

As a matter of proper business decorum, the Board of Commissioners respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

REGULAR BOARD MEETING
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
VICTORVILLE CITY HALL, CONFERENCE ROOM A
14343 CIVIC DRIVE, VICTORVILLE CA 92392
Thursday, October 27, 2022
Closed Session 7:30 a.m. Open Session 8:00 a.m.

VVWRA is committed to protecting public health and the environment in the Victor Valley by providing effective and fiscally responsible wastewater collection, treatment, and recycling.

Call to Order

Higgins

Roll Call

Casteel

Public Comments- Closed Session Agenda Items

Higgins

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted. Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; or (c) employment actions, or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information. Closed Session is scheduled to commence at 7:30 a.m.. If the matters discussed in closed session require additional time beyond 8:00 a.m., in deference to the public, the Board may continue the Closed Session discussion after Open Session is concluded. In that case, Closed Session will resume after the Commissioners Comments section and any reportable action will be reported after the continued Closed Session has concluded and before adjournment.

Closed Session

Item 1. (Gov. Code Sections 54957(b)(1))- Conference with Legal Counsel
Position: General Manager

Item 2. (Gov. Code Sections 54957(b)(1))- Conference with Legal Counsel
Position: Plant Superintendent

Item 3. (Gov. Code Sec. 54956.9(d)) Conference with Legal - Threatened or Potential Litigation

- California River Watch-Notice of Intent to Sue
- Regional Water Quality Control Board, Lahontan Region-Notice of Violation

Call to Order & Pledge of Allegiance

Higgins

Public Comment (Government Code Section 54954.3)

Higgins

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. VVWRA requests that all public speakers complete a speaker’s card and provide it to the Secretary. Persons desiring to submit paperwork to the Board of Commissioners shall provide a copy of any paperwork to the Board Secretary for the official record. We request that remarks be limited to five minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

Possible Conflicts of Interest

Higgins

Consent Calendar

Higgins

All matters placed on the Consent Calendar are considered as not requiring discussion or further explanation and unless any particular item is requested to be removed from the Consent Calendar by a Commissioner, staff member or member of the public in attendance, there will be no separate discussion of these items. All items on the Consent Calendar will be enacted by one action approving all motions and casting a unanimous ballot for resolutions included on the consent calendar. All items removed from the Consent Calendar shall be considered in the regular order of business.

Item 4. Receive, Approve and File Minutes

- Regular Board Meeting 09/15/22
-

Item 5. Receive, Approve and File September 2022 Disbursement

- Warrant Summary Disbursements
-

Poulsen

Board Action Required

Staff Recommendation: Approve as presented

Item 6. Recommendation to Adopt Resolution 2022-11 Amend Surplus Property List of Unused Equipment and Scrap

It is recommended that the Board of Commissioners to adopt Resolution No. 2022-11 to amend the Surplus Property List and authorize the General Manager to approve the disposition of surplus equipment that no longer has any present or prospective use

Coromina

Board Action Required

Staff Recommendation: Approve as Presented

Item 7. Recommendation to Authorize the General Manager to Purchase PLCS and Services, to Install New Program Changes to Blowers 4 And 5, from the Sole Source Provider Howden (Turblex), for an Amount Not to Exceed \$203,543.00

Laari

It is recommended that the Board of Commissioners authorize the General Manager to purchase PLCs and services, to install new program changes to blowers 4 and 5, from the sole source provider Howden (Turblex), for an amount not to exceed \$203.543.00.

Board Action Required

Staff Recommendation: Approve as Presented

Item 8. Recommendation to Authorize the General Manager to Sign the Calrecycle Co-Digestion (Cod1) Grant Program Agreement

Poulsen

It is recommended that the Board of Commissioners to authorize the General Manager to sign the CalRecycle Co-Digestion (COD1) Grant Program Agreement pending legal review and approval.

Board Action Required

Staff Recommendation: Approve as Presented

Item 9. Recommendation to Approve the Third Amendment to the Gas Collection Facilities Lease and Energy Services Agreement

Poulsen

It is recommended that the Board of Commissioners authorize the General Manager to purchase PLCs and services, to install new program changes to blowers 4 and 5, from the sole source provider Howden (Turblex), for an amount not to exceed \$203.543.00

Board Action Required

Staff Recommendation: Approve as Presented

Item 10. Recommendation to Authorize the General Manager to Award a Contract for the Regional Plant Emergency Power Engineering Study in the Amount of \$97,494.00 to Carollo Engineers Inc

Poulsen

It is recommended that the Board of Commissioners approve the General Manager to award a contract for the regional plant emergency power engineering study project in the amount of \$97,494.00 to Carollo Engineers, inc., pending legal review and approval of the agreement

Board Action Required

Staff Recommendation: Approve as Presented

Staff Reports

<u>Item 11.</u> General Managers Report	Poulsen
Reports are submitted as presented by Staff on a Quarterly Basis.	
Report Range	Board Meeting Date (Thursday)
1st Quarter January 2022-March 2022	May 19, 2022
2 nd Quarter April 2022-June 2022	September 15, 2022
3 rd Quarter July 2022- September 2022	November 17, 2022
4 th Quarter October 2022- December 2022	February Board 2023

Adjournment

Higgins

The board will adjourn to a regular board meeting

American Disabilities Act Compliance Statement

Government Code Section 54954.2(a)



Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the VVWRA's Secretary at (760) 246-8638 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

Agenda posting

Government Code Section 54954.2

This agenda has been posted in the main lobby of the Authority's Administrative offices not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.

Agenda items received after posting

Government Code Section 54957.5

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the VVWRA office located at, 20111 Shay Road, Victorville CA 92394. The materials will also be posted on the VVWRA website at www.vvwra.com.

Items Not Posted

Government Code Section 54954.2(b)

In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done as an emergency item or because there is a need to take immediate action, which came to the attention of the Board subsequent to the posting of the agenda, or as set forth on a supplemental agenda posted in the manner as above, not less than 72 hours prior to the meeting date.

Items Continued

Government Section 54954.2(b)(3)

Items may be continued from this meeting without further notice to a Committee or Board meeting held within five (5) days of this meeting

Meeting Adjournment

This meeting may be adjourned to a later time and items of business from this agenda may be considered at the later meeting by Order of Adjournment and Notice

VVWRA's Board Meeting packets and agendas are available for review on its website at www.vvwra.com. The website is updated on Friday preceding any regularly scheduled board meeting.

**MINUTES OF A REGULAR MEETING
REGULAR MEETING OF THE BOARD OF COMMISSIONERS
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY (VWVRA)
September 15, 2022**

CALL TO ORDER: Chair Dakota Higgins called the meeting to order at 7:37 AM; in Conference Room D at Victorville City Hall, located at 14343 Civic Drive, Victorville California, with the following members present:

ORO GRANDE (CSA 42) AND SPRING VALLEY LAKE (CSA 64) TOWN OF APPLE VALLEY CITY OF VICTORVILLE CITY OF HESPERIA	Dakota Higgins, Chair Scott Nassif, Vice-Chair Debra Jones, Secretary Absent
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VWVRA Staff and Legal Counsel:

Darron Poulsen, General Manager Kristi Casteel, Executive Assistant Piero Dallarda, Legal Counsel (BB&K) Brad Adams, Plant Superintendent	Robert Coromina, Director of Administration Latif Laari, Environmental Compliance Manager
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Guest Present:

Brain Gengler, City of Victorville Doug Robertson, Town of Apple Valley	Keith Metzler, City of Victorville Jane Davidson, City of Victorville
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CLOSED SESSION

PUBLIC COMMENTS- CLOSED SESSION AGENDA

Chair Higgins asked if there were any comments from the public regarding any item on the Closed Session Agenda. Hearing none, Chair Higgins called for a motion to enter into Closed Session.

Moved: Commissioner Nassif	Second: Commissioner Jones
Motion to enter into Closed Session	
Motion passed by a 4-0 roll call vote	

VVWRA Regular Meeting Minutes
Thursday, September 15, 2022
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REGULAR SESSION

CALL TO ORDER & PLEDGE OF ALLEGIANCE

Chair Higgins called the meeting to order at 8:55 AM.

REPORT FROM CLOSED SESSION

None

PUBLIC COMMENTS- REGULAR SESSION AGENDA

None

POSSIBLE CONFLICT OF INTEREST

Commissioner Nassif will be abstaining from any disbursements to Napa Auto Parts on item 4

CONSENT CALENDAR:

3. **Receive, Approve and File Minutes, August 18, 2022**
4. **Receive, Approve and File August 2022 Disbursement**

Moved: Commissioner Jones

Second: Commissioner Higgins

Approval of the Consent Calendar Items 3 and 4 with Commissioner Nassif abstaining from any disbursements to Napa Auto Parts on item 4.

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote with Commissioner Holland Absent

ACTION ITEM:

5. Recommendation to Adopt Resolution 2022-10 Amendment to the Conflict-of-Interest Code

The Board will consider adoption of Resolution 2022-10 Amendment to the Conflict-of-Interest Code

Moved: Commissioner Higgins

Second: Commissioner Nassif

Approval to adopt Resolution 2022-10 Amendment to the Conflict-of-Interest Code

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote with Commissioner Holland Absent

6. Recommendation to Authorize the General Manager Approve an Amendment of Trimax's PLC Replacement Project Contract to Include Final Phase 4 in the Amount of \$280,670.00

The Board will consider approval to Authorize the General Manager Approve an Amendment of Trimax's PLC Replacement Project Contract to Include Final Phase 4 in the Amount of \$280,670.00

Moved: Commissioner Nassif

Second: Commissioner Jones

Approval to authorize the General Manager to approve an amendment of Trimax's Programmable Logic Controllers (PLC) replacement project contract to include phase 4 in the amount of \$280,670.00

Chair Higgins- Yes

Commissioner Nassif - Yes

Commissioner Jones - Yes

Motion passed by a 3-0 roll call vote with Commissioner Holland Absent

VVWRA Regular Meeting Minutes**Thursday, September 15, 2022****Page 4**

- 7. Recommendation to Authorize the General Manager to Purchase PLC's and Services, to Install New Program Changes to Blowers 4 and 5, from the Sole Source Provider Howden (Turblex), for an Amount Not to Exceed \$175,000**

The Board will consider approval to Authorize the General Manager to Purchase PLC's and Services, to Install New Program Changes to Blowers 4 and 5, from the Sole Source Provider Howden (Turblex), for an Amount Not to Exceed \$175,000

Moved: Commissioner Higgins**Second: Commissioner Jones**

Approval to authorize the General Manager to purchase PLCs and services, to install new program changes to blowers 4 and 5, from the sole source provider Howden (Turblex), for an amount not to exceed \$175,000.00

Chair Higgins- Yes**Commissioner Nassif - Yes****Commissioner Jones - Yes****Motion passed by a 3-0 roll call vote with Commissioner Holland Absent**

- 8. Recommendation to Authorize the General Manager to Sign an Agreement for a Temporary Construction Easement (TCE) With Southwest Gas (SWG) to Permit Them Access to Install a New Gas Main Through the VVWRA Property**

The Board will consider approval to Authorize the General Manager to Sign an Agreement for a Temporary Construction Easement (TCE) With Southwest Gas (SWG) to Permit Them Access to Install a New Gas Main Through the VVWRA Property

Moved: Commissioner Nassif**Second: Commissioner Higgins**

Approval to authorize the General Manager to execute an agreement for a TCE with SWG to permit them access to install a new gas main through the VVWRA property upon legal review and approval of the agreement with the authority to make minor changes.

Chair Higgins- Yes**Commissioner Nassif - Yes****Commissioner Jones - Yes**

Motion passed by a 3-0 roll call vote with Commissioner Holland Absent

CLOSED SESSION (If Closed Session is continued)

ADJOURNMENT

The board will adjourn to a regular board meeting on October 27, 2022, at 7:30 a.m.

APPROVAL:

DATE: _____ **BY:**

Approved by Debra Jones, Secretary
VVWRA Board of Commissioners



Victor Valley Wastewater Reclamation Authority

A Joint Powers Authority and Public Agency of the State of California

Administrative Offices

20111 Shay Road, Victorville, CA 92394


Telephone: (760) 246-8638

Fax: (760) 948-9897

e-mail: mail@vwwra.com

DATE: October 27, 2022

TO: Darron Poulsen
General Manager

FROM: Xiwei Wang 
Accounting Supervisor

SUBJECT: Cash Disbursements Register

RECOMMENDED ACTION

It is recommended that the Board of Commissioners approve the cash disbursements and payroll register for the Victor Valley Wastewater Reclamation Authority.

BACKGROUND

The Cash Disbursements Register totals represented below are for the month of SEPTEMBER 2022, check numbers 124796-124837 and ACH's.

<i>Accounts Payable</i>			
<i>Checks</i>	<i>ACH's and EFT's</i>	<i>Payroll</i>	<i>Total</i>
<i>\$70,617.25</i>	<i>\$994,957.87</i>	<i>\$498,580.65</i>	<i>\$1,564,155.77</i>

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 9/1/22 through 9/30/22

Vendor	Payment #	Date	Total
Answering 365	124796	09/08/22	\$ 173.00
Aquatic Bioassay / Consult Inc.	124797	09/08/22	\$ 1,700.00
Big Sky Electric	124798	09/08/22	\$ 6,113.00
Flo-Systems, Inc.	124799	09/08/22	\$ 5,867.56
Hesperia Hose Supply	124800	09/08/22	\$ 227.74
Hi-Desert Communications	124801	09/08/22	\$ 150.00
Liberty Utilities	124802	09/08/22	\$ 936.68
Orkin	124803	09/08/22	\$ 452.00
Prudential Overall Supply	124804	09/08/22	\$ 821.82
San Bernardino County Fire Protection Dist	124805	09/08/22	\$ 910.00
Titan Environmental Solutions, Inc	124806	09/08/22	\$ 855.00
United Rentals Northwest, Inc	124807	09/08/22	\$ 1,099.05
All Pro Pest Control	124808	09/22/22	\$ 2,475.00
Capio	124809	09/22/22	\$ 275.00
Cem Corporation	124810	09/22/22	\$ 2,997.29
Dell Inc.	124811	09/22/22	\$ 89.47
Hesperia Water District	124812	09/22/22	\$ 1,711.50
High Desert Lock & Safe	124813	09/22/22	\$ 280.87
Integrity Hr, Inc.	124814	09/22/22	\$ 1,235.00
J.G. Tucker & Son Inc.	124815	09/22/22	\$ 634.67
Jones, Debra	124816	09/22/22	\$ 100.00
Nassif, Scott	124817	09/22/22	\$ 100.00
Orkin	124818	09/22/22	\$ 167.00
Prudential Overall Supply	124819	09/22/22	\$ 871.92
Rain For Rent	124820	09/22/22	\$ 370.19
Shredyourdocs.Com	124821	09/22/22	\$ 114.00
Socal Job	124822	09/22/22	\$ 1,416.34
Automation Direct	124823	09/28/22	\$ 469.80
Big Sky Electric	124824	09/28/22	\$ 23,606.00
Brown Bear Corp	124825	09/28/22	\$ 550.14
Cintas Corporation	124826	09/28/22	\$ 774.03
Cla-Val Co.	124827	09/28/22	\$ 1,784.07
Done-Right Concrete Co	124828	09/28/22	\$ 5,376.00
Edenbros, Llc	124829	09/28/22	\$ 1,540.49
Hesperia Unified School District	124830	09/28/22	\$ 79.52
Hesperia Water District	124831	09/28/22	\$ 762.98
Hi Desert Fire Protection Inc	124832	09/28/22	\$ 547.00
Konica Minolta Business Solutions	124833	09/28/22	\$ 308.86
Orkin	124834	09/28/22	\$ 452.00
Prudential Overall Supply	124835	09/28/22	\$ 1,898.08
The Woodall Group Inc.	124836	09/28/22	\$ 72.00
Town & Country Tire	124837	09/28/22	\$ 252.18
Total Checks			\$ 70,617.25

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 9/1/22 through 9/30/22

Konica Minolta Business Solutions	DFT03357	09/08/22	\$	391.50
Lincoln Financial Group	DFT03358	09/08/22	\$	4,777.17
Lincoln Financial Group	DFT03359	09/08/22	\$	80.11
Principal Life Ins. Co.	DFT03360	09/08/22	\$	2,666.20
Southern California Edison	DFT03361	09/08/22	\$	866.42
Town Of Apple Valley	DFT03362	09/08/22	\$	188.24
Ups	DFT03363	09/08/22	\$	231.71
Quadient Leasing Usa, Inc	DFT03397	09/15/22	\$	293.98
Southern California Edison	DFT03398	09/15/22	\$	25,245.04
Southern California Edison	DFT03399	09/15/22	\$	1,828.45
Sparkletts Drinking Water	DFT03400	09/15/22	\$	1,466.75
Ups	DFT03401	09/15/22	\$	303.49
Southern California Edison	DFT03402	09/22/22	\$	201,160.39
Southern California Edison	DFT03403	09/22/22	\$	17,804.31
Southwest Gas Company	DFT03404	09/22/22	\$	31.64
Southwest Gas Company	DFT03405	09/22/22	\$	55.64
Southwest Gas Company	DFT03406	09/22/22	\$	61.64
Ups	DFT03407	09/22/22	\$	41.70
Flyers Energy, Llc	DFT03428	09/28/22	\$	2,307.74
Southwest Gas Company	DFT03429	09/28/22	\$	38,254.14
Southwest Gas Company	DFT03430	09/28/22	\$	16,581.15
2G Energy Inc.	090920221	09/09/22	\$	38,629.60
G.A. Osborne Pipe & Supply	0909202210	09/09/22	\$	992.77
Garibay, Alfredo	0909202211	09/09/22	\$	120.00
Grainger	0909202212	09/09/22	\$	471.23
Hach Company	0909202213	09/09/22	\$	255.23
Keagy, Chieko	0909202214	09/09/22	\$	25.00
Mcgrath Rentcorp	0909202215	09/09/22	\$	5,525.47
Medina, Michael	0909202216	09/09/22	\$	240.00
Siemens Industry Inc.	0909202217	09/09/22	\$	2,302.24
Solenis Llc	0909202218	09/09/22	\$	12,043.93
Underground Service Alert Of Southern California	0909202219	09/09/22	\$	46.75
A.D.S. Corp.	090920222	09/09/22	\$	7,150.00
Veteran Janitorial, Llc	0909202220	09/09/22	\$	2,630.00
Beck Oil, Inc.	090920223	09/09/22	\$	6,704.57
California School Veba	090920224	09/09/22	\$	714.20
Crane Pro Services	090920225	09/09/22	\$	1,499.00
Culligan Water Conditioning	090920226	09/09/22	\$	555.70
D.K.F. Solutions Group, Llc	090920227	09/09/22	\$	350.00
Dudek	090920228	09/09/22	\$	8,048.69
Dxp Enterprises	090920229	09/09/22	\$	46,425.93
American Express	091620221	09/16/22	\$	9,615.90
Hinojosa, Thomas	0916202210	09/16/22	\$	422.00
Keniston, Olin	0916202211	09/16/22	\$	232.94
Main, Randy	0916202212	09/16/22	\$	422.00
Mcgee, Mark	0916202213	09/16/22	\$	422.00

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 9/1/22 through 9/30/22

Montgomery, Lillie	0916202214	09/16/22	\$	145.65
Nalian, L. Christina	0916202215	09/16/22	\$	145.65
Nave, Patrick	0916202216	09/16/22	\$	422.00
T-Mobile	091620222	09/16/22	\$	196.56
Anthony, Donna	091620223	09/16/22	\$	422.00
Billings, Richard	091620224	09/16/22	\$	422.00
Correia, Bruce	091620225	09/16/22	\$	422.00
Dagnino, Roy	091620226	09/16/22	\$	422.00
Davis, Tim	091620227	09/16/22	\$	422.00
Flint, Terrie Gossard	091620228	09/16/22	\$	232.94
Gyurcsik, Darline	091620229	09/16/22	\$	232.94
Adt Commercial	092320221	09/23/22	\$	1,013.21
Grainger	0923202210	09/23/22	\$	2,380.74
Hach Company	0923202211	09/23/22	\$	2,272.80
Higgins, Dakota	0923202212	09/23/22	\$	100.00
High Desert Affordable Landscaping	0923202213	09/23/22	\$	5,034.00
Netgain Networks, Inc	0923202214	09/23/22	\$	1,673.89
Quinn Company	0923202215	09/23/22	\$	1,432.00
Siemens Industry Inc.	0923202216	09/23/22	\$	13,464.34
U.S.A. Bluebook	0923202217	09/23/22	\$	122.30
Waxie Sanitary Supply	0923202218	09/23/22	\$	918.40
Applied Maintenance Supplies & Solution	092320222	09/23/22	\$	2,374.24
Biogas Power Systems- Mojave, Llc	092320223	09/23/22	\$	64,119.27
Brenntag Pacific, Inc	092320224	09/23/22	\$	14,350.71
Collicutt Energy Services Inc	092320225	09/23/22	\$	187.19
Cottrell, Chase	092320226	09/23/22	\$	120.00
Digi-Key Corp	092320227	09/23/22	\$	4,553.62
Fha Services, Inc.	092320228	09/23/22	\$	1,189.38
G.A. Osborne Pipe & Supply	092320229	09/23/22	\$	159.83
2G Energy Inc.	092820221	09/28/22	\$	10,311.47
Dudek	0928202210	09/28/22	\$	20,106.25
Elogger Inc.	0928202211	09/28/22	\$	2,250.00
Fha Services, Inc.	0928202212	09/28/22	\$	399.45
Hach Company	0928202213	09/28/22	\$	42,354.00
Larry Walker Associates	0928202214	09/28/22	\$	412.50
Luhdorff And Scalmanini	0928202215	09/28/22	\$	2,201.00
Polydyne Inc.	0928202216	09/28/22	\$	6,220.50
Prine, Travis	0928202217	09/28/22	\$	69.12
Quinn Company	0928202218	09/28/22	\$	224.00
Rockwell Engineering	0928202219	09/28/22	\$	1,274.37
Alfa Laval Inc.	092820222	09/28/22	\$	730.47
Siemens Industry Inc.	0928202220	09/28/22	\$	2,362.05
Trimax Systems	0928202221	09/28/22	\$	13,125.00
Victor Valley Wastewater Employees Assoc	0928202222	09/28/22	\$	750.00
Wageworks, Inc	0928202223	09/28/22	\$	118.25
Applied Maintenance Supplies & Solution	092820223	09/28/22	\$	1,184.24

Victor Valley Wastewater Reclamation Authority
Cash Disbursement Register
From 9/1/22 through 9/30/22

Beck Oil, Inc.	092820224	09/28/22	\$	52.63
C.S. Amsco	092820225	09/28/22	\$	465.54
Cdw Government, Inc	092820226	09/28/22	\$	1,019.11
Csrma	092820227	09/28/22	\$	292,466.74
Daily Express	092820228	09/28/22	\$	3,220.00
Dorado, Allen	092820229	09/28/22	\$	233.80
US Bank	93020221	09/30/22	\$	13,973.16
			Total ACH & EFT	\$ 994,957.87

Approved

Total Checks	\$ 70,617.25
Total ACH and EFT	\$ 994,957.87
Total Payroll - September 2022	\$ 498,580.65
Total	\$ 1,564,155.77



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
Board of Commissioners Staff Report**

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager *DRP*
SUBMITTED BY: Robert Coromina, Director Of Administrative Services *RC*
DATE: October 27, 2022
SUBJECT: **RECOMMENDATION TO APPROVE RESOLUTION NO. 2022-11:
AMEND SURPLUS PROPERTY LIST OF UNUSED EQUIPMENT
AND SCRAP**

<input checked="" type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$0
<input type="checkbox"/> Information Only	<input type="checkbox"/> Account Code:	
	<input type="checkbox"/> Funds Budgeted/ Approved:	

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners approve Resolution No. 2022-11 to amend the Surplus Property List and authorize the General Manager to approve the disposition of surplus equipment that no longer has any present or prospective use.

PREVIOUS ACTION(S)

Update from previous surplus property resolution no: 2021-09

BACKGROUND INFORMATION

VVWRA is currently in possession of equipment that is categorized as surplus property. In Resolution 2022-11 (Exhibit 1) Pursuant to Resolution No. 2006-10 (Exhibit A), staff would like to begin the surplus of the property listed in Resolution 2022-11 (Exhibit B). The majority of the said property is to be disposed of or sold as unserviceable junk or scrap. The equipment that is still functional will be disposed of under the policy and procedures regarding the disposal of surplus personal property as outlined in resolution 2006-10.

Attachment(s):

Exhibit 1 – Resolution 2022-11

EXHIBIT 1

RESOLUTION NO. 2022-11

RESOLUTION TO AMEND LIST OF SURPLUS EQUIPMENT ESTABLISHED UNDER RESOLUTION 2006-10 (RESOLUTION ESTABLISHING POLICY AND PROCEDURES FOR DISPOSING OF SURPLUS PROPERTY, DECLARING ITEMS OF VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY TO BE SURPLUS PROPERTY AND AUTHORIZING THE SALE AND DISPOSITION THEREOF)

WHEREAS, the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority [Authority] has deemed that it is in the best interest of VVWRA constituents to dispose of certain items of personal property and equipment [Property] as surplus property pursuant to Government Code Section 37350; and

WHEREAS, the Authority is empowered, pursuant to Government Code Section 37350, to dispose of said items of property when, in its discretion, it finds that said property is no longer required for purposes of the Authority; and

WHEREAS, the Authority adopted Resolution 2006-10 on July 18, 2006 establishing Policy and Procedures as the preferred policies and procedures for the disposal of such surplus property; and

WHEREAS, the Authority has determined that the General Manager may declare any personal property as surplus and that such declaration shall be made in writing, the equipment and materials listed in Exhibit B, which is attached hereto and incorporated herein by this reference, shall be disposed of as surplus property as contemplated in the Policy.

WHEREAS, the Authority has identified, and the General Manager has declared further personal property as surplus to be disposed of; and

WHEREAS, the Authority desires to designate income derived from surplus miscellaneous metals recycling to offset costs associated with employee events.

NOW THEREFORE, BE IT RESOLVED that all items listed in Exhibit B shall be declared as surplus property, pursuant to the provisions of Government Code Section 37350, and that the Policy and Procedures attached hereto in Exhibit A shall be followed in order to dispose of said surplus property.

APPROVED AND AMENDED at a regular meeting of the Board of Commissioners of Victor Valley Wastewater Reclamation Authority on this 27th day of October 2022.

Dakota Higgins, Chair
VVWRA Board of Commissioners

ATTEST:

APPROVED AS TO FORM:

Debra Jones, Secretary
VWRA Board of Commissioners

Piero Dallarda of
Best Best & Krieger LLP
General Counsel, VWRA

CERTIFICATION:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Commissioners held on October 27, 2022.

Kristi Casteel – Clerk of the Board

EXHIBIT A

Resolution 2022-11

RESOLUTION NO. 2006-10

RESOLUTION ESTABLISHING POLICY AND PROCEDURES FOR DISPOSING OF SURPLUS PROPERTY, DECLARING ITEMS OF VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY TO BE SURPLUS PROPERTY AND AUTHORIZING THE SALE AND DISPOSITION THEREOF

WHEREAS, the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority [Authority] has deemed that it is in the best interest of VVWRA's constituents to dispose of certain items of personal property and equipment [Property] as surplus property pursuant to Government Code Section 37350;

WHEREAS, the Authority is empowered, pursuant to Government Code Section 37350, to dispose of said items of property when, in its discretion, it finds that said property is no longer required for purposes of the Authority;

WHEREAS, the Authority has determined that the Policy and Procedures attached hereto as Exhibit A and incorporated herein by this reference, are the preferred policies and procedures to dispose of such surplus property; and,

WHEREAS, the Authority has determined that, at this particular time, the equipment and materials listed in Exhibit B, which is attached hereto and incorporated herein by this reference, shall be disposed as surplus property as contemplated in the policy,

THEREFORE, BE IT RESOLVED that, pursuant to the provisions of Government Code Section 37350, the Board of Commissioners of the Victor Valley Wastewater Reclamation Authority adopts the Policy and Procedures attached hereto as Exhibit A as the policies and procedures that VVWRA shall follow in order to dispose of surplus property.

ADOPTED at a regular meeting of the Board of Commissioners of Victor Valley Wastewater Reclamation Authority on this 18th day of July 2006.



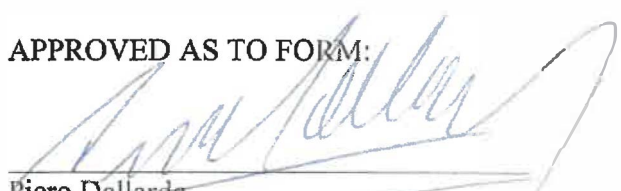
Ed Pack, Chair
VVWRA Board of Commissioners

ATTEST:



Rudy Cabria, Secretary
VVWRA Board of Commissioners

APPROVED AS TO FORM:



Piero Dallarda
of Best Best & Krieger LLP
General Counsel, VVWRA

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY

POLICY AND PROCEDURES RE DISPOSAL OF SURPLUS PERSONAL PROPERTY

Designation of surplus personal property.

The General Manager may, after consultation with the appropriate personnel at VVWRA, declare any personal property as surplus. The declaration shall be in writing, and the property shall be delivered to the General Manager by those employees of VVWRA that have custody and control over it. The General Manager shall store the property and maintain a written inventory. If any supervisor or manager of any department at VVWRA has use of the property, he or she may so request from the General Manager who shall have the authority to assign the property to any department able to make best use of such property. If, however, no supervisor or manager makes request for the use of such property in his department after the inventory has been circulated at least once, then the property shall be finally deemed surplus and having no further public use or benefit.

Sale by sealed bid or auction of surplus personal property.

The General Manager shall, in all cases where the estimated value of the particular item of personal property is five thousand dollars or more, and may, in the sale of all other personal property where, in his or her discretion, he or she determines it in the best interest of VVWRA, sell surplus personal property by means of sealed bid or public auction. The procedure for conducting such sale shall be determined by the General Manager, providing, however, that the following are included in such procedure: (1) At least one notice, three days before the sale, shall be posted in three public places in the VVWRA service area, containing a general description of the type of property to be sold and the time and place of such bid opening or auction; (2) That the terms of all sales shall be cash; (3) The sale by sealed bid or auction shall be to the highest responsible bidder; (4) That a receipt be given to the purchaser. In conducting an auction, the General Manager may contract with a professional auctioneer, and his or her fee may either allow a flat fee, hourly fee, or a percentage of the amount of the sale, based upon that which is the common and customary method and rate for such auctioneering services. The auction may be conducted at the most convenient business location to the person or entity conducting the auction as long as VVWRA's General Manager concurs on the location.

Sale in open market of surplus personal property.

If the surplus property is in usable condition and its estimated value is less than five thousand dollars, the surplus property may be disposed of in the following manner: The General Manager shall make an investigation of the market conditions of personal property of the type declared surplus and determine prices for all surplus property which, in his or her opinion, will be competitive with prices in the open market. He or she may then sell the personal property at market prices by advertising in the most appropriate means which, in his or her opinion, will bring the greatest number of potential purchasers. A notice of the sale shall be posted in three public places within VVWRA's service area, at least three days before the sale, which notice shall set forth the day and time it shall begin; the number of days it is to be continued if it is to last more than one day; the place where the articles may be examined; the place where the

purchase price is to be paid and the property delivered; and a general description of the type of property being sold. The terms of all such sales shall be cash in the amount of the full purchase price. The General Manager or his or her authorized representative shall give a receipt to the purchaser of such property and keep a copy for the files. No sale may be made under this section to any employee. As an alternate to the procedure in this section, the General Manager may dispose of the property by contracting with a professional auctioneer, and his or her fee may either allow a flat fee, hourly fee, or a percentage of the amount of the sale, based upon that which is the common and customary method and rate for such auctioneering services. The auction may be conducted at the most convenient business location to the person or entity conducting the auction as long as VVWRA's General Manager concurs on the location.

Trade-in surplus personal property.

Notwithstanding any provisions of this article for the sale of surplus personal property in the open market or any auction, the General Manager may trade in surplus personal property with an amount he or she determines to be reasonable, to be allowed toward the purchase of a similar type of personal property. Typical situations where this might apply might be in the disposal of used motor vehicles and other machinery and equipment for which trade-ins are commonly permitted by the manufacturer.

Sale of unserviceable junk or scrap personal property.

When any surplus property is deemed to be unserviceable, junk or scrap, no longer suitable for its original purpose, the General Manager shall dispose of such personal property by destruction, trade or sale of said personal property at the best competitive price available in the open market without regards to the other provisions of this article.

Conveying surplus personal property to charitable, nonprofit organizations.

Notwithstanding the other provisions of this article, the Board of Commissioners may convey to a charitable nonprofit organization or a school district any surplus personal property upon receiving reasonable assurances that the property (or the proceeds therefrom) will be used for the benefit of educational, scientific, or charitable purposes, or for community matters such as recreation, education, aid to the destitute, city beautification, or any other activity in which the city government may legitimately participate. The maximum estimated value for said personal property shall not exceed five thousand dollars.

Conveying surplus personal property to other public agencies.

Notwithstanding the other provisions of this article, the Board of Commissioners may convey or sell without recourse to sealed bid or auction surplus personal property to other public agencies including cities, counties, school districts, special districts and joint powers agencies as may be determined by the Board.

EXHIBIT B

Resolution 2022-11

**Victor Valley Wastewater
Surplus Equipment
Exhibit 02 – Oct 27, 2022**

Item	Item Description	Model #	Additional Info	Location	Qty
1	Misc. Office Supplies	Old Office supplies	No longer usable	Admin	Various
2	Obsolete Computers and related parts	Various Model's	No longer usable	MIS Garage Area	Various
3	Old PLC's parts	Various Model's	No longer usable	MIS Garage Area	Various
4	Waukesha Engine and associated parts	Waukesha	Replaced by newer technology	Warehouse staging area	1 + extra parts
5	Golf Carts	N/A	In operatable	Warehouse staging area	4
6	Generators	N/A	In operatable	Warehouse staging area	2
7	Compressors	N/A	In operatable	Warehouse staging area	2
8	Old Vactor Truck	N/A	In operatable	Warehouse staging area	1
9	Broken Parts and pieces to process equipment	N/A	No longer usable	Warehouse	
10	Process equipment that is no longer at VVWRA	N/A	No longer used	Warehouse	
11	Chemicals/paints that are no longer used	N/A	No longer used	Warehouse	
12	Toolboxes	N/A	No longer used/damaged	Warehouse	5
13	Misc. Pumps and Valves	Various	No longer used/damaged	Warehouse	
14	Misc. Car parts (Shocks, Filters, Belts etc.)	Various	No longer used	Warehouse	
15	Misc. Maintenance parts and equipment	Various	No longer used	Warehouse	



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
Board of Commissioners Staff Report**

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager *DP*
SUBMITTED BY: Latif Laari, Business Application Manager *[Signature]*
DATE: October 27, 2022,

SUBJECT: **RECOMMENDATION TO AUTHORIZE THE GENERAL MANAGER TO PURCHASE PLCS AND SERVICES, TO INSTALL NEW PROGRAM CHANGES TO BLOWERS 4 AND 5, FROM THE SOLE SOURCE PROVIDER HOWDEN (TURBLEX), FOR AN AMOUNT NOT TO EXCEED \$203,543.00**

For Action **Fiscal Impact: \$203,543.00**
 Information Only **Account Code:09-02-515-9000-9999 \$87,500.00**
01-02-515-9000-9999 \$116,043.00
 Funds Budgeted/Approved: Yes *[Signature]*

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners authorize the General Manager to purchase PLCs and services, to install new program changes to blowers 4 and 5, from the sole source provider Howden (Turblex), for an amount not to exceed \$203.543.00.

PREVIOUS ACTION(S)

On 8/15/2019: A staff recommendation was approved for the sole source upgrades and program changes to the Howden (Turblex) compressors of Blowers 2 and 3 PLCs

On 9/15/2022: A staff recommendation was approved for the sole source upgrades and program changes to the Howden (Turblex) compressors of Blowers 4 and 5 PLCs for \$175,000.00

BACKGROUND INFORMATION

On 9/15/2022: A staff recommendation was approved for the sole source upgrades and program changes to the Howden (Turblex) compressors of Blowers 4 and 5 PLCs for \$175,000.00
When negotiating the terms of the contract, Howden informed staff that due to higher PLC material prices, the original proposal was increased by \$43,543.00

The Howden (Turblex) compressors and necessary appurtenances were installed in the 1990s at the Regional Plant. While the compressors have been well maintained with replacement parts and technical support, the hardware, specifically the programmable logic controllers (PLC) and (Human Machine interfaces (HMI), have reached their end of life and are no longer supported by the manufacturer.

The two (2) blower controls, including three (3) PLC's and their respective HMI's which control blowers 4 and 5, were identified for replacement after multiple failures and limited available parts during a VVWRA condition assessment in 2018. The upgrades and program changes described in the Howden quotation (Exhibit 1) will allow for better and more reliable control of Blowers 4 and 5, reducing the possibility of aeration shutdowns and potential compliance violations.

Howden (Turblex) is the only factory-authorized service center and distributor of OEM components in North America (Exhibit 2). The Howden Customer Service/Parts Department is comprised of highly trained professionals, which include in-house technical and parts departments, as well as mechanical and instrumentation field services personnel. It is for these reasons staff recommends that the equipment and labor for these upgrades be sole sourced to Howden (Turblex).

Exhibits:

Exhibit 1: Howden Quotation MCP & LCP Upgrade for Victor Valley WRA Updated Proposal

Exhibit 2: Howden Factory Sole Source Letter

EXHIBIT 1



Budget Proposal

Blower and Panel Upgrades for Victor Valley WRA

Proposal to: **Victor Valley**
 For: **Maurico Marin**
 Site: **S126 Victor Valley WRA**

Our reference: **HROBNR.AFM.000004.R02**
 Date: **October 11th, 2022**

4654 W Junction Street, Springfield, Missouri 65802, USA

Tel: 417 380 5777
 Email: Matt.Mosier@howden.com
 Web: www.howden.com

Revolving Around You™



Customer: Victor Valley Our ref: HROBNR.AFM.000004.R02
 Project: Victor Valley WRA Panel Upgrade
 Site: S126 Victor Valley WRA Date: October 11th, 2022



1. Introduction

This budget proposal is for upgrades on the Howden (Turblex) compressors installed at Victor Valley WRA.

- Turblex original project 850T (Model KA22SV-GC215 S/N 4549, 4550, and 4551).
- Turblex original project 3081T (Model KA22SV-GC215 S/N 7162, and 7163 and the corresponding Master Control Panel MCP).

This budget proposal includes the engineering, in-house factory labor required for upgrades, and on-site visits for installation, checkout and start-up. No additional work or materials other than listed in the scope below are included. We look forward to our continued relationship and are pleased to offer this quotation for your consideration.

Your Howden contacts:

Technical inquiries:

Brian Ragsdale

Tel: +1 417 380 5686
 Fax: +1 417 866 0235
 Email: brian.ragsdale@howden.com

Commercial inquiries:

Matthew Mosier

Tel: +1 417 380 5777
 Fax: +1 417 866 0235
 Email: matt.mosier@howden.com

2. Technical specification

2.1. Scope:

A. Upgrades for the Master and Local Control Panels as follows:

- Program changes and hardware upgrades for the Master Control Panel MCP:
 - Qty (1) Upgrade PLC to AB CompactLogix. Includes CompactLogix L33ER processor, analog I/O cards, backplane, and power supply.
 - The I/O includes eight (8) spare isolated analog inputs for future ammonia control.
 - Qty (1) Upgrade HMI to AB Panelview Plus 7 15".
 - AB Ethernet switch, 1783-US8T.
 - AB 24VDC power supply for control voltage.
 - APC UPS, SMT1500NC with Network card.
 - Surge-Trap surge suppressor for 120VAC.
 - Includes electrical engineering for PLC and HMI programming, updating electrical drawings, and functional testing at factory.
 - Additional parts included: any additional hardware identified during design, patch cables, miscellaneous.

Customer: Victor Valley Our ref: HROBNR.AFM.000004.R02
 Project: Victor Valley WRA Panel Upgrade
 Site: S126 Victor Valley WRA Date: October 11th, 2022



- Program changes and hardware upgrades for the Local Control Panels (LCP):
 - Qty (2) Upgrade PLC to AB CompactLogix. Includes CompactLogix L33ER processor, analog and digital I/O cards, backplane, and power supply.
 - Qty (2) Upgrade HMI to Panelview Plus 7 12".
 - Ethernet switch, AB 1783-US5T.
 - AB 24VDC power supply for control voltage.
 - APC UPS, SMT1500NC with Network card.
 - Surge-Trap surge suppressor for 480VAC.
 - Includes electrical engineering for PLC and HMI programming, updating electrical drawings, and functional testing at factory.
 - Additional parts included: any additional hardware identified during design, patch cables, miscellaneous.
- Onsite installation checkout and startup for MCP and LCP's:
 - One (1) trip – Twelve (12) days onsite (assume 8 hr days, Mon-Fri) for MCP and LCP upgrade installation, checkout and panel startup and basin tuning.
 - During the same trip as above - Two (2) days onsite (assume 8 hr days, Mon-Fri) for MCP tuning of the previously upgraded MCP (upgrade project AES06782, original Turblex project 850T).
 - Any additional service required will be billed per the attached Howden Service Rate schedule.

2.2. Notes:

1. Any significant wear or abnormalities identified requiring extra labor and / or parts shall be billed per Howden's Standard Service Rate Schedule or Price lists. Howden will provide an estimate of additional time and/or materials required.
2. In regards to ammonia control for the recently upgraded MCP (upgrade project AES06782, original Turblex project 850T). This MCP operates as a pressure control master panel being supported by a single header pressure signal, no additional DO or FLOW monitoring is being performed. Thus ammonia controls are not available in the PLC and/or HMI programming.
3. For the ammonia controls included in the program for the MCP upgrade to Turblex original project 3081T, at the time of electrical engineering and programming for the upgrade the site is to provide further details about the process, type, and quantity of ammonia monitoring equipment to be utilized. Eight (8) spare I/O are included in the MCP PLC hardware to account for additional signals.

2.3. Pricing:

Upgrade

2.1.A Upgrades for the Master and Local Control Panels (USD)	\$203,543
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2.4. Terms:

- 10% Upon acceptance of order
- 20% Upon submittal approval
- 30% Upon receipt of raw materials
- 40% Delivery of all parts

Customer: Victor Valley Our ref: HROBNR.AFM.000004.R02
 Project: Victor Valley WRA Panel Upgrade
 Site: S126 Victor Valley WRA Date: October 11th, 2022



Payment terms are 100% of invoiced value and are due net 30 days. Payment shall not be dependent on Contractor being paid by any third parties. This proposal is based on our standard terms and conditions of sale listed below. All provisions of this offer are subject to negotiation and final approval by Howden.

2.5. Drawings and Shipment:

Submittal for approval will be in 10-12 weeks after acceptance of the order by Howden. Shipment will be 38-40 weeks after receipt of submittal approval by Howden. Freight to jobsite included, DAP Victorville, CA, USA Per INCO Terms 2020.

Howden's price includes for a maximum of three submitted issues of Approval Drawings including finals. If the Customer requests any further amendments to the drawings then Howden may provide further revisions which shall be at the Customer's cost. Howden shall be responsible for any errors, omissions or discrepancies in the drawings unless they are due to incorrect drawings, samples, patterns, models or information supplied by the Customer.

First issues are 'Preliminary', indicating Howden's design and scope of supply for the contract, and are dependent on Howden receiving the necessary Customer information with the contract order. Customer to approve or comment on the scope and layout on that basis. Second issue will follow 10 weeks after approval of the first issue, and will incorporate agreed comments.

A final submission will then be made if necessary to incorporate any additional changes arising during the engineering phase of the contract. When each document is approved by the Customer without comments, the latest issue is considered to be "final". No further issues will be supplied unless further engineering changes occur which affect the document content.

No formal dossier of final drawings is compiled by Howden as standard, but can be arranged at additional cost.

2.6. Items Not Included:

Taxes or bonds, fittings, bolts, nuts, gaskets, disposal of components, removal of demo materials, additional wiring, or any other items not specifically listed above.

2.7. General Request:

This proposal assumes the site will provide at least one qualified helper to assist the Howden technician and that local SCADA support will be available for the MCP upgrade installation, checkout and startup.



Howden Roots LLC Field Service Rates

HRO-S – US dollars (USD)

*All intellectual property rights are reserved to HUSA and/or the respective owner(s) (if different).

Services Provided: Inspections Maintenance Field Repairs Balancing Site Supervision Project Management Start Up Installation Supervision

A. Rates for service in Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
	Monday thru Saturday (except holidays)	First 40 Hours	\$175/hour	First 40 Hours
	Over 40 Hours	\$265/hour	Over 40 Hours	\$400/hour
Sunday, and locally recognized holidays	All Hours	\$350/hour	All Hours	\$540/hour

B. Rates for service outside Continental North America U.S. Dollars (USD):

Days	Field Service Technician		Engineering Personnel	
	Monday thru Saturday (except holidays)	First 40 Hours	\$210/hour	First 40 Hours
	Over 40 Hours	\$320/hour	Over 40 Hours	\$425/hour
Sunday, and locally recognized holidays.	All Hours	\$425/hour	All Hours	\$560/hour

C. Service and Travel Standards (USD)

- The minimum time off for a person during any 24-hour period must be ten (10) consecutive hours.
- Travel time, whether during first 40 hours or over 40 hours, will be invoiced at the Monday through Saturday Field Service Technician rates in Tables "A" & "B". Travel in Continental North America is invoiced actual travel time. Travel outside Continental North America is invoiced actual travel time. Actual travel time on holidays or to the jobsite on Sundays will be at the Field Service Technician Sunday and Holiday rate in Tables "A" & "B"
- Standby time at job site, locally on call, training, or meetings will be invoiced as time worked and be based on Tables "A" & "B". Weekend waiting rate will be 8 hours per day invoiced at the Field Service Technician first 40-hour rate in Tables "A" & "B".
- Rates apply from time and date of departure home base to time and date of return home base.
- Minimum daily charge is eight (8) hours at "First 40 Hours" rate listed above in sections A and B.
- When a project is expected to exceed 5 continuous weeks, then after 3 weeks the Buyer will allow an extended weekend leave or rotation of personnel. Travel fees shall be by Buyer.
- Air travel on flight segments exceeding 12 hours will be business class and shall be paid by Buyer. Air travel on flight segments exceeding 4 hours will be premium economy and shall be paid by Buyer.
- Payments shall be in U.S. funds unless otherwise agreed in writing
- Rates quoted are subject to adjustment without notice to conform to Seller's published rates in effect at the time service is performed.
- Howden may offer a priority service when the relevant Howden personnel are available, for emergency or breakdown callouts. An additional 30% of the applicable labor rate will be charged where Howden personnel are requested and able to be mobilized within 24 hours of the request being received.

D. Expenses (USD)

- Meals will be \$75/day per diem to be charged from the day of travel start to the day of travel end.
- Lodging, incidental expenses, transportation to and from the city nearest the jobsite, plus local transportation will be invoiced at cost plus 20% administrative fee. Receipt(s) to be provided when any expense exceeds \$60.00.
- Transportation to and from the city nearest the jobsite, plus local transportation will be charged at cost plus 20% administrative fee. The mileage allowance for personal car use will be current U.S. government rate per mile.
- Tool usage, when required, will be charged at a rate of \$350 per trip.
- Expenses for Airline travel shall be charged at cost Plus a 20% administrative fee (Administrative fee shall not exceed \$500).

E. Terms and Conditions

The sale of services by Howden Roots LLC ("Seller") is subject to Seller's Terms for Sale of Goods and if such terms differ in any way from Buyer's order, or if such terms are construed as an acceptance or confirmation acting as an acceptance, then Seller's acceptance is expressly made conditional on Buyer's assent to any terms or conditions contained in Seller's terms that are different from or additional to those contained in Buyer's writing. Further, this quote shall be deemed notice of objection to such terms and conditions of Buyer. If this quote is construed as the offer, acceptance of same is expressly limited to the terms and conditions contained herein. In any event, Buyer's order of the services shall constitute and manifest Buyer's assent to Seller's Terms for Sale of Goods.

1. DEFINITIONS

Buyer: means the purchaser, whose name is set out in Howden's quote or as shown in Howden's acceptance of the Buyer's order.

Contract: means the agreement arising as a result of the Buyer's acceptance of Howden's quote, or Howden's acceptance of the Buyer's order, incorporating these terms and conditions.

Contract Price: means the total sum payable as specified in the Contract.

Direct Costs: means such direct costs borne and incurred by Howden associated with the Contract up to and including the date of suspension and/or termination, including but not limited to manufacturing costs, salaries, third party supplier costs and reasonable overhead and profit margin.

Goods: means the equipment, parts or materials as specified in the Contract.

Howden: means the Howden business unit, which bids for, or accepts an order from the Buyer.

Services: means, as set forth in the Contract: (i) Construction Services: the supply of equipment, subcontracted craft labor supplied by and under the direct supervision of Howden, including on-site technical support in a variety of applicable trades and disciplines, to accomplish equipment installation and maintenance service; and/or (ii) Technical Services: supervisory and/or on-site technical support services supplied by Howden.

2. GENERAL

- 2.1** The Contract shall be subject to these terms and conditions as stated in or referred to in Howden's quote/proposal. Acceptance is made expressly subject to and conditioned upon acceptance of these North American Standard Terms and Conditions for Goods and Services. Any conflicting or additional terms submitted by Buyer in any request for quote, inquiry, purchase order or other contract document are expressly objected to without the need of any further notice of objection and they shall not, under any circumstances, be binding upon Howden unless expressly accepted in writing by Howden. In the event of any conflict with Buyer's order terms, these terms shall in all cases prevail. Acceptance shall not be delayed due to additions, minor omissions or defects that do not materially affect the use of the Goods.

3. PERFORMANCE

- 3.1** Any figures quoted by Howden for performance are based on Howden's experience and are such as Howden expects to attain on test. Howden will accept no liability for failure to attain any such figures unless Howden has specifically guaranteed them, subject to any tolerances specified or agreed to by Howden. If Howden specifically agrees in writing to guarantee performance, Howden is only responsible for proven performance deficiencies after Howden has been given notice and a reasonable opportunity to correct the deficiencies, and only if, and to the extent, Howden has agreed in writing to a liquidated damage clause which shall not in any event result in Howden incurring liability in excess of the Contract Price.

4. INSPECTIONS AND TESTS

- 4.1** Howden products are carefully inspected and where practicable, subject to Howden's standard tests before dispatch. If tests other than those specified in Howden's quote or tests in the presence of the Buyer or the Buyer's representative are required, these will be at additional cost to the Buyer. In the event the Buyer delays in carrying out any inspection or attending such tests after being given at least forty-eight (48) hours' notice that Howden is ready to test, the inspection or tests will proceed in the Buyer's absence and shall be deemed to have been made in the Buyer's presence and the results accepted by the Buyer.

5. DELIVERY

- 5.1** Unless otherwise agreed, delivery shall be Ex-Works in accordance with Incoterms 2020, and partial deliveries shall be acceptable to the Buyer.
- 5.2** In the event that Howden is unable to achieve the agreed Incoterms for reasons attributable to the Buyer within fourteen (14) days from notification of Goods readiness, Howden shall be entitled to invoice the Buyer and receive payment. Furthermore, after this fourteen (14) day period, storage costs will be chargeable to the Buyer in accordance with Section 6.1.

6. STORAGE

- 6.1** If the Buyer, for reasons not attributable to or beyond the control of Howden, is unable to: (i) take delivery of the Goods; (ii) arrange storage; or (iii) where applicable, give Howden its forwarding instructions to enable the dispatch of the Goods within fourteen (14) days from notification of Goods readiness, Howden may provide for storage of the Goods or arrange warehousing on the Buyer's behalf, in each instance at the Buyer's risk and cost. All such charges shall be due and payable by the Buyer on receipt of a simple receipt from Howden or the warehouse keeper as evidence of such storage or warehousing.

7. TITLE AND RISK

- 7.1** Legal and beneficial ownership (title) of the Goods shall remain vested in Howden until full payment of the Contract Price has been made by the Buyer.
- 7.2** The Goods will be at the Buyer's risk from the date of delivery, or if delivery is delayed by the Buyer for any reason, risk will transfer to the Buyer from the date that delivery should have taken place.

8. SUBCONTRACTING

- 8.1** At its option, Howden may arrange for the manufacture of proprietary and subcontracted Goods and/or assembly, testing or any site related Services to be carried out by Howden (Howden manufacturing facilities operate Quality Management Systems compliant with EN ISO 9001), and/or Howden's choice of approved subcontractor. Any assignment by Buyer of the Contract without the express written permission of Howden shall be null and void.

9. TERMS OF PAYMENT

- 9.1** Unless otherwise agreed, payment shall be made within thirty (30) days from the date of Howden's invoice by electronic funds transfer (EFT) or automated clearing house (ACH) transaction.
- 9.2** Should any payment fall into arrears, Howden is entitled to postpone or cancel performance of the Contract wholly or in part and to be paid immediately for performance of the Contract to date (without obligation for liquidated damages, if applicable, incurred due to such termination).
- 9.3** Howden reserves the right to charge late fees at the lesser of the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, and require Buyer to pay all of Howden's collection costs.
- 9.4** No claim by the Buyer under warranty or otherwise shall entitle the Buyer to any deduction, retention or withholding of any part of the Contract Price. The terms of payment must be adhered to and any such claims handled separately.
- 9.5** For milestone payments required under this Contract, Howden may invoice on the original milestone completion date if the milestone is not met due to Buyer's fault, untimely response or unreasonable delay. In the event that Buyer seeks to modify the Contract, Buyer agrees to make payments in accordance with the original contract terms until such time as modification is mutually agreed upon. Howden only waives claims for payment to the extent that such payments have been received by Howden. If, in Howden's reasonable opinion, Buyer's financial condition may jeopardize full or timely payment, Howden may: (i) require full or partial payment as a condition to commencing or continuing its performance (including in advance of any shipment); or (ii) recover Goods from the carrier, if shipment has been made.
- 9.6** Buyer shall be responsible for all sales, use, value added and similar taxes ("Sales Taxes") required on the Goods and Services, which shall be in addition to the consideration payable for such Goods and Services. If Howden invoices Buyer for such Sales Taxes, then Buyer shall pay such amounts to Howden concurrent with the payment of the consideration upon which such Sales Taxes are calculated. If Howden does not invoice Buyer for such Sales Taxes, Buyer shall report and remit such Sales Taxes directly to the appropriate taxing authority within the time period required by law and shall provide evidence of such remittance to Howden upon request. Buyer shall be responsible for all import, export, customs duties, fees and similar charges ("Duties") in respect of the Goods and Services, and if Howden is required to pay any amount of Duties in respect of the Goods and Services, then Buyer shall reimburse Howden for such amount upon request.
- 9.7** Howden reserves the right to adjust the Contract Price if Howden incurs extra costs due to changes or delays caused by Buyer. If, during the performance of this Contract, the price of raw materials significantly increases through no fault of Howden, the price of the Goods shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any raw material increase in price exceeding 5% experienced by Howden from the date of the Contract. Where the delivery of Goods is delayed through no fault of Howden, as a result of the shortage or unavailability of raw materials, Howden shall not be liable for any additional costs or damages associated with such delay(s). If a supplier increases the price of its equipment incorporated into the Goods during production, Buyer acknowledges that Howden may increase the price of the Goods accordingly. Such price increases shall be documented through quotes, invoices, or receipts.

10. CONTRACT CHANGES

- 10.1** In the event of a change to the Contract ("CO") resulting in an extension to the delivery date(s) which will impact Howden's invoice schedule, Howden reserve the right to invoice the Buyer for the original Contract Price in accordance with the most recent project plan, prior to the CO. Previous invoice milestones will be adjusted pro-rata and invoiced upon Howden's acceptance of the CO. Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any CO.
- 10.2** If Howden deems it necessary to vary any aspect of the Goods and/or the Contract due to an unforeseen change in any applicable law, local regulation or standard becoming effective or taking place after conclusion of the Contract, Howden shall inform the Buyer in writing defining explicitly the changes deemed necessary. In this case, Howden shall be entitled to an equitable adjustment for any increased cost and an adequate extension of time required by Howden to complete the Contract in accordance with any applicable law, local regulation or standard.

11. LIABILITY FOR DELAY

- 11.1.** Any lead times quoted by Howden shall run from Howden's acceptance of the Buyer's order and/or on Howden's receipt of all necessary information to enable Howden to commence work under the Contract, whichever is later, and shall be subject to continued and timely performance from the Buyer.
- 11.2** Should Howden agree in the Contract to pay Buyer any liquidated damages, such liquidated damages shall be the Buyer's sole and exclusive remedy in the event of Howden's delay.
- 11.3** If Howden is delayed in its performance of the Contract solely attributable to the fault of the Buyer, the Buyer's agent and/or other contractors, Howden is entitled to receive payment at the time Howden was originally scheduled to be paid notwithstanding the delay. Shipments held beyond the scheduled date at the request or fault of Buyer may be billed immediately to Buyer including reasonable expenses incident to such delay, and Buyer shall assume the risk of loss thereof.

12. SERVICES

- 12.1 Technical Services.** The following provisions shall apply where the Contract includes Technical Services:
- (i) Buyer shall be responsible for furnishing all fully qualified labor, equipment, materials, tools and supplies for implementation of such Technical Services required at site as specified in the Contract.
 - (ii) Howden's sole responsibility in providing Technical Services shall be to provide suitably qualified supervisor(s) who shall give the Buyer the benefit of their technical expertise with the Goods or similar installations and who shall advise the Buyer's personnel as to the installation in an efficient manner. It shall be the Buyer's sole responsibility to carry out installation and to achieve the desired work schedules, timescales and quality of workmanship for installation using appropriately qualified workmen in sufficient numbers to achieve the task.

- (iii) Howden shall not be responsible for any overruns in the installation and the Buyer shall not be entitled to instruct Howden's supervisor(s) to undertake any work in addition to supervision, whether or not necessary to achieve such installation.
 - (iv) If, due to any overruns in the timescales for installation, Howden is required to keep its supervisor(s) on site for longer than anticipated, Howden shall be entitled to charge for the further site attendance at Howden's standard daily rate.
 - (v) If the Technical Services work is suspended by the Buyer or for any reason beyond Howden's control for more than two (2) working days, Howden shall be entitled to withdraw its supervisor(s) from site. If the Buyer requires Howden's attendance on site thereafter, the Buyer will pay the supervisor(s) return travel fares (business class) and any other reasonable costs Howden incurs due to the withdrawal from, and the return to, the site.
- 12.2 Construction Services.** The following provisions shall apply where the Contract includes Construction Services:
- (i) Howden shall provide specialized and trained subcontractor craft labor to perform the Construction Services work under the direct supervision and management of Howden.
 - (ii) Fixed price or time and material contracts are quoted separately based on a specific individual statements of work.

13. ALL SERVICES

- 13.1** Unless specified in the Contract, Howden is only the supplier of the Goods and shall have no responsibility for the assembly and installation of Goods.
- 13.2** For all Services provided by Howden, Buyer agrees to the following: (i) where the site is offshore or otherwise inaccessible or is located overseas, provide all necessary transportation facilities to and from site; and (ii) obtain all necessary statutory and other consents, approvals, licences and permissions for Services, for the work to proceed, and for Howden personnel to travel to and from the site.
- 13.3** The Buyer shall indemnify Howden against any loss, damage or injury including death suffered by the person or property of Howden, its subcontractor, the Buyer, or respective personnel or any third party and against any claims, liability, costs or expenses associated therewith or arising out of the Buyer's performance of Services or the Buyer's failure to perform or otherwise, except as expressly provided under Section 17.1, including, but not limited to, that which was caused by faulty lifting tackle, scaffolding, equipment and/or other facilities provided by the Buyer.
- 13.4** Howden's on site personnel, subcontractors and/or representatives shall be given unobstructed access to the site and the work. If there are delays caused by anyone other than Howden, the time and expense of the same shall be charged to the Buyer.
- 13.5** Howden is an independent contractor and is not responsible for any oversight for completion of the Services, or for the property or employees of the Buyer or others, including, without limitation, matters such as health and safety, or security.
- 13.6** Howden shall comply with applicable Canadian, U.S. and/or provincial/territorial/state/local statutes, acts, ordinances, regulations, codes, and laws that apply to Howden's performance of the Services. Howden shall comply with job/site requirements as mutually agreed upon by the parties. Buyer shall advise Howden's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on-site, including proper Material Safety Data Sheets (MSDS). Howden's personnel shall not be required to take any action, or to enter or remain in any area where he/she reasonably determines that it would be unsafe. In such instance, Howden shall be excused from site attendance and the event will be considered a Force Majeure.
- 13.7** Any associated Goods shall be considered accepted at the earlier of: (i) when Services is complete and the Goods have completed such tests as are specified in the Contract or otherwise are to Howden's reasonable satisfaction; and (ii) forty five (45) days after the Goods have been delivered by Howden, although not installed or successfully commissioned or tested due to reasons attributable to the Buyer or to industrial action or anything beyond Howden's reasonable control.

14. SUSPENSION

- 14.1** The Buyer shall have the right to suspend the Contract. If the suspension period should exceed thirty (30) days, Howden has the right to consider the Contract terminated for convenience and be compensated in accordance with Section 15.1. Upon resumption of performance, Howden shall have the right to equitable relief as necessary in accordance with Section 10.

15. TERMINATION

- 15.1** Buyer may terminate this Contract, in whole or in part, upon at least seven (7) calendar days advanced written notice to Howden. In the event of termination for Buyer's convenience, Howden shall be reimbursed for the reasonable Direct Costs incurred by Howden in performing the Contract until termination and for its costs in effecting such termination notwithstanding any other provision of the Contract. Any Goods or Services sold by Howden that are incomplete shall be deemed to be sold "AS IS," and "WITHOUT WARRANTY OR GUARANTEE OF ANY KIND."
- 15.2** If Howden fails to cure a material breach within a reasonable time after receipt of notice of breach from Buyer, and on Howden's acceptance of such breach, Buyer shall have the right, at its option, to terminate the Contract upon payment to Howden for work performed until the time of termination.
- 15.3** Howden may cancel this Contract, in whole or in part, at any time if: (i) Buyer suspends work or delays delivery in accordance with Section 14.1 beyond 45 days without it being mutually agreed upon in advance; (ii) Buyer breaches any material term of this Contract; and/or (3) Buyer files bankruptcy or otherwise fails to either make full and timely payments, meet its obligations, or provide further assurances.

16. WARRANTY

- 16.1** Howden warrants that: (i) any Goods provided hereunder will be of good material and workmanship; (ii) any Services provided by Howden shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (iii) the Goods and/or Services supplied by Howden

hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties as set forth in the Contract.

- 16.2** In the event that defects appear in the Goods under proper use, Buyer's sole and exclusive remedy thereof shall be that Howden will repair or replace such Goods at Howden's option and cost (but not including transportation, removal, reinstallation, and decontamination) within the warranty period set forth in the Contract. Unless otherwise expressly agreed, the warranty for Goods shall be whichever period expires earlier: (i) twelve (12) months from first operation of any such Goods; or (ii) eighteen (18) months from Howden's delivery date (at the applicable Incoterms point of delivery quoted by Howden).
- 16.3** Howden's warranty on Services performed by Howden will be in effect: (i) until ninety (90) days after the date of performance of any Technical Services; and (ii) one year after the date of performance of any Construction Services. The Buyer's sole and exclusive remedy for breach thereof shall be the re-performance of such Services by Howden.
- 16.4** Howden's warranty shall exclude liability for defects arising from: (i) installation, commissioning and/or operation, not in accordance with Howden's O&M manual or good industry practice; (ii) use of unapproved spares, unauthorized modification or alteration of the Goods; (iii) normal wear and tear; (iv) the failure of Buyer and/or the end-user to provide adequate storage; or (v) use of the equipment otherwise than in accordance with the agreed operational parameters (including composition, pressure and temperature of the feed gas). No part shall be deemed defective by reason of its failure to resist fouling and the action of erosive or corrosive gases.
- 16.5** Any warranty repair or replacement of Goods or re-performance of Services shall be warranted by Howden for the remainder of the original warranty period. No "evergreen" or "in-place" warranty is being provided.
- 16.6** Howden shall have the sole right to specify the manner and timeframe for such repair/replacement/ re-performance. Defective/non-conforming parts(s)/Goods must be returned to Howden free of all contaminants and, in the event of replacement, will become the property of Howden unless Howden instructs otherwise. If Howden opts to perform any warranty obligations in-place, Buyer shall, without cost to Howden, during a specified time period agreed upon by the parties, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit Howden to perform its warranty obligations.
- 16.7** **THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES THAT EXTEND BEYOND THESE TERMS AND CONDITIONS. ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OR REMEDIES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE) NOT EXPRESSLY SET FORTH HEREIN, ARE FULLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. HOWDEN'S WARRANTIES DO NOT COVER ANY GOODS OR SERVICES THAT HAVE BEEN ALTERED OR SUBJECTED TO ACCIDENT OR IMPROPER STORAGE, INSTALLATION, ASSEMBLY, COMMISSIONING, MAINTENANCE, USE OR APPLICATION. HOWDEN DOES NOT WARRANT THAT THE GOODS WILL RESIST THE ACTION OF EROSIIVE OR CORROSIVE GASES, LIQUIDS, OR SOLIDS, OR PRODUCE RESULTS IN COMPLIANCE WITH ANY LAWS, DECREES, OR OTHER STANDARDS.**
- 17. LIABILITY FOR ACCIDENTS AND DAMAGE**
- 17.1** Howden will indemnify Buyer from non-nuclear claims brought by third parties against Buyer for (i) bodily injury (including death); and (ii) property damage, each only to the extent directly caused by the negligence of Howden. Howden shall not be responsible for the acts/omissions of Buyer or others. Howden's indemnity obligations shall not apply to Buyer property or any nuclear activity/incident.
- 18. INSURANCE**
- 18.1** Howden shall maintain the following insurance coverage: (1) Commercial General Liability with limits of \$1,000,000 combined single limit occurrence for Bodily Injury, Physical Property Damage of third party property, and Contractual Liability coverage, subject to an annual aggregate of \$2,000,000; (2) Automobile Liability – Bodily Injury/Physical Property Damage in the amount of \$1,000,000 combined single limit each occurrence; and (3) Workers Compensation Insurance – statutory, as to Howden's employees. If requested, Howden will provide an ACORD form of certificate confirming such coverage. Howden's provision of a certificate of insurance in accordance with Buyer's site requirements does not constitute Howden's acceptance of Buyer's terms of purchase. Howden shall have no other or further obligations related to insurance or coverage.
- 19. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES**
- 19.1** Notwithstanding anything to the contrary contained herein or elsewhere in the Contract and save to the extent this limitation is prohibited by law:
- (i) Howden's total liability pursuant to this Contract whether by way of indemnity, for breach of Contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the Contract Price.
 - (ii) Howden shall not be liable to Buyer, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon Contract, tort, strict liability in tort, negligence or indemnity.
- This Section shall survive any termination, default, cancellation or any other discontinuance of this Contract.
- 19.2** Any duty to indemnify under these terms and conditions/the Contract is conditioned upon Buyer: (i) making no statement prejudicial to Howden; (ii) providing prompt and detailed notice to Howden of any such claim; (iii) tendering the defense/settlement to Howden with sole control over the same; and (iv) providing full cooperation, authority, and assistance to Howden.
- 19.3** Buyer's rights and remedies shall be deemed sole and exclusive and in place of those at law and equity. The exclusions and limitations set forth in these terms and conditions shall control at all times and survive any breach or termination of the Contract. If any provision of these terms and conditions of this Contract or part thereof shall be held by judicial determination

to be invalid or unenforceable they shall be severed from this Contract and the valid or enforceable parts of these terms and conditions shall continue in full force and effect.

20. NO HAZARDOUS SUBSTANCES

20.1 Howden warrants to the Buyer that no Hazardous Substance will be used or is contained in the manufacture and supply of the Goods. For the purpose of this Section 20.1, a "Hazardous Substance" means asbestos or any material containing asbestos that is capable of causing harm to the natural and man-made environment including all or any of the following media: air (including air within buildings and other natural or man-made structures above or below the ground), water, land, and any ecological systems and living organisms (including man) supported by those media, and in the case of people, this includes offense caused to any of their senses or harm to their property.

21. INTELLECTUAL PROPERTY

21.1 Howden will indemnify the Buyer against any claim for infringement of copyright, patent, registered design or trade mark (published at the date of the Contract) by the use or sale of any Goods supplied by Howden to the Buyer and against all costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action. This indemnity shall not apply to any infringement which is due to: (i) Howden having followed a design, process or instruction furnished or given by the Buyer; (ii) the use of such article or material in a manner, or for a purpose, or in a country, not specified or disclosed to Howden; or (iii) the use of such article or material in association or combination with any other article or material not supplied by Howden. This indemnity is conditional on the Buyer giving Howden the earliest possible notice in writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting Howden, at its own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Buyer warrants that any design or instruction furnished or given by the Buyer shall not cause Howden to infringe any copyright, letters patent, registered design or trademark in the execution of the Contract. If as a result of any such claim of infringement, the continued use of the Goods for the purpose intended is enjoined by any court of competent jurisdiction, Howden shall, at its option and expense: (i) procure for Buyer the right to continue using such Goods; (ii) replace or modify the Goods so that the Goods become non-infringing; or (iii) refund the purchase price of the infringing Goods. The foregoing is the sole remedy of Howden with respect to infringement.

21.2 All patents, copyright and other intellectual property rights in or relating to the Goods or their design or the specifications, drawings, manuals or information prepared or supplied by Howden, or which arise under or in the course of Howden's performance of the Contract, are, shall be and shall remain Howden's absolute property and shall not be used or reproduced without Howden's consent in writing. Howden shall grant the Buyer a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the Goods. Notwithstanding any other provisions or requirements of this Contract, except as set forth in this Section 21.1, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned; there are no works-made-for-hire or unrestricted use (any government rights shall be "limited rights"). Buyer shall not reverse engineer or otherwise attempt to re-create the Goods/Services.

22. CONFIDENTIALITY

22.1 Any specifications, drawings, manuals, information or particulars supplied with Howden's quote or under the Contract are supplied by Howden in confidence. They shall not be used by the Buyer except for the purposes of the Contract and for the proper use of the Goods and shall not be disclosed by the Buyer to any third party (except the Buyer's employees having a need to know for the aforesaid purposes) for any other purpose whatsoever without Howden's prior written agreement. The foregoing shall not apply to information which is or becomes public knowledge without fault or failure by the Buyer or its employees.

23. EXPORT CONTROL

23.1 The Buyer agrees that it will not participate directly or indirectly in the sale, resale, export, transfer or disposal of Howden products or technology ("Products") to any entity or to any country in breach of applicable export control and sanctions laws including but not limited to those of the US, Canada or other countries (together "Export Control and Sanctions Rules") and the Buyer will not sell, resell, export, transfer, dispose or otherwise deal with the Products to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such formalities as may be required by Export Control and Sanctions Rules. The Buyer shall not put the Products in their entirety or in part to any use in connection with any prohibited or illicit end use including, but not limited to, use in nuclear, chemical or biological weapons or rocket or missile applications. Upon Howden's request, the Buyer shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules or regulations and/or in connection with any applications made by Howden to the authorities in connection with the export or supply of the Products. Failure by the Buyer to comply with the terms of this clause shall constitute a material breach of the Contract. Howden reserve the right to refuse to enter into or to perform any order, to cancel any order, or to void any warranty concerning the Products, if Howden determines, at its sole discretion, that the entry into such order or the performance of the transaction to which such order relates would be unlawful or be at risk of prohibition by any Export Control and Sanctions Rules. Howden shall be excused from performance, and not be liable for damages or costs of any kind including, but not limited to, liquidated damages and/or penalties for late delivery, for failure to deliver or delay in delivering the Products, or for delay or refusal to repair or replace under any warranty, resulting from Howden's exercise of its rights in accordance with this Section 23.1.

23.2 Buyer warrants that it or any ultimate end user does not intend to use the Goods or Services in any atomic/nuclear installation or activity. If such use is intended, Buyer shall notify Howden prior to entering into any contract with Howden and shall agree to standard nuclear indemnity obligations related thereto. Any breach of this warranty

shall release Howden from performance and any and all liabilities of any nature under the Contract and obligate Buyer to execute an amendment to this Contract incorporating such nuclear indemnity obligations prior to any performance by Howden.

24. FORCE MAJEURE

24.1 Neither party shall be considered in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, economic or trade sanctions, including any amendments to such embargoes and economic and trade sanctions, accidental breakdown of plant or machinery, fire, flood, storm, disease outbreak or epidemic and/or any resulting quarantine restrictions ("Force Majeure"). Either party shall be entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party. Furthermore, should both parties agree that they want to continue the Contract when reasonably practicable to do so, notwithstanding the aforementioned 180 day period being reached, the parties will agree in good faith to renegotiate any necessary Contract amendment(s) to allow the Contract to continue.

25. LAW AND JURISDICTION

25.1 The Contract shall in all respects operate and be governed by New York law if the Howden business's principal office is located in the US and Ontario if the Howden business's office is located in Canada.

25.2 The official language of this Agreement is English. It is the express wish of the parties that this Agreement and any related documents be drafted and executed in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

25.3 **If the Howden business's principal office is located in the United States:** All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the rules and procedures of the American Arbitration Association and any award or adjudication rendered thereby shall be final, non-reviewable, non-appealable and binding upon the parties. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of New York in the State of New York.

If the Howden business's principal office is located in Canada: All disputes arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration conducted in accordance with the Ontario Arbitration Act, S.O. 1991, c. 17 and the rules and procedures of the Canadian Arbitration Association then in effect. The award or adjudication rendered by the Arbitrator shall be final and binding upon the parties, with no right of appeal. The language to be used in the arbitral proceedings shall be the English language. The arbitration shall take place in the City of Toronto in the Province of Ontario.

25.4 The Uniform Law on the International Sale of Goods shall not apply to any Contract arising from any order placed under these terms and conditions.

26. ENTIRE AGREEMENT

26.1 This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Contract

27. DATA PROTECTION

27.1 The personal data disclosed by a party under the course of the Contract does not belong to the recipient of such data. The data must be protected and shall not be disclosed to any third party, or altered, violated or used except for the purposes of the Contract. Either party may require the destruction of this data upon the end of the relationship between the parties. The parties undertake to comply with all applicable laws on the protection of personal data.

EXHIBIT 2



January 10, 2019

Howden Roots, LLC
4654 W. Junction Street
Springfield, MO 65802, USA

Tel: +1 417 864 5599
Fax: +1 417 866 0235
Web: www.howden.com

Subject: Factory Authorized Service

Dear Howden / Turblex Equipment Owners,

The Howden Roots site located in Springfield, Missouri is a production and service facility that has been providing customized turbomachinery solutions for over 30 years.

This location manufactures parts, performs repairs, and provides field services for Single Stage Blowers, Steam Turbines, and Compressors. Services are available for new and legacy OEM equipment brands including:

- Steam turbines – Howden, Siemens
- Blowers and compressors – Turblex, HV-Turbo, Cord-Turbo, Siemens Energy, Inc., Roots, Kuhnle, Kopp & Kausch
- Fans – Schiele

Howden is the only factory-authorized service center and distributor of OEM components in North America for these machines. Our commitment to exemplary operating installations is demonstrated by the Company's investment in the Customer Service/Parts Department. This highly trained group of professionals includes in-house technical and parts departments, as well as mechanical and instrumentation field services personnel. The Howden field service group is supported by a staff of mechanical, electrical and instrumentation engineers from our engineering centers.

For technical support and/or spare parts for your Howden equipment, contact us at +1 417 864-5599.

Purchase orders should be addressed to:

Howden Roots, LLC
4654 West Junction Street (formerly West Farm Road 130)
Springfield, MO 65802
USA

**Remit to:**

Howden Roots, LLC
901 Main Street, 7th Floor
Dallas, TX 75202

Remit via Bank Wire/ACH to:

Howden Roots, LLC
Account number: 4451243234
SWIFT Code: BOFAUS3N
Routing number domestic: 023009593
Routing number ACH/EFT: 111000012

Should you have any problems or additional needs, please do not hesitate to contact us.

With kindest regards,

A handwritten signature in black ink, appearing to read "Alex Lequio". The signature is fluid and cursive, with a long horizontal stroke at the end.

Alex Lequio
Acquisition Manager

Direct: (417) 848-8562
Email: alex.lequio@howden.com



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
Board of Commissioners Staff Report**

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager *DRP*
SUBMITTED BY: Darron Poulsen, General Manager
DATE: October 27, 2022
SUBJECT: RECOMMENDATION TO AUTHORIZE THE GENERAL MANAGER TO SIGN THE CALRECYCLE CO-DIGESTION (COD1) GRANT PROGRAM AGREEMENT

<input checked="" type="checkbox"/>	For Action	<input type="checkbox"/>	Fiscal Impact:	\$3,970,000 Grant
<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Account Code:	not applicable
		<input type="checkbox"/>	Funds Budgeted/Approved:	none

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners authorize the General Manager to sign the CalRecycle Co-Digestion (COD1) Grant Program Agreement pending legal review and approval.

PREVIOUS ACTION(S)

May 19, 2022 the Board of Commissioners adopt resolution 2022-05 authorizing the submittal of a CalRecycle grant application as an eligible recipient and approve the General Manager to sign a letter of commitment – individual grant and applicant payment and a letter of designation – grant and payments program.

BACKGROUND INFORMATION

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide funding to build new and expanded food waste co-digestion projects at existing wastewater treatment plants to achieve greenhouse gas emissions reductions by significantly increasing the tonnage of California-generated organic waste diverted from landfills to co-digestion systems. This no matching funds grant provides an opportunity to see a minimum award of \$1,000,000 and a maximum award of \$4,000,000.

VVWRA's recently commissioned RNG Project is eligible to participate in this new grant opportunity for further expansions and improvement. The criteria for the grant was completed on February 9, 2022, and on May 19, 2022 a team from VVWRA, Anaergia and a grant writing

Momentum completed the grant application by the required deadline. Criteria for all eligible projects must meet the following requirements:

1. Project must be located at an existing publicly owned wastewater treatment plant in California.
2. Project site must have an existing anaerobic digestion system with excess digestion capacity.
3. Project must either have an existing food waste receiving station with excess capacity on-site or propose to construct a new or expanded food waste receiving station infrastructure that allows for direct receipt of food waste into the anaerobic digester(s).
 0. A project that proposes to receive food waste at the headworks or through the sewage system for co-digestion is ineligible.
4. Project must demonstrate an increase in permanent capacity for the co-digestion of food waste as a result of the grant.
5. Project must co-digest food waste and utilize the biogas that is generated to produce transportation fuel, renewable electricity, heat, or biomethane for pipeline injection.

The submittal for the grant project included the expansion of the existing RNG project to provide for an additional food waste receiving station, additional food waste storage, an improved filtering stations to remove trash from the materials and additional food waste capacity. A budget and general overview of the project is attached (Exhibit 1). These improvements would have minimal impact on operations but would increase efficiency and revenues attributed to receiving more food waste and generating greater levels of RNG.

On September 15, 2022, VVWRA staff received notification that were one of five selected projects for award by CalRecycle for the first cycle of the Co-Digestion Grant Program (COD1). The awards were presented at the September 20, 2022, CalRecycle Public Meeting and the request for approval was posted on the Public Notice Webpage. The CalRecycle Co-Digestion (COD1) Grant Proposal Agreement was received on October 4, 2022, and all documents and requirements must be submitted within 60 days, December 3, 2022.

It is for these reasons that staff recommends that the Board of Commissioners authorize the General Manager to sign the CalRecycle Co-Digestion (COD1) Grant Program Agreement pending legal review and approval.

Attachments:

Exhibit 1- Budget Outline and Proposed Project Layout

Exhibit 2- CalRecycle Co-Digestion (COD1) Grant Proposal Agreement

EXHIBIT 1

Budget
Co-Digestion Grant Program
Cycle 1 - Fiscal Years 2021-22 and 2022-23

Applicant Name: Victor Valley Wastewater Reclamation Authority - CalRecycle COD1 Grant Budget			Date: 10/5/2022		
Indirect (Permitting and Consultant Fees, Administrative, Accounting Services, Executives/Supervision/Management, Personnel for Education and Outreach. Total Indirect costs may not exceed 5% of Total Grant Funds request.)					
Expenditure Detail (Include specific details about costs, including number of items)	Entity Receiving Expenditure (Grantee, Official Grant Partner, etc.)	Estimated Grant Funds	Name of Local/State/ Federal Funds/Other Funds	Local/State/ Federal Funds/Other Funds	Total Funds
Grant Administration	Momentum (Official Grant Partner)	\$ 150,000.00		\$ -	\$ 150,000.00
	Indirect Subtotal:	\$ 150,000.00		\$ -	\$ 150,000.00
Construction/Application (Clearly describe any construction activity that involves infrastructure and utility upgrades.)					
Engineering	Anaergia Technologies (Official Grant Partner)	\$ 150,000.00		\$ -	\$ 150,000.00
Construction - Labor & Subcontracts	Anaergia Technologies (Official Grant Partner)	\$ 680,000.00		\$ -	\$ 680,000.00
Construction - Materials	Anaergia Technologies (Official Grant Partner)	\$ 280,000.00		\$ -	\$ 280,000.00
	Construction Subtotal:	\$ 1,110,000.00		\$ -	\$ 1,110,000.00
Education and Outreach (Materials such as flyers, brochures, and signs. Content must be approved by CalRecycle)					
Community Education and Outreach	Momentum (Official Grant Partner)			\$ -	\$ -
•110k for events, tours (EJ groups,		\$ 110,000.00		\$ -	\$ 110,000.00
•10K a webpage that explains the benefits of the program		\$ 10,000.00		\$ -	\$ 10,000.00
	Education and Outreach Subtotal:	\$ 120,000.00		\$ -	\$ 120,000.00
Equipment (Include supporting documents such as invoices, quotes, and pricing lists)					
Anaergia Organics Polishing System	Anaergia Technologies (Official Grant Partner)	\$ 1,750,000.00		\$ -	\$ 1,750,000.00
Receiving Station & Storage Upgrades (inc. 2-50,000 gal liquids storage and ancillary foundation, plping, pumping, mixing)	Anaergia Technologies (Official Grant Partner)	\$ 840,000.00		\$ -	\$ 840,000.00
	Equipment Subtotal:	\$ 2,590,000.00		\$ -	\$ 2,590,000.00
Total Grant Funds		\$ 3,970,000.00			
Total Other Funds				\$ -	
Total Project Funds					\$ 3,970,000.00

VVWRA Proposed Project for the CalRecycle Co-Digestion COD1 Grant Program

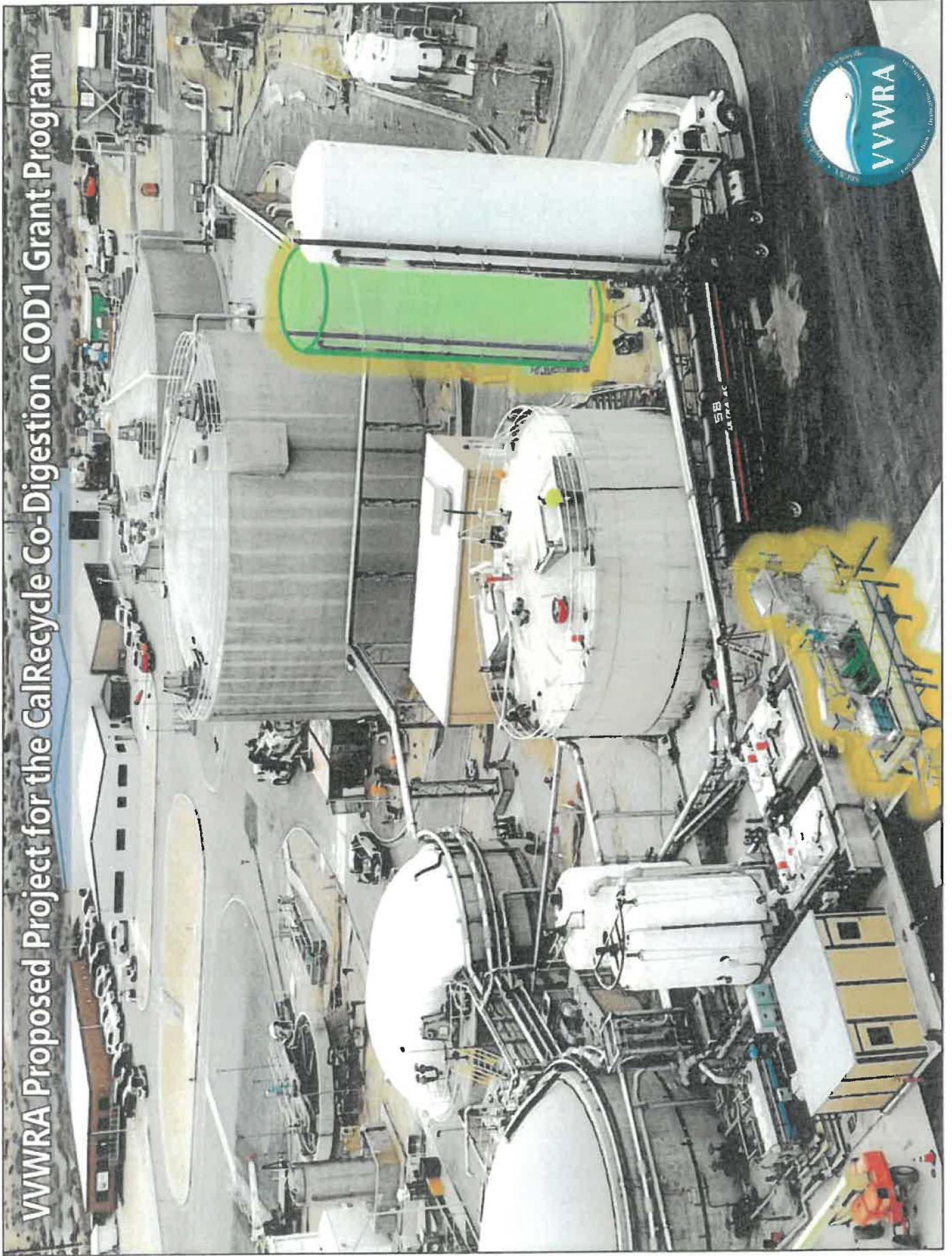


EXHIBIT 2

State of California - California Environmental
Protection Agency
CalRecycle 110 (Rev 10/19)

Department of Resources Recycling and
Recovery (CalRecycle)

Grant Agreement Cover Sheet

Grant Number
COD1-21-0025
Name of Grant Program
2021-22 Co-Digestion Grant Program
Grantee Name
Victor Valley Wastewater Reclamation Authority
Taxpayer's Federal Employer Identification Number
95-3200665
Total Grant not to Exceed
\$3,970,000.00
Start of Grant Term
Notice to Proceed Email Date
End of Grant Term
April 01, 2025

The Department of Resources Recycling and Recovery (CalRecycle) and Victor Valley Wastewater Reclamation Authority (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle. In witness whereof, the parties hereto have executed this Agreement as of the dates entered below.

Department/Grantor Name	Grantee Name
CalRecycle	Victor Valley Wastewater Reclamation Authority
Signature of CalRecycle's Authorized Signatory	Signature of Grantee's Authorized Signatory (as authorized in Resolution, Letter of Commitment, or Letter of Designation)
X	
Printed Name of CalRecycle's Authorized Signatory	Printed Name of Grantee's Authorized Signatory
Brandy Hunt	
Title	Title
Deputy Director, CalRecycle	
Date	Date

Grantee Payment Address
VVWRA 20111 Shay Road Victorville, CA 92394

Revised Grantee Payment Address (if needed)

Certification of Funding

Amount Encumbered by this Agreement	Prior Amount Encumbered for this Agreement	Total Amount Encumbered to Date
\$3,970,000.00		\$3,970,000.00
Grant Year/Program	Chapter	Statute Year
2022-23 Co-Digestion Grant Program	43	2022
Org Code	Reference	Fund
3970	101	0001
Enactment Year	Fiscal Year	Fund Title
2022	2022-23	General

Fi\$Cal Expenditure Information

Reporting Structure	Program (PGM-SUB-TSK)	Account/Alt Account
39707850	3700000704	5432000

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

Signature of CalRecycle Budget Office	Date
Dalma Gomez <small>Digitally signed by Dalma Gomez DN: cn=Dalma Gomez, o=COD1-21-0025, email=Dalma.Gomez@vwa.gov</small>	Oct 3, 2022

Exhibit A

Terms and Conditions

Co-Digestion Grant Program Fiscal Year 2021-22

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Co-Digestion Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA)(42 U.S.C.§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the

negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's

Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.

- (2) The grantee's policy of maintaining a drug-free workplace.
- (3) Any available counseling, rehabilitation, and employee assistance programs.
- (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Expatriate Corporations

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

Limited Waiver of Sovereign Immunity and Consent to Jurisdiction

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies, including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this

Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

National Labor Relations Board Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the grantee within the immediately preceding two-year period because of the grantee's failure to comply with an order of a federal court which orders the grantee to comply with an order of the National Labor Relations Board. This section is not applicable if the grantee is a public entity.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such

consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans, and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks

specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.

- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personal Jurisdiction

The grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during

which time the property, including equipment and supplies, must remain in the State of California.

- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](https://www.calrecycle.ca.gov/laws/regulations/title14) (<https://www.calrecycle.ca.gov/laws/regulations/title14>), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle’s Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm’s Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm’s-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, “arm’s-length transactions” are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity’s business and the entity chooses the lowest of the resulting bids. “Self-dealing” is

involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



March 2022

Department of Resources Recycling and Recovery

Exhibit B

Procedures and Requirements

Co-Digestion (COD1) Grant Program

1st Cycle Fiscal Years 2021–22 and 2022–23

Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the Co-Digestion Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

Notice to Proceed (NTP): Grant Term Begins on the date that CalRecycle emails the Notice to Proceed.

December 15, 2022: Progress Report 1 Due. Covering Activities from the NTP date through November 30, 2022.

June 15, 2023: Progress Report 2 Due. Covering Activities from December 1, 2022 through May 31, 2023.

December 15, 2023: Progress Report 3 Due. Covering Activities from June 1, 2023 through November 30, 2023.

June 15, 2024: Progress Report 4 Due. Covering Activities from December 1, 2023 through May 31, 2024.

December 15, 2024: Progress Report 5 Due. Covering Activities from June 1, 2024 through November 30, 2024.

April 1, 2025: Final Report and Final Payment Request Due. The Grantee must report diversion data from the NTP date through February 28, 2025. The Final Report should cover grant activities from the NTP date through the Grant Term end date.

April 1, 2025: Grant Term Ends

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a CalRecycle WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the Grant

Grantees must [log in to GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>) using their CalRecycle WebPass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)

- **Payment Request tab:** Grantee requests reimbursement.
- **Reports tab:** Grantee uploads required reports.
- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.
- **Sites tab:** Shows approved project sites.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. Additional contacts may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

1. Projects funded under this grant program meet the definition of "[public works](https://www.dir.ca.gov/public-works/)" (<https://www.dir.ca.gov/public-works/>) (as per California Labor Code section 1720) and shall be executed as such. Accordingly, these projects must meet public works requirements pertaining to the payment of prevailing wages and apprenticeship utilization (as per California Labor Code sections 1720-1861).
 - Public agencies receiving grant funds under this program must follow the responsibilities of [awarding bodies outlined by the California Department of Industrial Relations \(DIR\)](https://www.dir.ca.gov/public-works/Awarding-Bodies.html) (<https://www.dir.ca.gov/public-works/Awarding-Bodies.html>) when contracting for project delivery/execution/implementation.
 - Grantees shall provide CalRecycle with the registration number indicating that the awarding body has registered its public works project(s) with DIR.

2. Projects funded under this grant program shall also meet the "[Skilled and Trained Workforce Standard](https://www.dir.ca.gov/Public-Works/ADA-Compliant-STW-FAQ.pdf)" (<https://www.dir.ca.gov/Public-Works/ADA-Compliant-STW-FAQ.pdf>) (as per California Public Contract Code section 2601), which shall be made clear in an enforceable agreement between public agencies receiving grant moneys and any contractor(s) and subcontractor(s) hired to carry out the project.
 - Public agencies receiving grant funds under this program must follow the responsibilities of awarding bodies as specified in California Public Contract Code sections 2602 and 2603 to ensure compliance with this requirement.
 - Grantees shall provide CalRecycle with a copy of the enforceable agreement between the public agency receiving program funding and the contractor(s) and subcontractor(s) hired to perform the work indicating that all parties understand and commit to this condition of program funding.
 - See [California Public Contract Code sections 2602](https://leginfo.legislature.ca.gov/) (<https://leginfo.legislature.ca.gov/>) for relevant details:

3. Grantees are responsible for ensuring projects funded under this program comply with any existing laws concerning local employment in the relevant jurisdiction(s) where public works projects will occur (e.g., local or targeted hiring ordinances, first-source hiring agreements, etc.).
 - Contact your local public works officials to learn more about relevant local employment mandates and opportunities to increase access to jobs created or supported by program funding for priority populations.

Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or

subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in [section 17050 of Title 14](#) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, have occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the [CalRecycle Unreliable Contractor List](#) (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms web page](#) (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

Grant Term

The Grant Term begins on the date of the Notice to Proceed (NTP) email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project, and ends on April 1, 2025. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the NTP date or after the end date are not eligible for reimbursement.

The Final Report and final Payment Request are due on April 1, 2025. CalRecycle recommends reserving the period from March 1, 2025, to March 31, 2025 exclusively for the preparation of the Final Report and final Payment Request, though they may be completed earlier.

Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts when the grantee receives a Notice to Proceed from CalRecycle and ends on April 1, 2025. (See “Grant Term” for additional information). All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after receiving a Notice to Proceed and before the end of the Grant Term. All services must be provided, and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs include, but are not limited to, the following items:

- Receiving station infrastructure to accept and prepare food waste for co-digestion, including construction, installation, and equipment costs.
- Upgrades to existing digesters to allow for co-digestion, or to utilize excess capacity.
- New or upgraded equipment used to manage increased biogas production, such as biogas upgrading, gas conditioning, and flare upgrades.
- New or upgraded equipment used to produce and utilize transportation fuel, renewable electricity, heat, or biomethane for pipeline injection.
- New or upgraded equipment used to process post-anaerobic digestion material, including biosolids dewatering equipment.
- Jobs/Salaries associated with the construction of the project or installation of the equipment.
- Combined costs for design and engineering, permitting, public education/outreach, and salaries (not related to construction or installation) up to 15 percent of the grant amount.
- Up to \$120,000 for an Environmental Justice Consultant to act as a liaison between the facility and the local community. The Environmental Justice consultant must be from the local community and should be bilingual in the language that would most benefit the community. This position could assist with ongoing community engagement, identifying local needs, and developing a targeted hiring strategy.
- Indirect costs up to five percent of the grant amount.

Indirect Costs

Indirect costs can be claimed by the grantee. The following guidelines must be used when claiming these costs.

- Total indirect costs shall not exceed five percent of the grant award.
 - These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the project.
 - Examples of indirect costs include but are not limited to: the costs of operating and maintaining facilities, accounting services, administrative salaries (management not directly working on the grant project), insurance, utilities, etc.
- All indirect costs charged to the grant must be associated with grant activities as shown in the approved Budget.
- Personnel costs associated with supervision performed by managers and supervisors are an indirect cost. However, if a manager or supervisor performs an activity that is directly related to the execution of the grant (not supervising staff working on the project), costs associated with this activity may be included as a direct charge. Such activity must be clearly supported by appropriate documentation and shall not be charged to the grant as an indirect cost.
- The grantee must maintain organized and accurate records that follow generally accepted accounting principles and leave an audit trail. The grantee must provide access to all documents related to the grant program and fiscal operation of the grant program as deemed necessary by CalRecycle.

Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to the Work Plan and the approved grant project are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the date that CalRecycle sends the Notice to Proceed email or after Grant Term end date.
- The purchase or retrofitting of vehicles or containers for collection of feedstock.
- Collection/delivery/purchase of organic feedstock (i.e., food materials).
- Food dehydrators and liquefiers unless the dehydrated or liquefied material is subsequently co-digested. These projects must result in increased tons of California-generated food materials diverted from landfills.
- Combined costs for design and engineering, permitting, public education/outreach, and salaries (not related to construction or installation) exceeding 15 percent of the grant amount, except for the Environmental Justice Consultant position which is capped at \$120,000.
- Indirect costs exceeding five percent of the grant amount.
- Costs currently covered by another CalRecycle loan, grant, or contract, or covered by a grant or contract offered by another state agency.
- Environmental review for project permitting, including the preparation of Environmental Impact Reports or related documents.
- Purchase, rent, or lease of land or buildings.
- Purchase of buildings that are not associated with the processing of materials.
- Travel costs
- Purchases of offsets or allowances.

- Costs to dispose rejected materials/contaminants or biosolids.
- Costs associated with the purchase of equipment and supplies that will not be under the direct control of a grantee.
- Maintenance Costs.
- Costs associated with food waste prevention/rescue partnerships.
- Costs deemed unreasonable or not related to the grant project by the Grant Manager.

Modifications

The grantee must submit any proposed revision(s) to the Work Plan and/or Budget in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be clearly marked on the Work Plan and/or Budget and must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the final revised Work Plan and/or Budget to GMS and notify the grantee. The grantee may submit proposed revisions in conjunction with a Progress Report, but they cannot be submitted as part of the Progress Report. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with [CalRecycle's Communication Strategy and Outreach Plan](https://www2.calrecycle.ca.gov/Publications/Details/1021) (<https://www2.calrecycle.ca.gov/Publications/Details/1021>). Contact your Grant Manager for the CalRecycle logo.

Publicity and Education

The following publicity-related materials and items require pre-approval from the Grant Manager prior to incurring the expense. Public service announcements require acknowledgements to CalRecycle that include publicity and education and outreach such as, but not limited to, the following:

- Brochures and pamphlets
- Flyers and posters
- All television, radio, video, and social media scripts
- Other published materials and outreach activities

Reporting Requirements

The Grant Agreement requires a Progress Report and a Final Report; however, the Grant Manager may require additional Progress Reports at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

Electronic and Original Signatures

CalRecycle allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

Note: E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email grantassistance@calrecycle.ca.gov.

Progress Report

The grantee must submit a **Progress Report** by the due date assigned in the **Milestones**. This report should cover grant activities that occurred during that reporting period.

The report should include the following:

1. **General Information**

The Grant Number, Grantee’s name, and reporting period. The following disclaimer must appear on the cover page of the report:

“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

2. Description

A description of work completed, arranged according to tasks and expenditure categories as shown in the Work Plan. Responses to the following questions should be included:

- Did you accomplish all of the tasks and activities which were scheduled to be completed in this reporting period according to the Work Plan? If not, what was not accomplished, why, and how will you complete the delayed tasks and activities to make up the lost time? Clearly describe any permitting issues and local opposition to the project.
- A brief description of work that will be conducted during the subsequent reporting period. If necessary, discuss any adjustments to the Work Plan that you may be requesting as a result of the evaluation process.
- Document any issues or challenges that will prevent the project from meeting the goals in the Work Plan.

3. Performance Data

Provide both qualitative and quantitative data from the previous reporting period in a format approved by your CalRecycle Grant Manager. The report must describe and quantify how your project is increasing the permanent capacity for the co-digestion of food waste, produces and utilizes biogas, diverts tons of food waste from landfills, and is creating jobs. This will include a Performance Table which CalRecycle will provide to enter quantitative data. Reported outcomes must include all of the following:

- **California tons of organic waste material diverted from landfills**
Grantees must report the tons diverted that occurred in the previous reporting period as a result of the project.
 - Discuss whether the current annualized throughput is sufficient to achieve the tons per year goals cited in the grant application. If not, discuss the specific steps which the grantee will take to increase throughput to those levels and the dates by which these steps will occur.
 - The gross tons of food waste processed and net tons of food waste co-digested for the reporting period.
 - The total tons of residual material (contaminants separated from the delivered feedstock) sent to the landfill.
 - The quantity of biogas (e.g., standard cubic foot) and transportation fuel, renewable electricity, heat, or biomethane for pipeline injection produced.
 - The tons and/or gallons of biosolids produced and their end use(s). If biosolids are sent to composting, provide weight receipts indicating where and how many tons and/or gallons of biosolids were composted.
- **Community Benefits**
Grantees must report benefits to communities that occurred in the previous quarter as a result of the project. Identify any progress on new jobs created.
 - Jobs
 - Total number of jobs and the associated job classification/trade.
 - Number of project work hours for each job provided.
 - Job education and experience required to perform the

- activities undertaken by this job.
 - Average hourly wage for each job classification/trade.
- Description of the quality of the jobs provided including employer-paid health insurance, paid leave, and retirement plan. Jobs provided to priority populations, if applicable
 - Number of jobs provided to priority populations and the associated job classification/trade.
 - Number of project work hours for each job provided to priority populations and the associated census tract numbers.
 - Average hourly wage for priority populations for each job classification/trade.
 - Identify the formal targeted hiring strategies used to direct opportunities to priority populations.
- Job training
 - Total number of people that completed job training and the associated job training classification/trade; and
 - The type of credentials earned (e.g., certifications, licenses, degrees).
- Job training provided to priority populations, if applicable
 - Number of people in priority populations that completed job training and the associated job training classification/trade; and
 - The type of credentials earned (e.g., certifications, licenses, degrees).
- If this project provides other benefits to a community, please discuss the types of benefits provided, the specific communities served, and your method for quantifying these benefits. Describe how the project benefits have addressed the community's need.
- Describe how you have engaged the community within a mile radius of the facility project and along project truck routes, if applicable. Summarize the results of your outreach.

4. Performance Table

- CalRecycle will provide a Performance Table for quantitative data related to diverted tons, GHG emission reductions, and other grant performance data within the reporting period. CalRecycle will develop a Performance Table for each grantee based on information submitted in the application, and work with the grantee to customize the table to meet quantitative reporting needs. The Performance Table will be finalized towards the beginning of the Grant Term and must be submitted in conjunction with each Progress Report to track quantitative data. The quantitative data includes, but is not limited to, feedstock type and quantity, GHG emissions reduced, and quantity of end products. The quantitative data captured in the Performance Table is designed to support the qualitative claims being made in each Progress Report. The data captured in the Performance Table should be accurate and should not be estimated.

5. Pictures

- Provide digital images showing the progress of the grant project during the previous reporting period. Photographs should be in PDF, JPG, or PNG format.

Final Report

The Final Report is due **April 1, 2025**. The Grantee must report diversion data from the NTP email date through February 28, 2025. The Final Report should cover grant activities from the NTP email date through the Grant Term end date. Each grantee will receive a Final Report template from their Grant Manager that must be used when submitting the Final Report. The grantee must include the following items in the Final Report:

- The Grant Number, grantee's name, and Grant Term.
- The following disclaimer statement on the cover page:
"The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
- The same items listed in the Progress Report section above.

Grant Payment Information

- Payment to the grantee for eligible grant expenses is made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
- The grantee may request reimbursement on a semi-annual basis during the Grant Term, in conjunction with submission of the Progress Report and in conjunction with submission of the Final Report.
- The grantee must submit the required Progress Report/Final Report concurrent with submission of the Grant Payment Request. No reimbursement is made prior to Grant Manager approval of the report.
- The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section.
- CalRecycle will only make grant payments to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
- CalRecycle will withhold and retain 10 percent of each approved Grant Payment Request amount until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and Final Reports, have been satisfied.
- CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date the Grant Manager approves a Grant Payment Request.
- The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](https://www.calrecycle.ca.gov/Funding/forms/) (<https://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee's contractors and subcontractors in accordance with the "Reliable Contractor Declaration" section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to

commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

Payment Request and Documentation

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must submit payment requests in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above). To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - a. Choose **Reimburse** for the **Transaction Type** and enter the amount spent in each budget subcategory.
 - b. When the transaction is complete, click the **Save** button.
 - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
 - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
 - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.
 - a. **Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

Supporting Documentation

- **Grant Payment Request form (CalRecycle 87)**
 - A scanned copy with the signature of the signatory or his/her designee, as authorized by grantee’s Resolution or Letter of Commitment, must be uploaded to GMS.
 - **Note:** A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.
- **Expenditure Itemization Summary (EIS) (CalRecycle 777).** All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee’s approved Budget and Work Plan.
 - Each EIS must be accompanied by supporting documentation for each line item expense. The grantee should retain the original documents.
- **Cost and Payment Documentation**
 - Acceptable cost and payment documentation must include at least one of each of the following.
 - Invoices, receipts, or purchase orders must include the vendor’s name and telephone number, address, description of goods or

- services purchased, amount due, and date. The claimed expenses should be highlighted on each invoice.
- Proof of payment may include:
 - Copy of cancelled check(s) that shows an endorsement from the banking institution
 - Invoice(s) showing a zero balance, or stamped “paid” with a check number, date paid, and initials
 - Accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid
 - Bank statement(s) along with a copy of the endorsed check or invoice showing the check number
 - Copy of an electronic funds transfer confirmation
 - Copy of a credit card statement(s)
 - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.
 - **Personnel Expenditure Summary (CalRecycle 165 or grantee’s version).**
Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel (these forms are not required if you have an alternate time reporting method pre-approved by your Grant Manager).

All forms listed above are available from the [CalRecycle Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.



Application

Generated By: Sinan Dunlap

Application Information

Applicant: Victor Valley Wastewater Reclamation Authority

Cycle Name: Co-Digestion Grant Program

Cycle Code: COD1

Grant ID: 25758

Application Due Date: 5/19/2022

Secondary Due Date: 6/9/2022

Grant Funds Requested: \$4,000,000.00

Matching Funds: \$0.00 (if applicable)

Awarded Funds: \$3,970,000.00

Project Summary: CalRecycle has edited the following summary to reflect the approved grant project: The Victor Valley Wastewater Reclamation Authority project proposes installation of food waste receiving infrastructure, liquid slurry feedstock storage tanks, and an organics polishing system to expand the Wastewater Treatment Plant's co-digestion of food waste. The feedstock will be delivered via tanker trucks as a pre-processed food waste slurry, polished to remove plastic and grit contaminants, and then co-digested with wastewater sludge. The project will upgrade the biogas to Renewable Natural Gas and inject it into the Southwest Gas pipeline. Biosolids will be dewatered and dried and transported off-site for land application. Grant funds would be used to help fund engineering and construction, community outreach and education, grant administration, and the purchase of a new organics polishing system, receiving station infrastructure, and feedstock storage tanks.

Applicant/Participant

Name: Victor Valley Wastewater Reclamation Authority

Lead: X

Federal Tax ID: 95-3200665

Jurisdiction: San Bernardino

County: San Bernardino

Contacts

		Prime	Second	Auth	Cnsit
Brad Adams	Title: Plant Superintendent Phone: 7602468638 Fax: Email: badams@vwwra.com		X		
20111 Shay Road Victorville, CA 92394					
Darron Poulsen	Title: General Manager Phone: 7602468638 Fax: Email: dpoulsen@vwwra.com			X	
20111 Shay Road Victorville, CA 92394					
Chieko Keagy	Title: Controller Phone: 7602468638 Fax: Email: ckeagy@vwwra.com	X			
20111 Shay Road Victorville, CA 92394					

Budget

Category Name	Amount
Construction/Application	\$1,110,000.00
Education	\$120,000.00
Equipment	\$2,590,000.00
Indirect Costs	\$150,000.00
Materials	\$0.00
Personnel	\$0.00

<https://secure2.calrecycle.net/GRANTS/Grant/Grant.aspx?GrantID=25758>

Date Generated: September 30, 2022 8:38 AM

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Site Information**Victor Valley Wastewater Reclamation Authority**

20111 Shay Road
Victorville, CA 92394

Documents	Document Title	Received Date
Required		
Application Certification	Application Certification	5/19/2022
Budget	Budget	5/19/2022
Budget	updated budget	9/27/2022
Invoices/Quotes	Budget Supporting Documents	5/19/2022
Material Flow Chart	Organic Projected Material Flow Chart	5/19/2022
Narrative Proposal	Narrative Proposal	5/19/2022
Net Tons of Organic Material	Net Tons of Organic Material	5/19/2022
Permits	Permits	5/19/2022
Permits Supporting Documents	Permits Supporting Documents	5/19/2022
Work Plan	Work Plan	5/19/2022
Required By Secondary Due Date		
Resolution/Letter of Commitment	Resolution	5/19/2022
Other Supporting Document(s)		
Community Benefits Supporting Documentation	Community Benefits Supporting Documents	5/19/2022
Draft Resolution		
Joint Powers Agreement	Joint Powers Agreement	5/19/2022
Joint Powers Agreement	Original JPA	6/9/2022
Joint Powers Agreement	Amended JPA	6/9/2022
Lease Agreement		
Letter of Designation	Letter of Designation	5/19/2022

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

- Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).

EPPP

Does your organization and any participants have an Environmentally Preferable Purchasing and Practices (EPPP) Policy?

- Yes, our organization and any participants have an EPPP Policy. Organization refers to a company, business, or the entire city or county applicant, not an individual office or sub-unit of the larger entity.

Program Questions

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating jurisdictions are charter cities or joint powers authorities that include charter cities, the lead applicant must certify that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that a participating jurisdiction is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

If any applicant or participating jurisdiction is a charter city or a joint powers authority that contains one or more charter cities, does Labor Code section 1782 prohibit those charter cities from receiving state funding for the project described in this grant application? Check the following, as applicable.

- No. Applicant certifies that no charter cities included in this application are prohibited from receiving state funding for the project described in this grant application.

Does the applicant own or lease the property in which grant funded equipment will be located?

- Applicant owns the property

<https://secure2.calrecycle.net/GRANTS/Grant/Grant.aspx?GrantID=25758>

Date Generated: September 30, 2022 8:38 AM

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VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
Board of Commissioners Staff Report

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager *DP*
SUBMITTED BY: Darron Poulsen, General Manager and Brad Adams, Plant Superintendent
DATE: October 27, 2022
SUBJECT: RECOMMENDATION TO APPROVE THE THIRD AMENDMENT TO THE GAS COLLECTION FACILITIES LEASE AND ENERGY SERVICES AGREEMENT

<input checked="" type="checkbox"/>	For Action	<input checked="" type="checkbox"/>	Fiscal Impact	\$27,757
<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Account Codes:	TBD
		<input checked="" type="checkbox"/>	Funds Budgeted/Approved	<i>W</i>

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners approve the General Manager to execute the Third Amendment to the Gas Collection Facilities Lease and Energy Service Agreement with SoCal Biomethane, LLC upon approval of the amendment by the VVWRA Attorneys.

PREVIOUS ACTION(S)

April 18, 2019, the Board of Commissioners authorized the General Manager to sign the Gas Collection Facilities Lease and Energy Storage Agreement with SoCal Biomethane, LLC.

July 27, 2020, the Board of Commissioners authorized the General Manager to execute the first amendment to the Gas Collection Agreement and contract with SoCal Biomethane, LLC upon approval of the amendment by the VVWRA Attorneys.

July 15, 2021, the Board of Commissioners approved the General Manager to execute the Second Amendment to the Gas Collection Facilities Lease and Energy Service Agreement with SoCal Biomethane, LLC upon approval of the amendment by the VVWRA Attorneys.

BACKGROUND INFORMATION

On May 9, 2019, per the Board of Commissioners approval, the VVWRA General Manger entered into an agreement with SoCal Biomethane. Within the agreement there were agreed upon stipulations whereby VVWRA would receive improvements to the Regional Wastewater

Treatment Plant (WWTP) that included, upgrades to the digesters and improvements to the anaerobically digestible material (ADM) and fats, oil, and grease (FOG) collection and processing infrastructure. All the proposed improvements were agreed upon due to their ability to compliment the operational efficiency of the SoCal Biomethane facilities. The rehabilitation of the digesters 1, 2, and 3 per the original contract requirements dated May 9, 2019, were completed by December 2019.

Upon completion of that work unforeseen issues and conditions were identified that required further work to move the project forward. Discussions between VVWRA and SoCal Biomethane staff took place to identify a scope of work and costs associated with further improvements to maximize the benefits of the project. The new expanded scope now included new liquid receiving tanks, a new membrane roof for digester 2, new digester mixers, ADM receiving area improvements and several other smaller projects to improve operations. The first amendment to the original contract was developed to resolve the concerns and was approved by the Board on July 27, 2020.

During the construction of the work detailed in the first amendment to the contract listed above, additional issues, that were not known at the time, were found causing the need for further work and a second amendment to the contract to complete the project. The work identified in this amendment included Digester 3 improvements, 2G natural gas retrofit and sludge pipeline relocation. To meet the goals of the project and to deal with unforeseen concerns with existing facilities these improvements and the Second Amendment to the Gas Collection Facilities Lease and Energy Service Agreement with SoCal Biomethane, was approved by the Board on July 15, 2021.

Over the last year VVWRA staff and SoCal Biomethane have been operating the necessary equipment to develop the RNG per the desired agreement and amendments. Current struggles to meet the required gas production goal surround the operations and scheduling the receiving of the ADM materials. VVWRA and SoCal Biomethane staff have been meeting on a bi-weekly basis for months evaluating and improving operations. During these conversations the scheduling of delivery trucks was identified as the most significant hurdle to overcome in order to meet the gas production goals. Our contracted haulers need a larger window of delivery times and Saturday deliveries to be able to deliver all the material required to reach the production goals. To accomplish this task, it is necessary to hire a second ADM receiving attendant, that will allow for 2 additional hours per weekday and eight hours of receiving on Saturday. Per the discussions with SoCal Biomethane, they have agreed to share that cost of the full-time employee as an added expense to the project, which is detailed more in the Third Amendment to the to the Gas Collection Facilities Lease and Energy Services Agreement (Exhibit 1).

For the reasons above it is recommended that the Board of Commissioners approve the General Manager to execute the Third Amendment to the Gas Collection Facilities Lease and Energy Service Agreement with SoCal Biomethane, LLC upon approval of the amendment by the VVWRA Attorneys.

Attachment(s):

Exhibit 1 – Third Amendment to Gas Collection Facilities Lease and Energy Services Agreement

EXHIBIT 1

**THIRD AMENDMENT
TO
GAS COLLECTION FACILITIES LEASE AND ENERGY SERVICES AGREEMENT**

This Third Amendment to Gas Collection Facilities Lease and Energy Services Agreement (“Amendment”), dated as of September 19, 2022 (“Effective Date”) is entered into by and between SOCAL BIOMETHANE, LLC, a Delaware limited liability company (“Tenant”), and VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY, a joint powers authority and a public agency of State of California organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (“Landlord”).

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Gas Collection Facilities Lease and Energy Services Agreement dated as of May 9, 2019 (“Original Agreement”), as modified by that certain First Amendment dated July 27, 2020 (“First Amendment”) and that certain Second Amendment dated July 15, 2021 (“Second Amendment”). The Original Agreement, First Amendment, and Second Amendment are collectively referred to as the “Agreement”; and

WHEREAS, Landlord and Tenant desire to increase food waste receiving efforts and gas production goals, and so desire to increase the number of hours available at the Digesters to receive food waste (the “Added Receiving Capacity”), a further description of which is attached as Exhibit A; and

WHEREAS, the Parties have agreed to share in the cost of the Added Receiving Capacity, and the Parties desire to amend the Agreement to account for these items;

NOW THEREFORE, in consideration of the mutual promises set forth below, recitals above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Added Receiving Capacity. In recognition of the mutual benefit of the Added Receiving Capacity, the Parties agree to equally share in the costs of providing one additional full time staff member.
2. Address. Section 26 of the Original Agreement is hereby amended by deleting Tenant’s physical mailing address and replacing it with the following: “705 Palomar Airport Road, Suite 200, Carlsbad, CA 92011.”
3. Nature of Amendment. Except as expressly set forth herein, the Agreement shall remain in full force and effect. All terms defined in the Agreement shall have the same meaning when used in this Amendment. This Amendment and the Agreement shall be read together, as one document. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment shall control.

4. Effective Date; No Defaults. Landlord and Tenant further certify and affirm that as of the date of this Amendment, there exists no default by Landlord of the Agreement or Event of Default as defined in the Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Landlord default or Event of Default.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first set forth above.

SOCAL BIOMETHANE, LLC
a Delaware limited liability company

By: _____

Name:

Title: Vice President

VVWRA:

VICTOR VALLEY WASTEWATER
RECLAMATION AUTHORITY

By: _____

Name: Darron Poulsen

Title: General Manager

EXHIBIT A

ADDED RECEIVING CAPACITY

The Added Receiving Capacity is intended to consist of:

- One additional full time staff member allowing the facility to receive ADM for:
 1. Two (2) additional hours per weekday; and
 2. Eight (8) hours each Saturday.

The total cost of the Added Receiving Capacity is anticipated to be between \$55,513.12 and 67,708.16.



**VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY
Board of Commissioners Staff Report**

TO: VVWRA Board of Commissioners
FROM: Darron Poulsen, General Manager *DRP*
SUBMITTED BY: Latif Laari, Business Applications Manager *LL*
DATE: 10/17/2022

SUBJECT: **RECOMMENDATION TO AUTHORIZE THE GENERAL MANAGER TO AWARD A CONTRACT FOR THE REGIONAL PLANT EMERGENCY POWER ENGINEERING STUDY IN THE AMOUNT OF \$97,494.00 TO CAROLLO ENGINEERS INC**

<input checked="" type="checkbox"/>	For Action	<input checked="" type="checkbox"/>	Fiscal Impact	\$ 97,494.00
<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Account Code: 01-02-535-9000-9999-R147	
		<input checked="" type="checkbox"/>	Funds Budgeted/ Approved:	<i>[Handwritten mark]</i>

STAFF RECOMMENDATION

It is recommended that the Board of Commissioners approve the General Manager to award a contract for the regional plant emergency power engineering study project in the amount of \$97,494.00 to Carollo Engineers, inc., pending legal review and approval of the agreement.

PREVIOUS ACTION(S)

None

BACKGROUND INFORMATION

Power loss at the VVWRA regional plant can have devastating impacts on operations and the communities we serve. Power failures can cause critical asset failure which may lead to the direct discharge of untreated wastewater to the Mojave River or sewage backup into homes and businesses. Power loss can also impact VVWRA through cascading infrastructure failures.

The VVWRA regional plant has two backup power generators, and related switchgear that was installed decades ago. These critical assets are nearing the end of life and must be replaced. In addition, in the past decade, VVWRA regional plant experienced multiple power outages, and the current setup has proven unreliable, costly to maintain, and unsafe.

The regional plant emergency power engineering study will determine emergency power requirements for critical equipment to maintain wastewater services. A power assessment team typically includes electrical, mechanical, and operational subject matter experts. These are the

appropriate utility professionals who can fully assess VVWRA regional plant power needs and operational implementation requirements. They will inspect all plant infrastructure assets and determine electrical assets critical to our operation. This information is required to size an emergency generator(s) properly

On September 8, 2022, VVWRA solicited proposals through a request for proposal (RFP) for the regional plant emergency power engineering study project. Per the RFP scope of work (Exhibit 1) the Consultant will furnish all labor, equipment, materials, and supervision to safely complete the project

Bids received on 10/12/2022 were reviewed for accuracy and compliance with the RFP. The Bids tabulation sheet is detailed below for reference. All other bid requirements were evaluated and found to be complete.

The bids received are as follows:

Company	Total Cost
Carollo Engineers Inc	\$97,494.00
Yao Engineering Inc	\$98,090.00

Following an in-depth review of all proposals, Staff selected the proposal from Carollo Engineers Inc. (Exhibit 2), who has an excellent reputation and the ability to perform the work of this contract, as the most qualified low bidder.

Staff recommends that the Board of Commissioners approve the General Manager to award a contract for the regional plant emergency power engineering study Project in the amount of \$97,494.00 per fiscal year 22-23 to Carollo Engineers Inc. Pending legal review and approval of the agreement.

Attachments:

Exhibit 1- Services Scope of Work

Exhibit 2 – Carollo Proposal

EXHIBIT 1

VVWRA Regional Plant Emergency Power Engineering Study

EXHIBIT "A"

PROPOSED SCOPE OF SERVICES

1. Evaluate Regional Plant current and future electrical needs and demands
2. Evaluate regional plant for any modifications necessary for installation of new Generator Set and Electrical Gear distribution
3. Recommend Emergency Power and Distribution solution

EXHIBIT 2

PREPARED FOR
VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY



REGIONAL PLANT EMERGENCY
Power Engineering Study



PROPOSAL | OCTOBER 2022

Executive Summary

Carollo Engineers is a water engineering firm with best-in-class electrical expertise. We specialize in providing water and wastewater solutions based on what your staff and facilities need for success.

Victor Valley Wastewater Reclamation Authority (VWVRA) is taking important steps to evaluate the Regional Plant's current and future electrical needs. Our team at Carollo will evaluate and assess those needs and will identify the necessary replacements and upgrades to allow for automatic transfer between utility power and the standby generator when a power outage occurs.

Our team, led by project manager Jeff Weishaar, will collaborate with the VWVRA's engineering, maintenance, and operations staff so that issues in the existing system are identified and solutions are found that will meet VWVRA's goals. We will provide upgrade recommendations based on our evaluations and we will assess all viable alternatives for each recommendation.

Jeff will leverage his extensive wastewater experience to facilitate technical decision-making that is in VWVRA's best interest to provide long-term safety, operation, and maintenance of the Plant's electrical system. We will also draw on our exposure to the workings of the existing electrical system through our experience on previous VWVRA projects over the past 15 years, which provides our team with a good background understanding of the current electrical facilities.

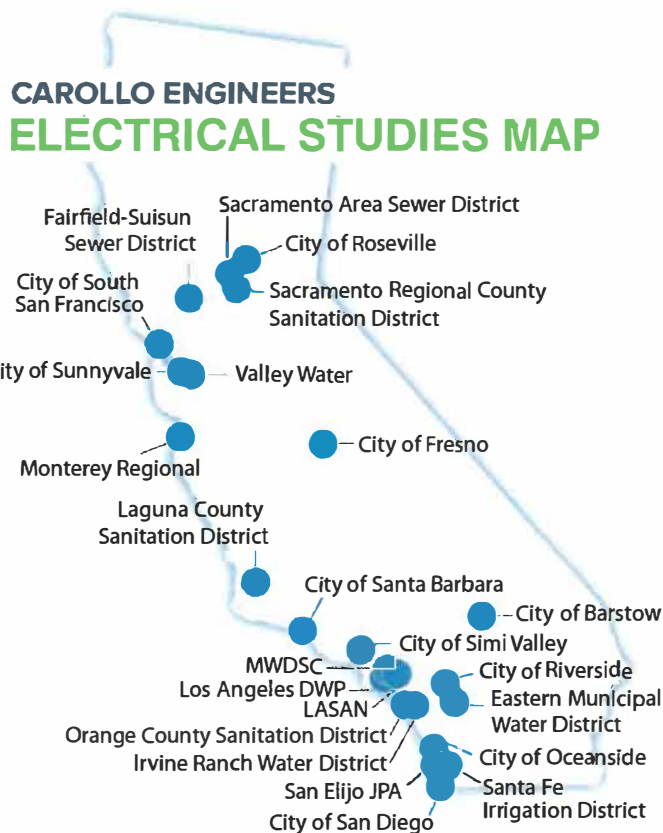
It is our intent to perform the work as outlined in the RFP and described in more detail in the Proposed Method to Accomplish the Work that follows. We also confirm our willingness to enter a contract with VWVRA under the terms and conditions prescribed by the RFP. Should you have any questions or require additional information, please let us know.

We look forward to hearing from you and to working with you and your team to complete this important work for VWVRA.

Sincerely,

CAROLLO ENGINEERS, INC.

Jeff Weishaar, PE
Project Manager/ Vice President

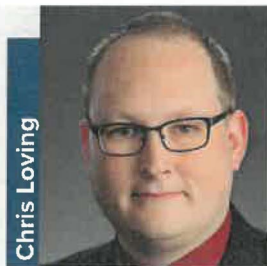


Our team has a wealth of knowledge from similar study work that we will apply to this Emergency Power Engineering Study. The map above illustrates only a few of the electrical system studies that Carollo has completed in California.

VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY // REGIONAL PLANT EMERGENCY POWER ENGINEERING STUDY



Jeff Weishaar



Chris Loving



Walid Wasfy



Andrew Gilmore

IDENTIFICATION OF PROPOSER/ STAFFING RESOURCES

Carollo Engineers is a full-service water engineering firm with best-in-class electrical expertise. We specialize in providing water and wastewater solutions based on what your staff and facilities need for success. Our extensive amount of local staff (120+), coupled by a large national bench strength (1,300+), will provide an abundance of technical experience and resources to deliver the quality recommendations needed for this project.

Led by Project Manager **Jeff Weishaar**, the Carollo team is committed to using our technical expertise to provide tried-and-true recommendations for this Emergency Power Engineering Study. In addition to Jeff, we are also bringing in seasoned experts in the electrical field to be principally responsible for working with the Authority; **Chris Loving** as Project Engineer, **Walid Wasfy** as the Electrical Lead, and **Andrew Gilmore** will provide as-needed support using his past experience of working with VVWRA staff. Together, backed by our top-ranked EPIC® Group (electrical, programming, instrumentation, and control), our team has the experience and resources to make your project a success.

EXPERIENCE + TECHNICAL COMPETENCE

Experience matters when it comes to planning and designing water reclamation plants. To be successful, your engineering firm must bring innovative solutions that positively impacts cost and schedule and provide for future flexibility to address inevitable unknowns and expansions. With these factors in mind, Carollo has successfully provided VVWRA with the Main Plant Capacity Study & Power Metering Study and our team brings extensive local expertise and recent experience delivering similar projects with similar challenges.



Carollo's ability to deliver this study in-house and draw from a multi-disciplined staff that solely work with water/wastewater, will give VVWRA staff the confidence that our team is committed to providing technically sound and practical solutions for this project.

PROPOSED METHOD

Our team's approach focuses on working in close coordination with VVWRA staff to plan the evaluation of the Plant's electrical power distribution system and the emergency power system. The Carollo team will consider all of the information gathered from our evaluations and from the input of Plant personnel to provide VVWRA with recommendations on the best approaches for upgrading the Plant's electrical distribution and emergency power infrastructure.

Jeff will work with VVWRA at the onset of the project to develop a project management and work plan to establish control measures for managing cost, schedule, and scope based on your goals for reliability, maintenance, and functionality.

#9

CAROLLO
RANKING

EC&M
2022 TOP 10 ELECTRICAL
DESIGN FIRMS

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Identification of Proposer

WATER IS OUR FOCUS, OUR BUSINESS, OUR PASSION: With a history spanning 89 years, Carollo is the largest consulting firm in the U.S. that focuses exclusively on water and wastewater planning, design, and construction. We have earned our reputation based on superior client service and an unwavering commitment to quality.

CAROLLO ENGINEERS, INC.

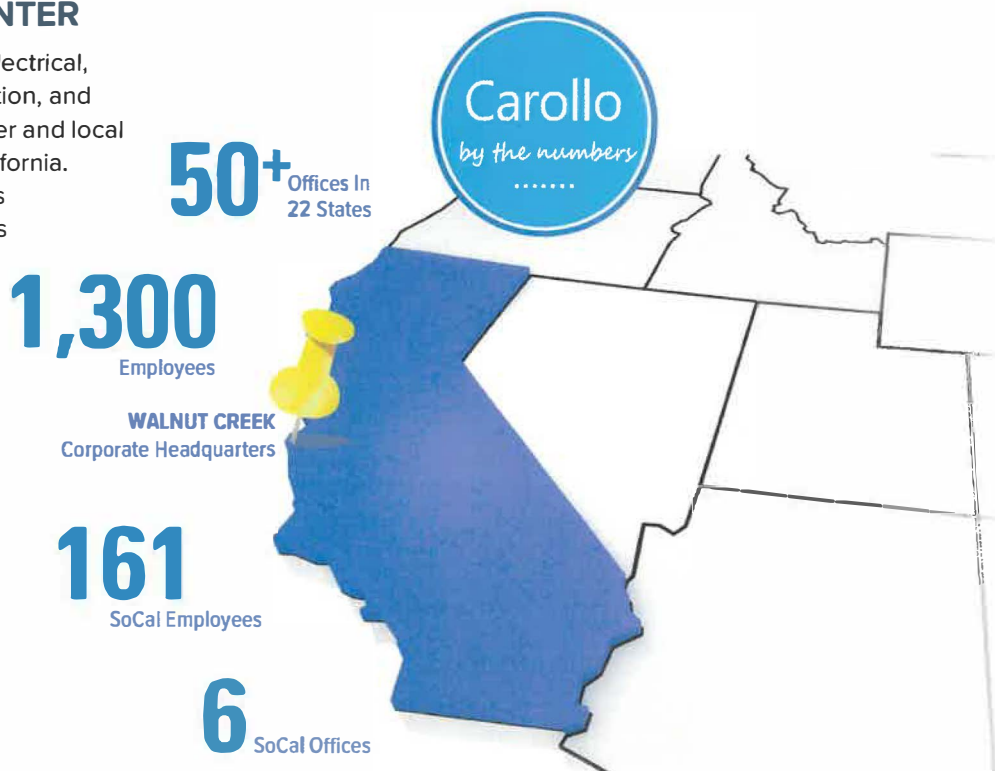
Carollo is an environmental engineering firm specializing in the planning, design, and construction of water and wastewater facilities. We are a full-service company with experienced and qualified professionals to successfully manage projects of any size.

Our 50+ offices nationwide house over 1,300 employees, including a large staff of water reclamation and reuse professionals. This bench strength provides the Carollo team with the ability to provide in-house services and acquire the talent and resources necessary to consistently deliver innovative water solutions.

LEGAL NAME AND ADDRESS	CONTACT
Carollo Engineers, Inc. (Headquarters) 2795 Mitchell Drive Walnut Creek, California 94598	Jeff Weishaar, PE Project Manager/ Vice President 5355 Mira Sorrento Place Ste 270 San Diego, California 92121 858-754-5949
LEGAL FORM OF COMPANY	CALIFORNIA BUSINESS LICENSE NUMBER
Professional S-Corporation	No. C3295365
PARENT COMPANY	
Carollo is not a wholly owned subsidiary of a "Parent Company."	

EPIC® DESIGN CENTER

Carollo has a top-ranked electrical, programming, instrumentation, and control EPIC® design center and local EPIC® staff throughout California. Our EPIC® group integrates the disciplines for seamless design, consists of more than 200 engineers and technicians, making the group one of the largest in the water and wastewater industry. Carollo is ranked No. 9 among the nation's top electrical design firms in 2022, according to Electrical Construction & Maintenance (EC&M) magazine.



VICTOR VALLEY WASTEWATER RECLAMATION AUTHORITY // REGIONAL PLANT EMERGENCY POWER ENGINEERING STUDY

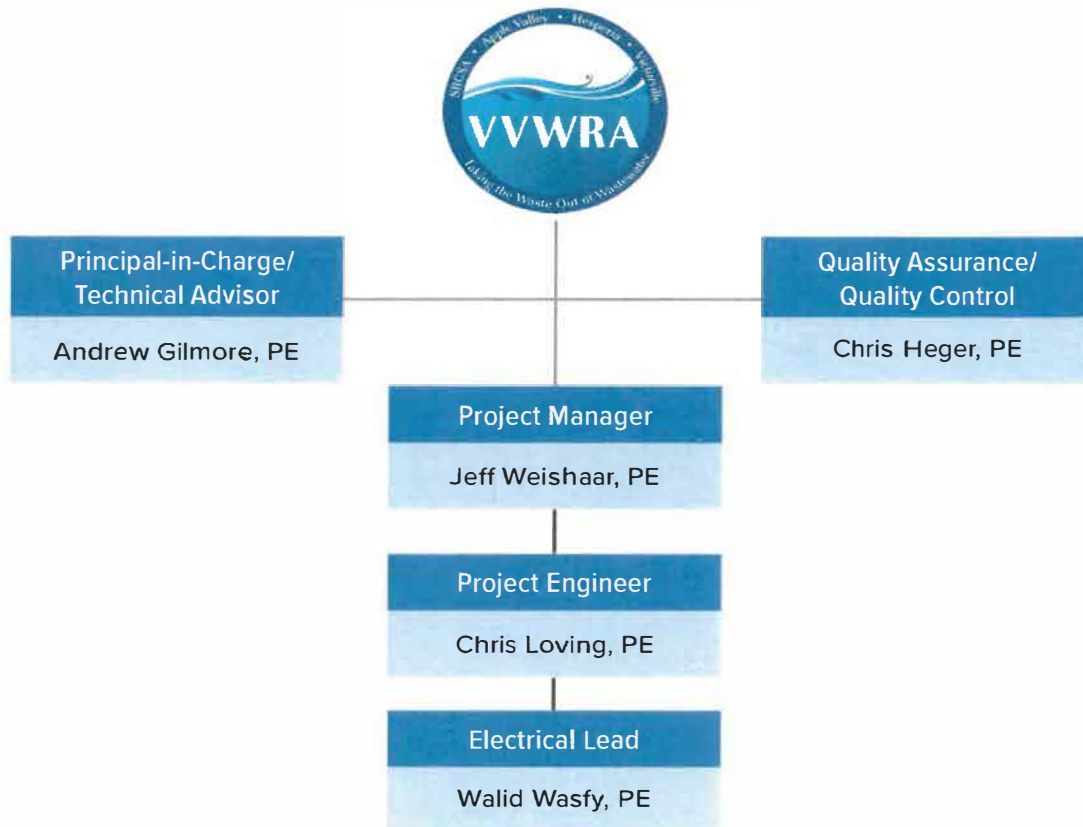
Staffing Resources

Our team is supported by an organization with deep resources in all aspects of the water industry that allows us to quickly mobilize industry experts for specialty topics that may arise during the project, ranging from water treatment technologies and groundwater recharge to electrical distribution experts.

FIRM STAFFING AND KEY PERSONNEL

The Carollo team is comprised of five qualified and experienced electrical engineering professionals that are committed to implementing a successful project for VVWRA, as shown in the organizational chart below. These technical experts are backed by over 200+ EPIC® focused employees and over 600 registered engineers throughout Carollo's 50 North America offices, giving us both local and national presence.

Jeff Weishaar, Chris Loving, and Walid Wasfy will be principally responsible for working with VVWRA, their project responsibilities and qualifications are listed in-depth on the following page. To supplement their expertise, Andrew Gilmore will provide support as needed using his past experience and familiarity with VVWRA.



PROPOSED KEY TEAM MEMBERS




Jeff Weishaar, PE

PROJECT MANAGER

RELEVANT PROJECTS

- Has held a leadership role in projects involving nearly all aspects of water and wastewater treatment processes and facilities, including comprehensive water treatment plant evaluations.
- Will be responsible for maintaining the overall schedule, direct and support the activities of the engineering specialists, and will serve as your primary point of contact throughout the project.

 **VALUE TO VVRWA:** Jeff is a proven project manager and a senior wastewater treatment planning and design engineer with over 16 years of experience, including electrical engineering and study projects for local entities.




Chris Loving, PE

PROJECT ENGINEER

RELEVANT PROJECTS

- Carollo's Practice Leader for electrical systems studies and has experience in electrical and instrumentation design for both water and wastewater treatment facilities.
- Will provide extensive coordination with other disciplines, understanding and incorporation of plant operator input, and wide-ranging integration with existing facilities.
- 15 years of providing engineering, leadership, and quality management of exclusively water and wastewater projects, which require standby and parallel generation, detailed construction sequencing, and maintenance of critical operations of existing facilities.
- 6 years of experience as resource manager for 140 personnel within Carollo.

 **VALUE TO VVRWA:** Chris will be able to apply his technical knowledge and collaborate with VVRWA for a long-lasting solution to complicated power problems.




Walid Wasfy, PE

ELECTRICAL LEAD

RELEVANT PROJECTS

- Diverse background in electrical design, operation, and construction experience ranging from nuclear power, commercial, light industrial, and institutional to municipal and healthcare.
- Walid's over 10 years of experience features investigating and troubleshooting of a variety of industrial electrical systems installed in nuclear power plants, as well as other industrial applications.

 **VALUE TO VVRWA:** Walid will bring innovative out-of-the-box solutions to the VVRWA's complex electrical problems using his extensive experience in a variety of industrial electrical systems.

Fiscal Stability

Carollo's financial stability is demonstrated in our long history of successfully providing professional engineering services for VVWRA, as well as other local utilities.

FINANCIAL RESPONSIBILITY

Carollo is a mid-sized firm with annual revenues exceeding \$250 million—large enough to be flexible and responsive to your needs. We have maintained a high level of fiscal responsibility throughout the years.

Our organization is structured to maximize our ability to provide excellent client service in a timely and efficient manner and in accordance with your project goals and objectives.

In the Appendices, we have provided the following documents as required in the RFP:

- Credit Rating Report

Experience and Technical Competence

Carollo is an industry leader in planning, design, and implementation of Electrical, Instrumentation, and Control systems (EI&C) and computerized SCADA systems for water and wastewater agencies for over 89 years.

PAST EXPERIENCE + TECHNICAL/ PROFESSIONAL SKILLS

Carollo and our team's specific and extensive experience in the water/ wastewater industry adds great value and will meet the goals of this Study.

As detailed previously, our team's experience runs the gamut from water and wastewater treatment to pilot- and full-scale testing and state-of-the-art research. Specific to this project, we have provided project management and electrical system planning, design, engineering services during construction, and startup services at hundreds of water/wastewater facilities across the country.

Carollo's local and national bench strength gives our team the ability to draw upon responsive, multi-disciplinary staff to supplement the technical and professional skills of our team, if needed.

TECHNICAL COMPETENCE

Our team of qualified experts provides the following in-house resources and capabilities that include, but are not limited to:

- Using electrical modeling software, ETAP, to model current and future plant loads to appropriately size the switchgear and emergency generator.
- Using AutoCAD, Microstation, and Sketch-up for drawings and 3D renderings of recommended equipment installations for visualization of the fit along the existing facilities.
- Using Carollo's extensive local staff, with their specific wastewater and process knowledge, to address any unforeseen industry-specific concerns that might arise.
- Using vendor supplied generator sizing programs from Cummins, Caterpillar, or Kohler (for example) to assist with determining the appropriate generator size based on the modeled loads.

- Reservoir®
 - » An information management tool that was specifically developed by Carollo to organize and manage the process equipment information used across disciplines during the design process.
 - » Used to organize electrical loads into discrete load centers (e.g. switchgear, MCCs, distribution panelboards) and perform electrical load calculations that serve as the basis for the selection and sizing of electrical equipment ratings.
 - » Automatically generates electrical single-line drawings and electrical load studies based on equipment information stored in its database and the electrical load center organization.
 - » QA/QC features. Drawing and specification content can be read by Reservoir®, which will flag spelling mistakes, cross-reference errors, scaling errors, tagging errors, etc. to help the design team produce high quality documents without simple errors that can distract from the technical content.

References

- VVWRA
Alton C. Anderson
P: 760-246-8638 ext. 281
aanderson@vvwra.com
[Power monitoring study of the Regional Plant to review the existing electrical system, evaluate energy, and determine potential locations to add submetering.]
- City of Fort Collins
Jason Graham
P: 970-221-6921
jgraham@fcgov.com
[Electrical design for several electrical equipment replacement projects at three facilities.]
- City of Simi Valley
Mike Kang
P: 805-853-6809
mkang@simivalley.org
[Electrical design for the replacement of the 480-volt electrical distribution system at the City's Water Quality Control Plant.]
- SOCWA
Jason Manning, PE
P: 949-234-5435
jmanning@socwa.com
[Replacement of cogeneration engines and service entrance electrical/paralleling gear.]
- HWRP
Charles Senaya,
PE, MBA, MS
P: 310-648-5874
charles.senaya@lacity.org
[Addition of advanced water treatment processes and expansion of existing electrical service with a 250MW substation and distribution system.]

LOCAL + AUTHORITY KNOWLEDGE

Carollo has provided engineering services for most major municipalities in the region. We have a thorough understanding of permitting and regulatory requirements, as well as challenges specific to the local area. The map in the executive summary illustrates a few of the electrical studies that we have completed in California.

Our work with VVWRA has over a decade's worth of experience working at the Regional Plant. We look forward to working with VVWRA staff and stakeholders to deliver an Emergency Power Engineering Study that you can trust for future decision making for years to come. Adjacent is a list of VVWRA projects that Carollo has provided services for and the subsequent pages of this section provide in-depth descriptions of our three most relevant services contracts (including a study for VVWRA).

CAROLLO'S VVWRA PROJECTS

- Apple Valley and Hesperia Subregional WRPs
- Santa Fe Ave. Relief Interceptor Sewer
- Hesperia Lift Station Relocation
- Apple Valley and Hesperia WRFs Effluent Disposal Systems
- Fuel Cell Project
- Checkpoint Bioassay UV Test
- Hesperia Interceptor Design Projects
- Expanded Bioassay Westside WRF
- Conceptual Plan for South Apple Valley Interceptor Relocation
- Desert Knoll Wash Interceptor
- Adelanto Connection Study
- Main Plant Capacity Study
- Oro Grande Interceptor - Health/Safety Assessment
- Apple Valley Interceptor Manhole Assessment Study

Carollo's work with VVWRA has over a decade of experience working at the Regional Plant and other VVWRA facilities.

Where We've Done It Before:

As mentioned, our team has worked with several local and regional clients on similar projects. Barstow and SOCWA are just two examples of how Carollo and the team members selected for this project were able to help address similar electrical issues at other treatment plants.



Barstow: Carollo has provided assistance with improvements at the Barstow WWTP. Jeff Weishaar, Andrew Gilmore, and the EPIC® group worked on a condition assessment, project development and ranking, process modeling, and preliminary and final design, and rehabilitation of various infrastructure, SCADA upgrades, electrical and instrumentation upgrades, and a new electrical control building.

SOCWA: Jeff Weishaar and Chris Loving provided electrical and instrumentation services for the design of a 846 kW cogeneration system at the Regional Treatment Plant. The project required extensive utility coordination and development of California Rule 21 documentation and assistance with the utility interconnection agreement. The design includes all new switchgear and several other pieces of distribution gear, with extensive integration with the existing electrical distribution system and development of a detailed temporary power plan/construction sequence.





Main Plant Capacity Study & Power Metering Study

Victor Valley Wastewater Reclamation Authority, CA

As part of a VVWRA on call contract, Carollo provided an evaluation and report of the Regional Plant hydraulic and biological capacity in addition to a power monitoring study. The team reviewed the existing reports (including the 2017 Water Environment & Reuse Foundations Final Report) and prior hydraulic data and models (including the existing Biowin® model to update and confirm usability).

The project created a combined value for capacity that integrated the hydraulic and organic capacities and the team recommended methods to increase the Plant’s overall nitrogen removal capacity without constructing new primary clarifiers, aeration basins, or secondary clarifier; provided recommendations for locations for potential submetering of electrical power demand and usage; and provided recommendations for potential improvements to handle sidestream ammonia laden water from a future solids dewatering operation.

In addition to developing biological and hydraulic models with close collaboration with VVWRA staff, Carollo provided a power monitoring study that reviewed the Plant’s existing electrical system, evaluated energy, and determined potential locations to add submetering. The study included reviewing VVWRA staff opportunities to advance the automated control features at the Plant, such as predictive control for parameters (like ammonia removal and nitrate return) and other potential methods to improve the reliability, performance, and energy consumption.

ROLE/ RELATIONSHIP TO THE CLIENT:

Prime

DOLLAR VALUE OF SERVICES:

N/A (Study)

DOLLAR VALUE OF FEE:

\$92,475

STAFFING:

Andrew Gilmore, Jeff Weishaar

DURATION:

9/18 - 4/19

CONTACT:

VVWRA

Alton C. Anderson

Construction Manager

P: 760-246-8328 Ext. 281, F: N/A

E: aanderson@vvwra.com



WATER QUALITY CONTROL PLANT (WQCP) ELECTRICAL UPGRADES

CITY OF SIMI VALLEY, CA

As the first phase in a three-phase electrical system replacement plan, this project replaced the majority of the 480-volt electrical distribution system including: the main service entrance switchboard, two lineups of fused disconnect distribution switchgear, one automatic transfer switch, and two MCC. Due to fiscal limitations and the physical constraints of the existing plant, all new electrical equipment was designed for installation in the same locations as the existing equipment in the main electrical building.

In order to utilize the existing main electrical building and minimize disruptions to plant operation as existing electrical equipment was taken out of service and removed, Carollo developed a 13-step construction sequence that resulted in all plant loads being supported by at least two sources of power derived from the Southern California Edison service and either the plant standby diesel engine generator or a temporary standby engine generator provided by the contractor.

ROLE/ RELATIONSHIP TO THE CLIENT:

Prime

DOLLAR VALUE OF SERVICES:

\$3.8M (Construction)

DOLLAR VALUE OF FEE:

\$315,000

STAFFING:

Chris Loving

DURATION:

3/11 - 5/19

CONTACT:

City of Simi Valley

Mike Kang

Principal Engineer/ Sanitation

P: 805-853-6809; F: N/A

E: mkang@simivalley.org

Proposed Method to Accomplish the Work

PROJECT UNDERSTANDING

Our approach focuses on working in close coordination with VVWRA to plan the evaluation of the Plant’s electrical power distribution system and the emergency power system. The Carollo team understands the importance of involving your maintenance, operations, and management staff in the Study to get a fully representative picture of the electrical infrastructure and to include all modifications required by Plant personnel. Communication will be the key to making sure that decisions are not being made in a vacuum and that all viewpoints are being taken into consideration. The Carollo team will consider all information gathered from our evaluations and from the input of Plant personnel to provide VVWRA with recommendations on the best approaches for upgrading the Plant’s electrical distribution and emergency power infrastructure. Our team will prepare a detailed cost-benefit analysis of the provided recommendations.

Below is a brief breakdown of Carollo’s method to accomplishing the specified scope of work.

1. Project Management

Develop a project management and work plan to establish control measures for managing cost, schedule, and scope.

Project manager Jeff Weishaar will work with you at the onset of the project to develop a project work plan (PWP) tailored specifically to this project. The PWP sets goals and expectations for all project members including VVWRA employees and Carollo team members. The PWP also establishes the control measures to manage cost, schedule, and scope, and it will clearly state the "who", "what", "when", and the level of effort anticipated to keep all team members on the same page. Jeff understands that it is important to gain the buy-in of all project stakeholders on both the Carollo team and with the VVWRA.



2. Kickoff and Needs Workshop



Obtain vital input from key VVWRA staff to tailor the project to their needs.

During this meeting, Carollo will lead a discussion with operations, maintenance, and management staff to understand their preferences for electrical design, pain points with the existing system/problems to avoid, and goals for the new system in detail. We will seek to understand the critical processes in the Plant and what portions of the distribution system will require additional redundancy and reliability – such as the South Percolation Pump Station.

3. Upcoming Project and Capacity Determination Workshop and Collaboration with Plant Staff for Optimized Design and Operational Constraints



Understanding your goals for reliability, maintenance, and functionality.

Carollo will review one-lines and load studies provided by VVWRA for the different upcoming projects. We will also provide an ETAP load study based on one-lines provided for the existing facilities and analyze utility bills for current electrical demand. After collecting and reviewing this data, we will meet with VVWRA staff to decide on how much future capacity to plan on for sizing of the service entrance gear as well as the standby generator.

Our team views staff buy-in as one of the most important pieces of this project to address your specific concerns and find optimal solutions. Carollo has found that obtaining Owner preferences, ideas, and concept alternatives through collaboration with VVWRA staff drives project success and satisfaction. The most important ideas are yours and we look forward to working together to make our collaborated project vision a reality.

Carollo understands the critical nature of the facility. Planned outages will be needed to implement any of the provided recommendations. Carollo will factor the planned outages in the recommendations and ensure that they are limited to the minimum necessary durations.

4. Utilize Interactive Documentation for the Study



Utilize OneNote to facilitate equipment and site data collection.

Envision that all equipment within your distribution system has its own tab that links to a dedicated page. On each tab you can see pictures, condition, ratings, manufacturer, model number, record drawings, arc flash field data, and improvement recommendations. This can be a deliverable after the Study.

These equipment pages are powered by Microsoft OneNote using the Carollo developed OneNote templates. This approach provides the ability to quickly take and store complete condition photos and notate via text each page from the field. Once created, each page is a convenient place to populate maintenance management data and life-cycle management data.

The Carollo templates in Microsoft OneNote create a powerful tool that combines text and pictures to quickly and accurately collect information for every piece of equipment. This tool easily organizes, stores, references, and shares collected data, creating a living document of the actual field conditions for each piece of electrical equipment.

Since we utilize non-proprietary software, this information can be shared and ultimately maintained by VVWRA for O&M purposes.

5. Optimize Equipment Locations



Develop an approach to fit transformer and switchgear replacement equipment and still meet all of the safety and maintenance requirements.

Our team sees the location and orientation of the electrical equipment in the Plant to be of critical importance. As such, we propose a workshop dedicated to reviewing options with the VVWRA. This workshop will allow us to develop alternatives in coordination with VVWRA so that we can develop capital, operational, and maintenance cost estimates and sequencing plans for justification of the ultimate approach.

6. Alternatives Analysis

Assess all viable alternatives for each recommendation.



The Carollo team will work with VVWRA to develop a prioritization approach that incorporates the key issues important to your staff. Categories such as safety, location, ease of maintenance, ease of sequencing, and cost will be incorporated and weighted in a prioritization matrix to provide consistent organization, staff buy-in, and justification when choosing alternatives.

7. Construction-based Cost Estimating



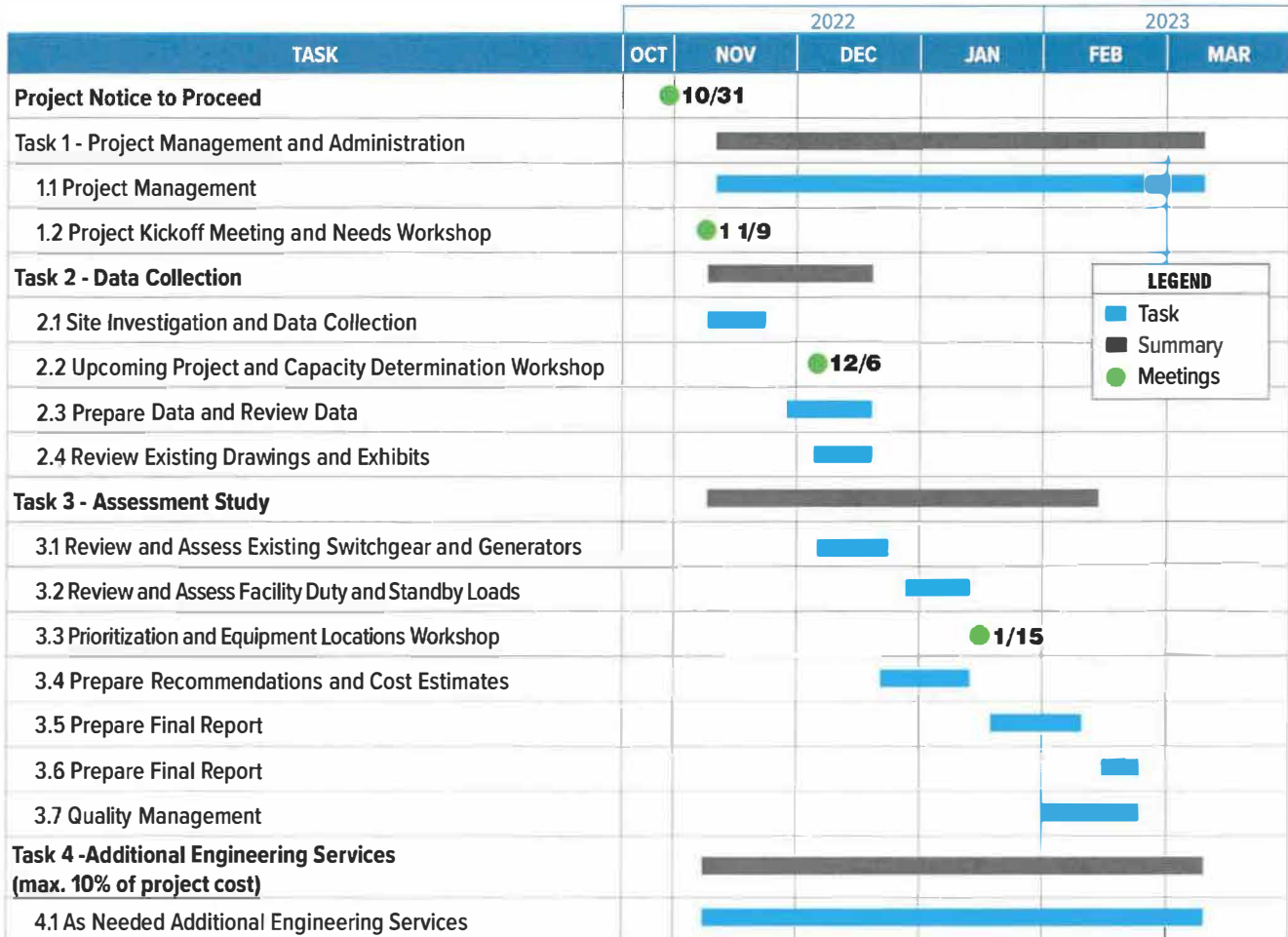
Use cost estimating methods utilized by contractors.

Carollo’s approach to cost estimating is specifically designed to replicate pricing methods used by general contractors. We estimate costs with confidence thanks to the establishment of a dedicated team of full-time estimators. This team has gained much of their professional experience working for general contractors or specialty subcontractors that focus on the water/wastewater market space. This body of experience allows our team to not only anticipate the level of effort based on the complexity of the work, but anticipate a contractor’s procurement strategy, both of which are critical to predicting project costs.

Our team has implemented the use of industry-standard estimating software (Sage Estimating) and other quantity surveying tools that add quality and consistency to the cost estimating process. These tools allow us to more accurately identify project cost drivers and prioritize budgetary pricing requests from the market. Experience has shown that this approach is superior to relying on published pricing manuals created for the general construction industry. Carollo offers a unique, construction-based cost estimating resource that can provide VVWRA with reliable estimates that allow you to maximize project benefits while maintaining your budget.

SCHEDULE

Carollo has developed a preliminary project schedule that shows major milestones and workshops. We propose refining our schedule based on input received from VVWRA Staff and using this schedule as an ongoing tool to facilitate timely decisions.



We utilize multiple tools to develop and update budget and schedule on a monthly basis. This includes tracking progress by task and budget, use of S-curves to track planned effort vs. actual effort, and resource planning with the schedule to be certain we have staff available at the right times. All of this allows us to continuously track progress, identify and dispel potential roadblocks to success, and keep the client updated.

– Jeff Weishaar, Project Manager

Fee Proposal

Carollo's fee estimate is provided in the table below. The table includes labor allocation for each major project task, anticipated expenses, and hourly rates for personnel.

Task Numbers	Task and Subtask Description	Hourly Billing Rate								Total Hours	Labor Fee
		Chris Loving, Senior Project Engineer	Jeff Weishaar, Project Manager	Walid Wasfy, Lead Engineer	Chris Heger, QA/QC	CAD	Document Processing	Graphics	Clerical		
1.0	Project Management and Administration	19	27	19	0	0	0	0	8	73	\$18,212.00
1.1	Project Management and Administration	16	24	16	0	0	0	0	8	64	\$15,872.00
1.2	Project Management	3	3	3	0	0	0	0	0	9	\$2,340.00
2.0	Project Kickoff Meeting and Needs Workshop	15	3	59	8	0	0	0	0	85	\$21,320.00
2.1	Data Collection	0	0	16	0	0	0	0	0	16	\$3,920.00
2.2	Site Investigation and Data Collection	3	3	3	0	0	0	0	0	9	\$2,340.00
2.3	Upcoming Project and Capacity Determination Workshop	4	0	24	4	0	0	0	0	32	\$8,020.00
2.4	Prepare Data and Review Data	8	0	16	4	0	0	0	0	28	\$7,040.00
3.0	Review Existing Drawings and Exhibits	39	9	79	20	24	12	6	4	193	\$49,176.00
3.1	Assessment and Study	8	0	12	4	0	0	0	0	24	\$6,060.00
3.2	Review and Assess Existing Switchgear and Generators	8	0	12	4	0	0	0	0	24	\$6,060.00
3.3	Review and Assess Facility Duty and Standby Loads	3	3	3	0	0	0	0	0	9	\$2,340.00
3.4	Prioritization and Equipment Locations Workshop	8	0	16	4	0	0	0	0	28	\$7,040.00
3.5	Prepare Recommendations and Cost Estimates	8	4	24	4	16	8	4	0	68	\$14,496.00
3.6	Prepare Draft Report	4	2	12	4	8	4	2	4	40	\$8,364.00
3.7	Prepare Final Report	4	4	4	4	0	0	0	4	20	\$4,816.00
4.0	Quality Management	8	5	16	2	2	2	1	1	37	\$8,786.00
4.1	Additional Engineering Services (max. 10% of project cost)	8	5	16	2	2	2	1	1	37	\$8,786.00
TOTAL		81	44	173	30	26	14	7	13	388	\$97,494.00

Insurance

INSURANCE REQUIREMENTS

Carollo currently maintains a comprehensive general business liability insurance policy that covers bodily injury, property damage, and vehicular liability. We also maintain a professional liability policy that covers negligent errors and omissions.

Supporting documentation as required in the RFP are provided in the following pages.



CERTIFICATE OF LIABILITY INSURANCE

7/4/2023

DATE (MM/DD/YYYY) **10**
9/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : Continental Casualty Company		20443
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 18941874 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	GLO 9730569	7/4/2022	7/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2022	7/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL. \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9730570	7/4/2022	7/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2022	7/4/2023	EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Regional Plant Emergency Power Engineering Study - RFP, Victor Valley Wastewater Reclamation Authority, its members, directors, officers, and employees are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER 18941874 Victor Valley Wastewater Reclamation Authority 20111 Shay Rd. Victorville CA 92394	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joseph M. Amello</i>
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Waiver of subrogation applies to workers compensation/employer's liability where allowed by state law and as required by written contract. General Liability and Auto Liability include severability of interests. General Liability, Auto Liability & Workers' Compensation Deductibles: N/A. Professional Liability Deductible: \$500,000. The excess/umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions.

Litigation

CLAIMS AND LITIGATION

Carollo has not filed any claims against any clients and/or third parties related to the provision of our services within the last five years. Carollo has had the following claims filed against the firm related to the provision of services within the last five years:

- In 2017, Carollo was brought into a lawsuit between a client and the construction contractor claiming project delays related to the construction of a new wastewater treatment plant. The matter went to trial and Carollo was subsequently found to have no liability for any of the claims.
- In 2018, Carollo, the construction contractor, and a client were the subject of a lawsuit filed by property owners along a sewer interceptor realignment project where construction operations extended beyond the originally projected construction completion date. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2019, Carollo and several other large water engineering firms doing business in Florida were sued by a private citizen who has a history of suing governmental entities (i.e., his most recent lawsuit was against the Federal Reserve). The overall allegations of the citizen center around claims that Carollo was working with the other noted water firms to hide an alleged underground water source on the plaintiff's/citizen's property from our Florida clients. The lawsuit was dismissed.
- In 2020, Carollo and their joint venture partner were the subject of a lawsuit filed by a client related to tank corrosion as part of a design-build project completed in 2005. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2021, Carollo was the subject of a lawsuit filed by a client related to the replacement of trickling filter media as part of a wastewater treatment plant rehabilitation project. Carollo denies responsibility for any of the claims. The lawsuit is in progress.
- In 2021, Carollo and the construction contractor were the subject of a lawsuit filed on behalf of a client via subrogation by their insurance carrier related to ozone equipment installed as part of a new surface water treatment plant project. The lawsuit was dismissed.

CONFIDENTIAL

Other Information

Carollo's bench strength includes 1,300 employees firm-wide, including 350 employees within California, alone, to support project services.

RECORD OF STAFFING TASKS EFFICIENTLY

Carollo routinely leverages our staff resources to draw upon specific national expertise to deliver projects of any size, and to increase overall client service. Carollo's local staff resources are available to respond rapidly under any project situation and includes specialists in all disciplines of water and wastewater engineering.

We have developed this team with key individuals who are committed for the duration of the project. Additionally, Carollo has tailored an approach that meets project challenges and demonstrates our understanding of what is needed to successfully complete the range of tasks under VVWRA's contract, on-time and within budget. Our approach revolves around an emphasis on frequent communication; key senior staff involvement at all project stages; frequent comparison of planned versus actual budget; and astute project planning. We have had the opportunity to demonstrate this commitment to you on numerous occasions, as highlighted in the table in the Experience section.

COMMUNITY INVOLVEMENT

Carollo's involvement within the community is highlighted in the Appendices.

PREVIOUS INVOLVEMENT WITH VVWRA

Carollo's previous project involvement is highlighted in the Experience section.

Appendices



Jeffrey A. Weishaar, P.E.

Jeff Weishaar, a civil and environmental engineer with Carollo Engineers, has worked on various wastewater projects, including elements of analysis, design, and construction.

Education

MS Environmental Engineering, University of Missouri, Rolla, 2006

BS Civil Engineering, University of Missouri, Rolla, 2004

Licenses

Civil Engineer, California

Professional Affiliations

American Society of Civil Engineers

Society of American Military Engineers

Water Environment Federation

Relevant Experience

→ Project engineer for the City of Barstow, California, Wastewater Treatment Plant Improvements Phase 1 Project. This project covered multiple subtasks including condition assessment of the wastewater treatment plant, project development and ranking, process modeling, preliminary design, and final design. The Phase 1 construction project includes rehabilitation of the aeration basins, secondary clarifiers, and gravity thickener, as well as SCADA upgrades, a new dewatering facility and new standby generator and additional miscellaneous site piping, and electrical and instrumentation upgrades. The Phase 2 construction project will include upgrades to the primary clarifiers and aerobic digesters as well as a new influent pump station, a new electrical control building and additional SCADA, electrical, and instrumentation upgrades.

→ Project manager for the South Orange County Wastewater Authority, California, Coastal Treatment Plant Export Sludge Equalization Basin Design-Build Project. The project included preliminary design of a sludge holding tank, export pumping station, and electrical building for storage and pumping of the Coastal Plant's primary and thickened sludges. The sludges are pumped approximately 4 miles to a nearby facility for processing. Preparation of the design-build procurement package included development of plans and specifications to a 60-percent completion level, preparation of the design-build agreement, agreement forms, and the request for proposals. Bids were received and evaluated from multiple design-build teams. Carollo is currently operating as the Owner's representative in overseeing the final design and construction and providing inspection services.

→ Project engineer for the South Orange County Wastewater Authority, California, J.B. Latham Wastewater Treatment Plant

Digester 3 Repairs. The project included delivery of a preliminary design report analyzing the necessary repairs to the digester's mechanical appurtenances and instrumentation to improve safety and operations reliability. Drawings and specifications were prepared for concrete repair and recoating, piping and valve modifications, and instrumentation upgrades.

→ Project manager for the Encina Wastewater Authority, California, Process Master Plan for the Encina Water Pollution Control Facility. Carollo prepared a process master plan to evaluate existing process operations, recommended necessary enhancements, and ensured that the Encina Wastewater Authority continued operation with up-to-date technologies while maintaining effective reuse of Encina's water, biofuel, and biosolid resources.

→ Project engineer for the South Orange County Wastewater Authority, California, J.B. Latham Treatment Plant Facility Plan. The Facility Plan provided a 20-year planning window for liquid and solids treatment, flow analysis, odor control, energy management, site planning, and regulatory issues. Project duties included flow and plant capacity analysis, solids treatment analysis for thickening and digestion, site planning, cost estimating, and report preparation.

→ Project engineer for the City of Oceanside, California, La Salina Treatment Plant Facility Plan. Mr. Weishaar's responsibilities included condition assessment of civil, process, and mechanical facilities; identification of potential improvement projects; project cost estimating; and report preparation. Recommendations for project implementation, based on criticality and available budget, were provided to assist the City in preparing for their upcoming fiscal year budget and updating the Capital Improvements Program.



Christopher L. Loving, P.E.

Chris Loving is a lead electrical engineer and is Carollo's Community of Practice leader for electrical system studies. He has extensive experience in electrical and instrumentation design and construction management for both water and wastewater treatment facilities. He also has in-depth knowledge of short circuit studies, protective device coordination and arc flash studies and can perform electrical system studies in ETAP, SKM, and EasyPower. His projects typically have involved extensive coordination with other disciplines, understanding and incorporating plant operator input, and wide-ranging integration with existing facilities. Many projects have included detailed and complex construction sequencing plans to minimize plant downtime.

Education

MS Electrical Engineering,
Colorado School of
Mines, 2011

BS Electrical Engineering,
Colorado School of
Mines, 2007

Licenses

Professional Engineer,
Colorado, Mississippi,
Illinois, Virginia

Electrical Engineer,
Arizona, California,
Nevada

Relevant Experience

→ Lead electrical engineer and project engineer for the City of Simi Valley, California, Water Quality Control Plant (WQCP) Electrical Upgrades. The project was a series of electrical upgrade project that included pre-design, design, and engineering services during construction associated with the replacement of 480-volt switchgear and motor control centers that comprise the power distribution system at the WQCP. Design included a detailed construction sequence plan to minimize disruptions to plant operation as existing electrical equipment was taken out of service and ensures that all plant loads are supported by at least two sources of power derived from the utility service and either the plant standby diesel engine generator or a temporary standby engine generator provided by the contractor. Project involved understanding the Owner's needs and including a variety of process, HVAC, SCADA, fiber, and other upgrades.

→ Various electrical system studies for the City of Aurora, Colorado, System-Wide Arc Flash Studies and Reduction Project. The studies included the Binney Water Treatment Plant and a multi-site electrical system study for the rest of their over 30 pump stations, water treatment plants, and wastewater plant. Study included all field investigation, model construction, arc flash philosophy meetings, and training of City personnel.

→ Electrical and instrumentation engineer for the design and construction support for the South Orange County Wastewater Authority, California, Latham treatment Plant 650 kW Cogeneration System. Project

included extensive coordination with two other consultants performing work on the same construction documents including the service entrance gear being designed by others. Project included utilizing custom standards for the I&C design documents

→ Electrical and instrumentation engineer for the South Orange County Wastewater Authority, California, Regional Treatment Plant 846 kW Cogeneration System Design. Project includes extensive utility coordination and developing California Rule 21 documentation and assistance with the utility interconnection agreement. The design includes all new switchgear and several other pieces of distribution gear. Extensive integration with the existing electrical distribution system was required and a detailed temporary power plan/construction sequence was developed as a part of this project.

→ Lead electrical engineer for the City of Los Angeles, California, Hyperion 100% Recycled Water Program. Building on several preliminary studies that evaluated the improvement of secondary effluent for the purpose of advanced treatment at the West Basin Municipal Water District for industrial and indirect potable reuse, Carollo was retained for a large program that aims at achieving 100% reuse of the future average 250 mgd of water collected at the Hyperion Water Reclamation Plant (HWRP) by 2035 in accordance with the City of LA Mayor, Eric Garcetti vision.



Walid W. Wasfy, P.E.

Walid Wasfy has more than 10 years of experience with a diverse background in electrical design, operation, and construction experience ranging from nuclear power, commercial, light industrial, and institutional to municipal and healthcare. He is a published specialist in electrical cable testing and condition monitoring. Mr. Wasfy's experience features investigating and troubleshooting a variety of industrial electrical systems installed in nuclear power plants as well as other industrial applications.

Education

BS Electrical Engineering,
University of California,
2011

Licenses

Professional Engineer,
California

Certification

Certified Test Technician
Level II, InterNational
Electrical Testing
Association

Relevant Experience

→ Senior electrical engineer for the San Diego Gas & Electric, California, Drone Investigation, Assessment, and Repair Project. Mr. Wasfy was Team Lead for the San Diego Drone Investigation, Assessment, and Repair Team that used drone imagery to inspect and identify vulnerabilities in installed distribution poles and power lines and fixed those vulnerabilities before they caused any accidents. He also worked with San Diego Gas & Electric to establish program guidelines, processes, and design templates for the project.

→ Project lead and lead electrical engineer for the Imperial Irrigation District, El Centro, California, 230 kV Transmission Upgrade Project. The project included a 230 kV transmission line design and construction. Mr. Wasfy was responsible for the electrical aspects of the project design and overall project management; planning and coordination with internal and external stakeholders; and oversight of electrical components for construction and commissioning of the line.

→ Electrical engineer at the Oyster Creek Generating Station in Forked River, New Jersey. Responsibilities included Plant Modifications and Design Change Packages for electrical equipment. Projects included the complete overhaul and virtualization of the Control Room Plant Computer System. Also, owned the maintenance and testing program for control, instrumentation, and power cables at the power plant. Lastly, supported various emergent plant issues and failure investigations.

→ Electrical engineer for the City of Anaheim, California, 12kV Distribution Undergrounding Project. Converted existing overhead transmission, distribution, and communication lines to underground facilities. Also, supported a new 12 kV

overhead power line to serve the Aliso Canyon Gas Storage Facility in Los Angeles and designed a new substation to serve the new loads in the facility.

→ Associate electrical engineer for the Inland Empire Utilities Agency, California, Wastewater Treatment Electrical Commissioning Project. Mr. Wasfy was responsible for electrical equipment at the Agency's four wastewater treatment facilities, as well as monitored construction work in progress, including field investigations, to ensure compliance with approved electrical plans, specifications, and standards.

→ Electrical engineer at the San Onofre Nuclear Generating Station in San Clemente, California. Responsibilities included the maintenance and testing program for control, instrumentation, and power cables at the power plant. His duties included introducing new 4160 V cable testing technology to the plant and working with the Electric Power Research Institute (EPRI) on creating new testing procedures to support the new testing. Also, supported various emergent plant issues and failure investigations.

Publications

→ C.J. Kiger, C. D. Sexton, H. M. Hashemian, R. D. O'Hagan, L. Dormann & W. Wasfy (2017) Implementation of New Cable Condition-Monitoring Technology at Oyster Creek Nuclear Generating Station, *Nuclear Technology*, 200:2, 93-105, DOI: 10.1080/00295450.2017.1360716



Andrew C. Gilmore, P.E.

Andrew Gilmore is a vice president and membrane bioreactor (MBR) chief technologist with Carollo. He is an accomplished civil engineer with 25 years of consulting experience, including professional experience in project management, wastewater treatment process and design, construction administration, water system process and design, civil site design, and cost estimating. Mr. Gilmore's experience also includes permitting for water and wastewater projects.

Education

MS Water Engineering,
California Polytechnic
State University, San Luis
Obispo, 2001

BS Engineering Geology,
State University of New
York, Stony Brook, 1996

Licenses

Civil Engineer, Arizona,
California, Nevada

Professional Engineer,
Florida, District of
Columbia, Georgia,
Virginia, New Jersey, New
York, Maryland, Texas,
Colorado, New Mexico,
Hawai'i

Professional Affiliations

Arizona Water
Association

Arizona Public Works
Association

Water Environment
Federation

American Membrane
Technology Association

Relevant Experience

→ Project manager for the Victor Valley Wastewater Reclamation Authority, California, Water Reclamation Scalping Plants using Membrane Bioreactors (MBRs) project. This project includes two MBR Wastewater Scalping Plants for the Cities of Hesperia and Town of Apple Valley, California. Both facilities have an initial phase of 1-mgd capacity, with capabilities to expand with two subsequent phases to 2 mgd and later 4 mgd capacity. Project elements include fine screening, biological nutrient removal (BNR) aeration basins, submerged membrane filtration, ultraviolet (UV) disinfection, and an in ground biofilter. The project required extensive public outreach for which the team developed 3D renderings to aid the outreach efforts.

→ Project principal for the Fountain Hills Sanitation District, Arizona, Wastewater Treatment Plant and Advanced Water Treatment Miscellaneous Improvements. n a program consisting of a series of four projects, the Carollo team rehabilitated and replaced numerous aspects of the plant, including upgrades to the influent pump station, aerobic digester modifications, new aerobic digester blowers, aeration and air piping modifications, clarifier rehabilitation, new solids thickening and dewatering equipment, electrical upgrades, and controls upgrades. Current project involves process automation improvements to the aeration basins.

→ Project manager for the Inland Empire Utilities Agency, California, RP-1 Capacity Recovery project. Work included preliminary and final design to recover capacity to 40-mgd from the existing 28-mgd. Expansion components include a new fine screen facility, new membrane facilities (conversion to MBR), new acid phase digesters, and

rehabilitation of various existing unit processes.

→ Project manager for the City of Chandler, Arizona, Ocotillo Water Reclamation Facility Expansion Design. This 6.6-MGD expansion with several new 18-MGD facilities involved permitting, public outreach, and design for an MBR expansion. Andrew worked on the MBR liquids treatment upgrade consisting of coarse and fine screening, bioreactor basins, membrane tanks, clean-in-place (CIP) facilities, submerged membrane filters, and chlorine disinfection. Work efforts also include modifications to the new Airport Lift Station to serve as a joint influent pump station, new joint headworks, membrane bioreactor treatment, disinfection, basin/tank covers, foul air ductwork and associated odor control systems, solids handling facilities, as well as effluent water storage and pumping facilities. Design also includes a new administration building, process laboratory, extensive perimeter landscaping, and coordination with the construction manager at risk (CMAR) contractor.

→ Project manager for the Carpinteria Sanitary District, California, Aerated Sludge Holding Tank Improvements project. Providing engineering services during construction for replacing an aerobic digester at the Carpinteria Sanitary District's wastewater treatment plant. The new rectangular aerobic digester was designed with multiple compartments and a piping configuration that allows for optimal flexibility and performance.



Christopher A. Heger, P.E.

Chris Heger joined Carollo in 2008, gaining experience in construction management and electrical and instrumentation design for both water and wastewater treatment facilities. Chris has experience in medium voltage and low voltage design, including development of conduit plans, design of power generation systems and automatic controls, P&ID development, and experience on many water and wastewater projects.

Education

MS Electrical Engineering,
Colorado School of
Mines, 2012

BS Electrical Engineering,
Colorado School of
Mines, 2008

Licenses

Professional Engineer,
Colorado, Minnesota,
New Jersey, New York,
North Carolina,
Oklahoma, South
Carolina, Wisconsin

Professional Affiliations

Institute of Electrical and
Electronics Engineers
Lightning Protection
Institute

Relevant Experience

→ Electrical engineer for the Santa Fe Irrigation District, Rancho Santa Fe, California, R.E. Badger Water Filtration Plant (WFP) Electrical Distribution System Replacement project. Replacement of the 12 kV service entrance equipment, 4.16 kV switchgear with hydroelectric generator synchronizing equipment, low voltage emergency generator, low voltage distribution switchgear, 7 MCCs, and all lighting/ distribution panels. As part of the MCCs replacement, the existing controls and power cables were re-used, which required significant coordination between Carollo/contractor/manufacturer of the MCCs. Installation of the new switchgear also required the construction of a new electrical building where an isolated control room was provided to remove the staff from arc flash hazards.

→ Lead electrical engineer and project engineer for the City of Oklahoma City, Oklahoma, Draper WTP Emergency Generator System. Design included 4 – 2,725 kW prime rated Tier 4 diesel generators and the paralleling switchgear for operating in parallel with the utility, Oklahoma Gas and Electric. Support systems included onsite diesel fuel storage, urea storage for the Tier 4 exhaust after-treatment system, and the building to house all equipment. The design documents included a pre-procurement package for the generators and switchgear, power generation studies, one-lines, elevations, detailed conduit plans, cable tray routing plans, schematics, security and fire alarm plans, P&IDs, network drawings, and site duct bank routing.

→ Electrical lead for the City of Aurora, Colorado, North Campus Electrical Phase II. In order to improve electrical safety and standardize on control across the North Campus Well Field, Carollo provided the

design for the electrical, control, and programming replacement for 17 wells including the separation of power from control for arc flash safety and the re-programming of each well to provide consistency across the wellfield and the City. Control narratives were developed to simplify and optimize operation based on experience from historical production.

→ Lead electrical engineer for the City of Fort Collins, Colorado, LaPorte WTF Master Planning Services. Field investigation and condition assessment of the existing electrical and controls infrastructure. Staff surveys were conducted to understand the needs and desires of management, IT, and O&M. Based on findings from the field investigation and staff surveys, recommended projects were scoped, prioritized, and budgeted for integration into the facilities short and long-term Capital Improvements Project schedule.

→ Electrical engineer and project engineer for the City of Oklahoma City, Oklahoma, Electrical System Study. A field investigation as well as a load study, shock hazard analysis, arc flash hazard analysis, and protective device coordination studies for 8 treatment facilities, and over 60 remote facilities in their pumping and distribution system. The facilities range from single pump installations up to 10 >1,000-hp medium voltage pumps.

→ Construction management services during the construction of the Santa Fe Irrigation District, Rancho Santa Fe, California, R.E. Badger WFP Electrical Distribution System Replacement. Replacement of the 12 kV service entrance equipment, 4.16 kV switchgear with hydroelectric generator synchronizing equipment, low voltage emergency generator, low voltage distribution switchgear, 7 MCCs, and all lighting/distribution panels.



Carollo is committed to community service and social corporate responsibility.

COMMUNITY INVOLVEMENT

The following pages summarize a program we are very proud of. It outlines our commitment to the people in the communities in which we serve. We call it...Carollo Cares.

For more than 80 years, Carollo Engineers has been a part of the communities we serve. We are more than just consultants, we are residents, and through the Carollo Cares program, we are proud to donate our time, energy, and resources to making our communities better places to live and work. Our outreach programs range from workplace giving for charitable organizations to educational outreach to volunteer activities to funding worthy programs that support our neighborhoods and cities.

STUDENT OUTREACH

Our industry is anticipating a future shortage of qualified water industry professionals. Carollo is committed to engaging students of all ages and sustaining their interest in engineering and water quality related fields to help improve future prospects. Encouraging and supporting employee involvement in such outreach activities also offers opportunities for our employees to contribute in meaningful ways.



COMMUNITY IMPROVEMENTS

Carollo employees have a vested interest in improving the communities where we work, live, and play. Recently, the City of Los Angeles hosted a ribbon cutting ceremony to celebrate the Broadway Neighborhood Greenway Project, an initiative aiming to green and enhance the public space in South LA through Low Impact Development (LID). Designed, planned, and implemented by Carollo, the Project was essential to help the City find a way to engage its citizens, in an effort to help reduce the amount of rain water flowing from the roofs of their homes, and into the street and storm drain system. As part of the Project, homeowners within the target area were able to participate and beautify the neighborhood by making their homes more environmentally friendly, and in turn, doing their part to improve local water quality.





VOLUNTEERING

Our employees regularly donate their time and energy to help those less fortunate or in need of a little help. We support local shelters and food banks and participate in clothing and toy drives during the holiday season for such entities as Toys for Tots and the Salvation Army's Adopt a Family and Angel Tree programs, Big Brothers and Big Sisters of America. Our employees have also mentored troubled teens and youths as part of foster programs run by public and private organizations.



INTERNATIONAL SUPPORT

Though not strictly part of the "communities we serve," the Carollo family also supports other worthy causes around the globe. We believe that sharing, caring, and supporting international communities is part of our responsibility as well. Our employees support organizations such as Doctors Without Borders, Habitat for Humanity, Project C.U.R.E., the Kilung Foundation, the Autism Research Insitute, and the Juvenile Diabetes Research Foundation.



A special place in our collective hearts is reserved for Water For People, an international organization focused on increasing awareness about the lack of safe drinking water, adequate sanitation, and good hygiene practices in many parts of the world. Our offices have held fundraising events every May and June for the last 10 years to support this worthwhile endeavor.

