act, and establishing the terms and conditions of an applicable financing-agreement; and

WHEREAS the Recipient has applied to the State Water Board for financial assistance from the CWSRF, for the purpose of financing the planning of a project, and the State Water Board has reviewed and approved said application; and

WHEREAS the Recipient has or will incur costs incurred in connection with, the planning of the project or projects, as described in Exhibit A hereto (such planning being herein collectively referred to as the "Planning"); and

WHEREAS this financing does not constitute a "project" for the purposes of the California Environmental Quality Act (CEQA); and

WHEREAS on the basis of the Recipient's application and the representations and warranties set forth herein, the State Water Board proposes to assist in the financing of the Planning, and the Recipient desires to participate as a recipient of financial assistance from the CWSRF and evidence its obligation to pay Loan Repayments, which obligation will be secured by Net Revenues, as defined herein, upon the terms and conditions as hereinafter set forth in this Agreement, all pursuant to the Clean Water Act and the State Act;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I REPRESENTATIONS, WARRANTIES, AND COMMITMENTS

The Recipient represents and warrants the following as of the date set forth on the first page hereof and continuing thereafter for the term of the Agreement.

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1.1 General Recipient Commitments.

The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance.

1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

1.3 Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.

1.4 Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient/System other than as described in Exhibit G hereto.

1.5 Solvency.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due.

1.6 Legal Status and Eligibility.

Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.

1.7 Limits on State Funding.

Recipient warrants that it is in compliance with, and will maintain compliance with, provisions of state law that restrict state funding to non-compliant entities.

1.8 Financial Statements.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with generally accepted accounting principles or other accounting standards reasonably approved by the State Water Board. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

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1.9 Planning Completion

The Recipient agrees to expeditiously proceed with and complete the Planning in substantial accordance with Exhibit A by the Planning Completion date established in Exhibit A. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. The Recipient shall deliver any request for extension of the Planning Completion date no less than 90 days prior to the Planning Completion date. The Division will not unreasonably deny such a timely request, but the Division will deny requests received after this time.

1.10 Planning Documents.

A draft copy of the Planning documents acceptable to the Division shall be submitted to the Division prior to disbursement beyond 70% of the Planning Funds. A final copy shall be submitted, acceptable to the Division, prior to disbursement beyond 90% of the Planning Funds.

1.11 Notice.

(a) The Recipient agrees to notify the Division in writing within 5 days of the occurrence of the following:

(1) Principal and interest payment delinquencies on this CWSRF Obligation;

(2) Non payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) Unscheduled draws on credit enhancements, if any, reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, if any, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
- (7) Rating changes on tax-exempt bonds, if any;
- (8) Bankruptcy, insolvency, receivership or similar event of the Recipient;
- (9) Actions taken in anticipation of filing Chapter 9, as required under state law;
- (10) Any litigation pending or threatened against Recipient regarding its wastewater capacity or its continued existence, circulation of a petition to challenge rates, consideration of bankruptcy, dissolution, or reincorporation, or any other material threat to the Recipient's Revenues;
- (11) Other Material Events or Listed Events;
- (12) Change of ownership of the System or change of management or service contract for operation of the System; or
- (13) Negotiations regarding proposed parity obligations.

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(b) The Recipient agrees to notify the Division promptly of the following:

- (1) Any substantial change in scope of the Planning. The Recipient agrees that no substantial change in the scope of the Planning will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change;
- (2) Cessation of all work on the Planning where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Planning Completion for a period of ninety (90) days or more beyond the estimated date previously provided to the Division;
- (4) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least ten (10) working days' notice to both the Division and USEPA Region IX. The contact for USEPA Region IX is Josh Amaris at Amaris.josh@epa.gov (415) 972-3597; or
- (5) Planning Completion.

1.12 Findings and Challenge

Upon consideration of a voter initiative to reduce Revenues, the Recipient shall make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy its Obligation under this Agreement and to operate and maintain the System for its useful life. The Recipient agrees to make its findings available to the public and to request, if necessary, the authorization of the Recipient's decision-maker or decision-maker body to file litigation to challenge any such initiative that it finds will render it unable to satisfy either the Obligation or the covenant to operate and maintain, or both. The Recipient shall diligently pursue and bear any and all costs related to such challenge. The Recipient shall notify and regularly update the State Water Board regarding any such challenge.

1.13 Public Records.

The Recipient acknowledges that, except for a subset of information regarding archeological sites, the Planning records and locations are public records.

1.14 Reports.

- (a) Status Reports. The Recipient agrees to expeditiously provide status reports pursuant to the schedule(s) in Exhibit A and/or Exhibit B. Such reports shall accompany any disbursement request and shall be a condition precedent to any disbursement. At a minimum the reports will contain the following information: a summary of progress to date including a description of progress since the last report, percent complete, percent invoiced, and percent schedule elapsed; any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) As Needed Reports. The Recipient agrees to expeditiously provide, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the federal government.

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1.15 Federal Disadvantaged Business Enterprise (DBE) Reporting.

The Recipient agrees to report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division semiannually within ten (10) calendar days following April 1 and October 1 until such time as the "Notice of Completion" is issued. The Recipient agrees to comply with 40 CFR § 33.301.

1.16 Records.

(a) Without limitation of the requirement to maintain Planning accounts in accordance with generally accepted accounting principles, the Recipient agrees to:

- (1) Establish an official file for the Planning which shall adequately document all significant actions relative to the Planning;***
- (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Planning, including all assistance funds received under this Agreement;***
- (3) Establish separate accounts which will adequately depict all income received which is attributable to the Planning, specifically including any income attributable to assistance funds disbursed under this Agreement;***
- (4) Establish an accounting system which will accurately depict final total costs of the Planning, including both direct and indirect costs;***
- (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and***
- (6) If Force Account is used by the Recipient for the Planning, accounts will be established which reasonably document all employee hours charged to the Planning and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding.***

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