

STEGE SANITARY DISTRICT BOARD OF DIRECTORS MEETING
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA
MAY 18, 2023 @7:00 P.M.
www.stegesan.org • staff@stegesan.org

***** AGENDA *****

Items on the agenda may be taken out of order.

Public comment is limited to three (3) minutes for each individual speaker.

In accordance with California Government Code Section 54957.5, any writing that is a public record and relates to an open session agenda item which is distributed less than 72 hours prior to the meeting shall be available for public inspection at the District Office, 7500 Schmidt Lane, El Cerrito, during regular business hours. Copies of the agenda are posted on the District website at www.stegesan.org. Those disabled persons requiring auxiliary aids or services in attending or participating in this meeting should notify the District at least 48 hours prior to the meeting at 510/524-4668.

Members of the public can observe the live stream of the meeting by accessing <https://zoom.us/j/84090509848> or by calling (669) 900-9128 and entering the Meeting ID# 840 9050 9848 followed by the pound (#) key.

Public comment can be sent remotely by delivering to 7500 Schmidt Lane, El Cerrito, CA 94530 or via email to comments@stegesan.org with "Public Comment" in the subject line. To provide written comment on an item on the agenda or to address the Board during Public Comment, please note the agenda item number that you want to address or whether you intend for the comment to be included in Public Comment. Comments timely received 15 minutes before the starting time of the meeting will either be provided as written comment or be read into the record, with a maximum allowance of 3 minutes per individual comment read into the record, subject to the Board President's discretion. Copies of all timely received written comments will be provided to the Board and will be added to the official record.

Pursuant to AB 2449, Board Members may be attending this meeting via remote conferencing. In the event that any Board Member elects to attend remotely, all votes conducted during the remote conferencing session will be conducted by roll call vote.

I. Call To Order

II. Roll Call

Agenda Items: Directors and Officers of the Board will consider and announce if they have any conflicts of interest posed by items on the meeting agenda.

III. Public Comment

(Members of the public are invited to address the Board concerning topics that are **not** on the agenda)

STEGE SANITARY DISTRICT BOARD OF DIRECTORS MEETING
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA
MAY 18, 2023 @7:00 P.M.
www.stegesan.org • staff@stegesan.org

IV. Approval of Minutes

- Motion: A. Approval of May 4, 2023 Board Meeting Minutes
(The Board will be asked to review and approve the minutes of the May 4, 2023 Board Meeting)

Info: **V. Communications**

- A. Oral/Written Communications
1. Brief reports from Directors on matters related to the District, including attendance at city or community meetings

VI. Reports of Staff and Officers

- Info: A. Attorney's Report
B. Manager's Report
1. Monthly Maintenance Summary Report
2. Monthly Report of Sewer Replacements and Repairs
3. Draft Budget
4. Draft Newsletter
5. Draft Informational Letter Re: AB 1337 (Wicks)
6. 4th of July Fair

Info/Motion: **VII. Business**

- A. Resolution No. 2225-0523 Approving and Authorizing Consulting Services Agreement between the Stege Sanitary District on Behalf of the Collection System Technical Advisory Committee and Humphrey Consulting
(The Board will consider approval of the resolution)

Info/Motion **VIII. Financial Statements**

- A. Monthly Investment, Cash, Receivables Report
B. Monthly Operating Statement
C. Time Value Investments – Certificate of Deposits
D. Projected Available Cash Report
(The Board will review the reports and statements)

STEGE SANITARY DISTRICT BOARD OF DIRECTORS MEETING
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA
MAY 18, 2023 @7:00 P.M.
www.stegesan.org • staff@stegesan.org

IX. Approval of Checks

Info/Motion:

A. Checks for May 18, 2023 - Fund No. 3418 & 3423

(The Board will be asked to approve the May 18, 2023 checks)

Info:

X. Future Agenda Items

June 1, 2023

Draft Budget

Review Directors Meeting Compensation

District Working Capital and Reserve Policy

July 4th Fair Discussion

CASA Conference

June 15, 2023

Approve Employee Salary Ranges

Approve and Adopt Final Budget

Review and Approve Incentive Award

Adopt Employee Incentive Award Goals & Objectives

July 4th Fair Discussion

Consent Decree Quarterly Report

CASA Conference

CLOSED SESSION – Counsel Performance Evaluation

CLOSED SESSION

Public Employment Performance Evaluation

Gov. Code § 54957

Title: District Manager

Conference with Labor Negotiator

Gov. Code § 54957.6

Agency Designated Representative: Board President Christian-Smith

Unrepresented Employee: District Manager

XI. Adjournment

STEGE SANITARY DISTRICT BOARD OF DIRECTORS MEETING
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA
MAY 18, 2023 @7:00 P.M.

www.stegesan.org • staff@stegesan.org

(The next meeting of the Stege Sanitary District Board of Directors is scheduled to be held on June 1, 2023 at 7:00 P.M. at the District Board Room, 7500 Schmidt Lane, El Cerrito, California.)

STEGE SANITARY DISTRICT BOARD OF DIRECTORS
MEETING OF MAY 4, 2023
TIME OF MEETING: 7:00 P.M.
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

***** MINUTES *****

I. **Call To Order:** President Christian-Smith called the meeting to order at 7:00 P.M.

II. **Roll Call:** Present: Beach, Gilbert-Snyder, Merrill, O’Keefe, Christian-Smith
Absent: None
Others Present: Rex Delizo, District Manager

Agenda Items: Directors and Officers of the Board did not announce any conflicts of interest posed by items on the meeting agenda.

III. **Public Comment:** There was no public comment.

IV. **Approval of Minutes**

A. Approval of April 20, 2023 Board Meeting Minutes

MOTION: By Gilbert-Snyder, seconded by Beach, to approve the minutes of the April 20, 2023 Board Meeting, as amended

VOTE: AYES: Beach, Gilbert-Snyder, Merrill, O’Keefe, Christian-Smith
NOES: None
ABSTAIN: None
ABSENT: None

V. **Communications**

A. Oral/Written Communications

1. Brief reports from Directors on matters related to the District, including attendance at city or community meetings

STEGE SANITARY DISTRICT BOARD OF DIRECTORS
 MEETING OF MAY 4, 2023
 TIME OF MEETING: 7:00 P.M.
 DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

Merrill reported on his attendance at a recent El Cerrito Democratic Club General Membership Meeting at which El Cerrito Mayor Lisa Motoyama gave a “State of the City” presentation.

2. ARTICLE – California’s lengthy battle for water rights moves into the Legislature

The Board received the article.

VI. Reports of Staff and Officers

A. Manager’s Report

1. Draft Budget FY 2023 - 2024

The Manager reported on the latest draft of the budget.

2. 4th of July Fair

The Manager reported on the plans for the upcoming fair.

3. Draft Endeavor Newsletter

The Manager reported on the latest draft of the newsletter. The Board suggested some changes and asked staff to bring back another draft at a future Board meeting.

VII. Business

A. Appointment of Labor Negotiator – Board President

The Board appointed the Board President as labor negotiator for the purpose of negotiations with the District Manager.

MOTION: By Merrill, seconded by O’Keefe, to appoint the Board President as labor negotiator for the purpose of negotiations with the District Manager

VOTE: AYES: Beach, Gilbert-Snyder, Merrill, O’Keefe, Christian-Smith

NOES: None

ABSTAIN: None

ABSENT: None

STEGE SANITARY DISTRICT BOARD OF DIRECTORS
 MEETING OF MAY 4, 2023
 TIME OF MEETING: 7:00 P.M.
 DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

B. Review of Comparable Agencies

The Board reviewed the list of agencies considered comparable to the District for salary and benefit comparison purposes. The Board asked staff to provide the salaries of comparable positions from the City of Berkeley and City of Albany when considering the District Manager salary.

C. Local Agency Formation Commission (LAFCO) Election

The Board reviewed and discussed the candidates for the Special District Alternate Member on Contra Costa LAFCO.

MOTION: By Gilbert-Snyder, seconded by Beach, to approve casting a vote for Michelle Lee for the 2023 Special District Alternate Member on Contra Costa LAFCO

VOTE: AYES: Beach, Gilbert-Snyder, Merrill, O’Keefe, Christian-Smith
 NOES: None
 ABSTAIN: None
 ABSENT: None

D. Professional Auditing Services – Evaluation of Proposals

The Board evaluated, rated, and scored the proposals and chose a firm based on the rankings.

MOTION: By O’Keefe, seconded by Christian-Smith, to approve the selection of Chavan & Associates LLP as the firm to provide Professional Auditing Services for the District

VOTE: AYES: Beach, Gilbert-Snyder, Merrill, O’Keefe, Christian-Smith
 NOES: None
 ABSTAIN: None

STEGE SANITARY DISTRICT BOARD OF DIRECTORS
 MEETING OF MAY 4, 2023
 TIME OF MEETING: 7:00 P.M.
 DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

ABSENT: None

VIII. Approval of Checks

A. Checks for May 4, 2023 - Fund No. 3418 & 3423

MOTION: Gilbert-Snyder, seconded by Merrill, to approve the payment of the bills, Check Nos. 28142 through 28153 in the amount of \$10,736.77

VOTE: AYES: Beach, Gilbert-Snyder, Merrill, O’Keefe, Christian-Smith

NOES: None

ABSTAIN: None

ABSENT: None

IX. Future Agenda Items

May 18, 2023

Draft Budget

July 4th Fair Discussion

CLOSED SESSION – Manager Performance Evaluation

CLOSED SESSION – Conference with Labor Negotiator

+*Draft Newsletter*

+*TVI – Certificate of Deposits*

+ *Projected Available Cash Report*

June 1, 2023

Draft Budget

Review Directors Meeting Compensation

District Working Capital and Reserve Policy

July 4th Fair Discussion

CASA Conference

CLOSED SESSION

STEGE SANITARY DISTRICT BOARD OF DIRECTORS
MEETING OF MAY 4, 2023
TIME OF MEETING: 7:00 P.M.
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA

Public Employment Performance Evaluation

Gov. Code § 54957

Title: District Manager

The Board cancelled the closed session and will recommence the evaluation process at the next meeting.

X. Adjournment

The meeting was adjourned at 8:13 P.M. The next regular meeting of the District Board of Directors will be held on Thursday, May 18, 2023 at 7:00 P.M. at the District Board Room, 7500 Schmidt Lane, El Cerrito, California

Rex Delizo
STEGE SANITARY DISTRICT
Secretary

**STEGE SANITARY DISTRICT
MONTHLY MAINTENANCE SUMMARY REPORT
April 2023**

1. ROUTINE PREVENTIVE MAINTENANCE ACTIVITIES

There were 20 normal working days	Days	Feet
Unit #10 (combo) operated:	12	53,449
Unit #11 (rodder) operated:	0	0
Unit #15 (video) operated:	7	12,089
Unit #16 (combo) operated:	8	14,213

	Month (feet)		Quarter (feet)		
	Planned	Unplanned	Planned	Unplanned	Remaining
Total Cleaned	54,561	13,101	54,561	13,101	147,509
Total Video	5,641	6,448	5,641	6,448	54,440

2. MONTHLY SERVICE CALLS

After-hour service calls: 0 Calls 0 Calls Out

SERVICE CALLS, OVERFLOWS, AND BACKUPS

YEAR	MO	SERVICE CALLS		LATERAL PROBLEMS		STRUCTURAL MAINLINE FAILURES		MAINLINE OVERFLOWS INTO HOMES	
		CURRENT MONTH	12 MONTH AVERAGE	CURRENT MONTH	12 MONTH AVERAGE	CURRENT MONTH	TOTAL LAST 12-MOS	CURRENT MONTH	TOTAL LAST 12-MOS
2023	4	7	12.9	4	7.1	1	2	0	0
CATEGORY 1 SSOs		OVERFLOWS CAUSED BY MAINLINE				OVERFLOWS RELATED TO WET WEATHER			
CURRENT MONTH	TOTAL LAST 12-MONTHS	CURRENT MONTH	TOTAL LAST 12-MONTHS	CURRENT MONTH	TOTAL LAST 12-MONTHS				
0	1	0	8						

3. SAFETY AND TRAINING

Safety and training meetings were conducted twice a month.

MONTHLY SERVICE CALLS

April-2023

DATE	MH UP/DN	ADDRESS	PRBLM IN	TYPE	LOC	CAUSE	END	COMMENTS
4/3/2023 Monday 8:47 AM	161232 161231	1733 LEXINGTON AVE. EL CERRITO, CA 94530 <i>Last Call: 3/20/2023</i>	Main <input type="checkbox"/> Lateral <input checked="" type="checkbox"/> Other <input type="checkbox"/>	C, LC				WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM.
4/6/2023 Thursday 8:30 AM	261010 261009	650 CLAYTON AVE. EL CERRITO, CA 94530	Main <input type="checkbox"/> Lateral <input type="checkbox"/> Other <input checked="" type="checkbox"/>	E				WE FOUND THIS TO BE EBMUD PROBLEM.
4/7/2023 Friday 11:08 AM	261316 261312	747 BALRA DR. EL CERRITO, CA 94530 <i>Last Call: 1/23/2009</i>	Main <input type="checkbox"/> Lateral <input checked="" type="checkbox"/> Other <input type="checkbox"/>	C				WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM.
4/10/2023 Monday 2:04 PM	189106 189104	2649 CARQUINEZ AVE. EL CERRITO, CA 94530 <i>Last Call: 5/20/2015</i>	Main <input type="checkbox"/> Lateral <input type="checkbox"/> Other <input checked="" type="checkbox"/>	T				NOISE COMING FROM MAINTENANCE CLEANING, AND SEWAGE CAME UP IN THE TOILET.
4/10/2023 Monday 2:35 PM	227121 227115	6707 LINCOLN AVE. EL CERRITO, CA 94530 <i>Last Call: 8/29/2022</i>	Main <input type="checkbox"/> Lateral <input type="checkbox"/> Other <input checked="" type="checkbox"/>	T				INSTALLED RAPO AROUND THE MANHOLE.
4/17/2023 Monday 10:55 AM	142417 142415	7351 DONAL AVE. EL CERRITO, CA 94530	Main <input type="checkbox"/> Lateral <input checked="" type="checkbox"/> Other <input type="checkbox"/>	C,OF				WE FOUND THIS TO BE THE CUSTOMER'S PROBLEM.
4/27/2023 Thursday 1:00 PM	231519 231506	244 AMHERST AVE. KENSINGTON, CA 94707	Main <input checked="" type="checkbox"/> Lateral <input checked="" type="checkbox"/> Other <input type="checkbox"/>	B,D				CONTRACTOR BROKE THE MAIN LINE, CONCRETE GOT IN THE MAINLINE.

PROBLEM TYPE:

- Water (A)
- Broken Main (B)
- S/S Congestion (C)
- Debris in Main (D)
- EBMUD (E)
- Soft Stoppage (F)
- Grease (G)
- Lateral Cause (LC)
- Misc (M)
- MH Cover (MC)
- Odor (O)
- Overflow (OF)
- PG+E (P)
- Roots (R)
- Surcharge (S)
- Storm Drain (SD)
- Unknown (U)
- Other (T)
- Wipes/Rags (W)

SPILL

- LOCATION:**
- Lamp/Manhole (MH)
 - Mainline (ML)
 - Lateral (L)
 - Cleanout (CO)
 - Building (BLDG)
 - Other (O)

SPILL

- CAUSE:**
- Blockage (B)
 - Surcharge (S)
 - Line Break (ML)
 - Other (O)

SPILL END

- LOCATION:**
- Building (BLDG)
 - Creek (C)
 - Strt/Pvmnt (ST)
 - Storm Drn (SD)
 - Yard (Y)
 - Other (O)

MAINLINE:	1
LATERAL:	4
OTHER:	3
TOTAL SERVICE CALLS:	7
MAINLINE OVERFLOW:	0
MAINLINE SURCHARGE:	0

SANITARY SEWER OVERFLOWS (SSOs) LAST 12 MONTHS

May-2023

DATE	MH UP/DN	ADDRESS	PRBLM IN	TYPE	LOC	CAUSE	END	COMMENTS	CAT*	VOL	RCVR'D	NET
5/7/2022 Saturday 1:30 PM	292102 292004	1126 RICHMOND ST. EL CERRITO, CA 94530	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	OF, R	MH	B	ST	SOFT STOPPAGE IN MAIN LINE. FOUND ROOTS AND RAGS IN LINE.	CAT 4	1 gallons	1 gallons	0 gallons
6/8/2022 Wednesday 9:54 AM	282319 220026	6831 STOCKTON AVE. EL CERRITO, CA 94530	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	D, E	CO	B	ST,SD,Y	EBMUD DAMAGED LAMPHOLE #282318 AND FILLED WITH ASPHALT.	CAT 4	80 gallons	80 gallons	0 gallons
8/8/2022 Monday 11:30 PM	273103 273001	27 SUNSET DR. KENSINGTON, CA 94707	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	LC, R	BLDG	B	ST	LATERAL ROOT CAUSED SSO.	CAT 4	15 gallons	10 gallons	5 gallons
11/19/2022 Saturday 1:49 PM	234220 234205	285 LEXINGTON AVE. KENSINGTON, CA 94707	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	D,F,OF	MH	B	ST	SOFT STOPPAGE DUE TO DEBRIS AND WIPES	CAT 4	3 gallons	0 gallons	3 gallons
12/5/2022 Monday 9:13 PM	281406 281405	938 AVIS DR. EL CERRITO, CA 94530	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	OF,R,W	MH	B	Y	WIPES AND ROOTS CAUSED SSO	CAT 3	112 gallons	0 gallons	112 gallons
1/12/2023 Thursday 10:05 AM	234016 234015	620 COVENTRY RD. KENSINGTON, CA 94707	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	G, R, W	MH	B	SD,Y,ST	ARRIVED ON SITE FOUND MANHOLE OVERFLOWING. WE BROKE THE STOPPAGE AND CLEANED UP.	CAT 1	10,660 gallons	0 gallons	10,660 gallons
2/7/2023 Tuesday 11:53 AM	184102 184101	11755 SAN PABLO AVE. EL CERRITO, CA 94530	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	B,D, P	ML	ML	ST, SD	PG&E BROKE DISTRICT LINE	CAT 4	5 gallons	5 gallons	0 gallons
2/15/2023 Wednesday 7:40 PM	265304 265303	838 SEA VIEW DR. EL CERRITO, CA 94530	Main <input checked="" type="checkbox"/> Lateral <input type="checkbox"/> Other <input type="checkbox"/>	D, OF, T	MH	B	SD, Y	BROKEN MANHOLE.	CAT 4	34 gallons	34 gallons	0 gallons

PROBLEM TYPE:

- Water (A)
- Broken Main (B)
- S/S Congestion (C)
- Debris in Main (D)
- EBMUD (E)
- Soft Stoppage (F)
- Grease (G)
- Lateral Cause (LC)
- Misc (M)
- MH Cover (MC)
- Odor (O)
- Overflow (OF)
- PG+E (P)
- Roots (R)
- Surcharge (S)
- Storm Drain (SD)
- Unknown (U)
- Other (T)
- Wipes/Rags (W)

SPILL

- LOCATION:**
- Lamp/Manhole (MH)
 - Mainline (ML)
 - Lateral (L)
 - Cleanout (CO)
 - Building (BLDG)
 - Other (O)

SPILL

- CAUSE:**
- Blockage (B)
 - Surcharge (S)
 - Line Break (ML)
 - Other (O)

SPILL END

- LOCATION:**
- Building (BLDG)
 - Creek (C)
 - Strt/Pvmnt (ST)
 - Storm Dm (SD)
 - Yard (Y)
 - Other (O)

TOTAL MAINLINE SSOs: 8
 MAINLINE BREAK SSOs: 1
 MAINLINE SURCHARGE SSOs: 0
 CATEGORY 1 SSOs: 1
 SSOs INTO BUILDINGS: 0

TOTAL SSO VOLUME (GALS): 10,910
 TOTAL VOLUME RECOVERED (GALS): 130
 TOTAL VOLUME UNRECOVERED (GALS): 10,780

DATE	MH UP/DN	ADDRESS	PRBLM IN	TYPE	LOC	CAUSE	END	COMMENTS	CAT*	VOL	RCVR'D	NET
------	----------	---------	----------	------	-----	-------	-----	----------	------	-----	--------	-----

*CATEGORY 1 SSO: Spill of any volume of sewage from or caused by a sanitary sewer system that results in a discharge to: A surface water, including a surface water body that contains no flow or volume of water; or A drainage conveyance system that discharges to surface waters when the sewage is not fully captured and returned to the sanitary sewer system or disposed of properly. Any spill volume not recovered from a drainage conveyance system is considered a discharge to surface water, unless the drainage conveyance system discharges to a dedicated stormwater infiltration basin or facility.

CATEGORY 2 SSO: Spill of 1,000 gallons or greater, from or caused by a sanitary sewer system that does not discharge to a surface water.

CATEGORY 3 SSO: Spill of equal to or greater than 50 gallons and less than 1,000 gallons, from or caused by a sanitary sewer system that does not discharge to a surface water.

CATEGORY 4 SSO: Spill of less than 50 gallons, from or caused by a sanitary sewer system that does not discharge to a surface water.

**STEGE SANITARY DISTRICT
MONTHLY REPLACEMENT AND REPAIR SUMMARY
March 2023**

I SEWER REPLACEMENT - FY 2022-2023			
A.	BUDGET ALLOCATION		\$3,259,000
B.	PRIOR BUDGET EXPENDED (WITH RETENTION)		\$0
C.	SEWER REPLACEMENTS PAID THIS MONTH (NO RETENTION)		
SUBTOTAL FOR THIS MONTH			\$0
D.	TOTAL BUDGET EXPENDED (NO RETENTION)	0.00%	\$0
E.	TOTAL 5% RETENTION HELD		\$0
F.	BUDGET REMAINING	100.00%	\$3,259,000
G.	PERCENTAGE OF FISCAL YEAR REMAINING	25.00%	
H.	TOTAL REPLACEMENT FOOTAGE PAID TO DATE	(\$ - /LF)	

II SEWER REPAIRS - FY 2022-2023			
A.	BUDGET ALLOCATION		\$70,000
B.	PRIOR BUDGET EXPENDED		\$57,875
C.	SEWER REPAIRS PAID THIS MONTH	<u>REPAIR COST</u>	
1	846 ARLINGTON BLVD	\$2,300	
2	43 FRANCISCAN WY	\$6,300	
SUBTOTAL FOR THIS MONTH			\$8,600
SUBTOTAL FOR LAST MONTH			\$57,875
D.	TOTAL BUDGET EXPENDED	94.96%	\$66,475
E.	TOTAL RETENTION HELD	0.00%	\$0
F.	BUDGET REMAINING	5.04%	\$3,525
G.	PERCENTAGE OF FISCAL YEAR REMAINING	25.00%	
H.	TOTAL NUMBER OF REPAIRS PAID TO DATE	10 (\$6,648 /REPAIR)	

**STEGE SANITARY DISTRICT
MONTHLY REPLACEMENT AND REPAIR SUMMARY
March 2023**

III SAN PABLO AVE SPECIFIC PLAN AREA (SPASPA) UPGRADE - FY 2022-2023			
A.	BUDGET ALLOCATION		\$0
B.	PRIOR BUDGET EXPENDED (WITH RETENTION)		\$0
C.	SPASPA UPGRADES PAID THIS MONTH (NO RETENTION)	\$0	
SUBTOTAL FOR THIS MONTH			\$0
D.	TOTAL BUDGET EXPENDED (NO RETENTION)	0.00%	\$0
E.	TOTAL 5% RETENTION HELD	0.00%	\$0
F.	BUDGET REMAINING	100.00%	\$0
G.	PERCENTAGE OF FISCAL YEAR REMAINING	25.00%	
H.	TOTAL SPASPA UPGRADE FOOTAGE PAID TO DATE	(\$ - /LF)	



DRAFT THE ENDEAVOR

A PUBLICATION OF THE STEGE SANITARY DISTRICT OF CONTRA COSTA COUNTY

VOLUME XXIX NUMBER 1

SERVING EL CERRITO, KENSINGTON, AND RICHMOND ANNEX

Summer 2023

BOARD OF DIRECTORS

Juliet Christian-Smith
President

Paul Gilbert-Snyder
Vice President

Tessa Beach
Director

Dwight Merrill
Director

Beatrice O'Keefe
Director

DISTRICT MANAGER/ ENGINEER

Rex Delizo, P.E.

MISSION STATEMENT

To protect public health and the environment for the communities we serve through planning and operation of a safe, efficient, and economical wastewater collection system.

INSIDE

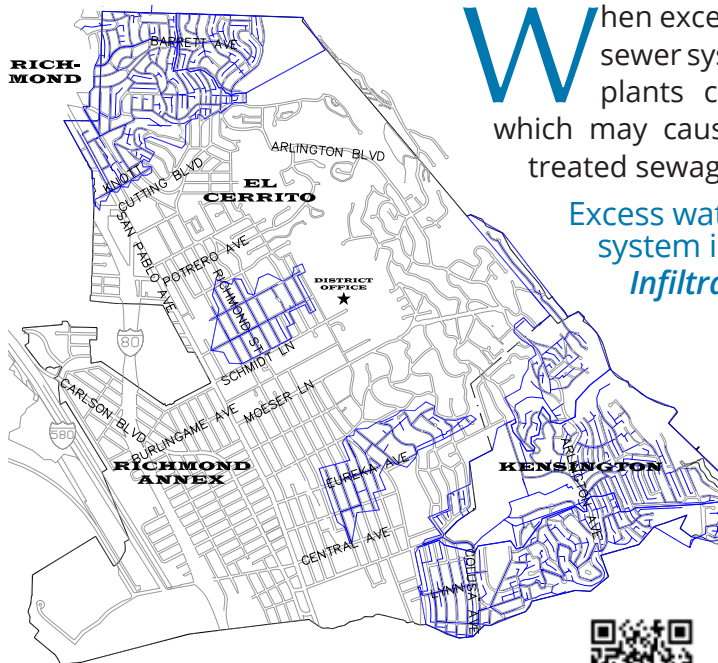
- Project Updates 2
- 2023-2024 Budget..... 2
- Think Before You Flush... 3
- What the District Does and Does Not Do 3
- Helpful Reminders 3
- Sewer Problems?
Call Us First..... 4
- Spotlight on Service Meetings Are Back In Person 4



INTEREST-FREE PSL REPLACEMENT LOAN PROGRAM

Replace your cracked Private Sewer Lateral (PSL) with an interest-free loan from Stege Sanitary District*
www.stegesan.org for more information

Help Protect the Bay



When excess water enters the sanitary sewer system, wastewater treatment plants can become overwhelmed, which may cause untreated and partially-treated sewage to spill into the Bay.

Excess water can enter the sewer system in two ways:
Infiltration and Inflow.

In **Infiltration**, groundwater seeps into sewer pipes through holes, cracks, joint failures, and faulty connections in the pipes, including private sewer laterals.

In **Inflow**, stormwater rapidly flows into sewers via illegally connected roof downspouts, sump pumps, and area drains.

Scan this code to see a detailed map.



Certain areas of the District may be particularly prone to infiltration. These are shown in blue on the map. Replacing any leaking lateral helps protect the Bay; replacing laterals in these areas is especially helpful. Take advantage of our no interest PSL Loan Program. The Bay will thank you! 🙌

*This program is only available to current property owners who wish to voluntarily replace their sewer lateral. It excludes sewer lateral replacement that is already required by EBMUD.



Project Updates

Canon Drive Pump Station

Replacement of the District’s two pressurized sewer pipes was completed ahead of schedule and under budget. Now the District is drawing up plans to rehabilitate the pump station on Canon Drive. The Canon Drive pump station was built in 1962 and has undergone only minor updates since then. It now needs significant upgrades to bring it up to modern stan-

dards of safety and reliability. Construction is slated to begin later this year. 💰

San Pablo Avenue Improvement Plan

The first stage of sewer upgrade to San Pablo Avenue is complete. A special impact fee to pay for required sewer upgrades in the Improvement Area has been assessed to the area developers. Existing District ratepayers will not see any

increase in their sewer charges because of this work. 💰

Standard Sewer Rehabilitation

The District continues to replace aging clay pipes (some 100-years-old) with High Density Polyethylene (HDPE) pipes. The new HDPE pipes are better able to withstand earth movement and repel tree root intrusions. More than 12,000 feet of pipe is replaced each year. 💰

DRAFT Fiscal Year 2023-2024 Budget

REVENUE

Sewer Operation Fund

Non Operating Income:	
Interest	15,000
Miscellaneous	21,000
Operating Income:	
Permit & Inspection Fees	12,000
Sewer Service Charges	3,443,000
Contracted Services	33,000
Subtotal	3,524,000

Capital Fund

Non-Operating Income:	
Interest	5,000
Operating Income:	
Property Tax	500,000
Capital Service Charges	4,290,000
Connection Fees	50,000
San Pablo Ave. Impact Fee	50,000
Subtotal	4,895,000

TOTAL REVENUE 8,419,000

EXPENSES

Operating Expenses:

Maintenance/Engineering	2,334,457
Pump Stations	40,020
Contracted Repairs	72,000
General & Administration	1,064,944

Subtotal Operating Expenses 3,511,401

Capital Expenses

Capital Equipment	785,000
Debt Repayment -SRF Loan	43,900
Sewer Rehabilitation	4,884,400

Subtotal Capital Expenses 5,713,300

Other Expenses

Transfer from Capital Fund	-
Retiree Medical Fund	-

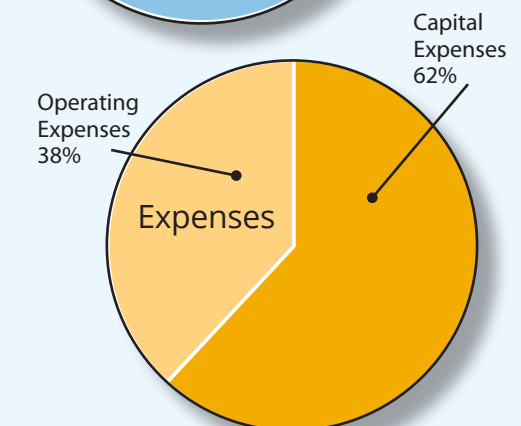
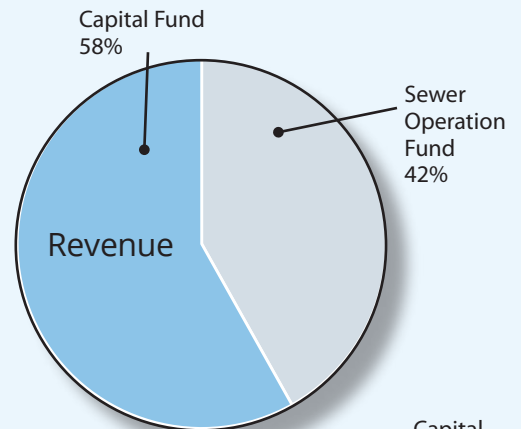
TOTAL EXPENSES 9,224,701

Transfer to/(from) Reserves

Revenue	8,419,000
Expenses	9,224,701

Subtotal (805,701)


TRANSFER TO/(FROM) RESERVES (805,701)



The District adheres to an investment policy for reserve funds that complies with state statutes and stipulates safety, liquidity, and yields as the order of investment objectives. All currently invested funds are with the State Local Agency Investment Fund (LAIF).



Think Before You Flush

Flushing anything other than pee, poo, or toilet paper can cause a sewer blockage, either in the sewer main or in your home plumbing. Toilet paper is designed to dissolve in water; “flushable” personal hygiene wipes will not. Even facial tissues will not dissolve and can cause problems. 

What Stege Sanitary District Does and Does Not Do

DOES collect and transport wastewater to EBMUD treatment plant

DOES maintain sanitary sewer lines

DOES issue permits for sewer connections and lateral repair

DOES inspect new sewer connections and lateral repair

DOES operate sewer pump stations

DOES plan for sewer improvements

DOES oversee cost of operation and capital improvements

DOES NOT treat wastewater at the treatment plant (EBMUD does)

DOES NOT maintain storm drains (Your city or county does)

DOES NOT issue permits required by cities or county for street work (Your city or county does)

DOES NOT issue certificates of compliance for private sewer laterals (Visit eastbaypsl.com)

DOES NOT provide water service (EBMUD does)


DOES NOT operate the El Cerrito Recycling Center (City of El Cerrito does)




Helpful Reminders




4th of July Celebration

Join the City of El Cerrito in celebrating Independence Day at beautiful Cerrito Vista Park with live entertainment, great food, arts & crafts, games & rides, and face painting. While there, be sure to visit the District booth, where you will be able to ask questions of Board members, view maps, learn about backflow prevention devices, and pick up useful pamphlets, and past newsletters. 


Keep FOG out of Drains

Fats, Oils, and Grease (FOG) solidify when poured down the drain, causing clogs and blockages in plumbing. Never pour FOG down the drain. 

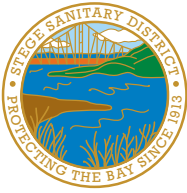
Plumbing Contractors

For a list of plumbing contractors registered to work on private sewer laterals in the District, visit www.stege-san.org. Stege recommends getting at least three bids before starting work. 

Properly Dispose of Unwanted Medications

Don't flush medications flush down the toilet. Wastewater treatment plants are not designed to remove these substances, which may be harmful to the environment. Unwanted medications may be brought to the El Cerrito Recycling Center (7501 Schmidt Lane). Call (510) 215-4350 before coming. 





STEGE SANITARY DISTRICT
7500 Schmidt Lane
El Cerrito, CA 94530-0537 (510) 524-4667

DRAFT

PRSRT STD
US POSTAGE
PAID
OAKLAND, CA
Permit No. 544

To Contact Us: 24/7 Phone: (510) 524-4667 Email: staff@stegasan.org Web: www.stegasan.org Twitter: @StegeSan

Sewer Problems? Call Us First!



Slow drains? Water or sewage backing up into your home? The problem might be a clog in your lateral—the private sewer line that runs from your home to the public sewer main—or the problem might be in the sewer main itself. **Call us before you call a plumber.** The District maintains a 24/7 emergency hotline that is always answered by a person, not a recording. The number is (510) 524-4667. If necessary, we will send out a crew to inspect and let you know if you need a plumber. The inspection is free and we try to respond within one hour of your call. 💰

Spotlight on Service

BOARD MEETINGS ARE BACK IN PERSON

The Stege Sanitary District Board of Directors meets once or twice monthly on a Thursday at 7:00 pm to discuss the business of the District. The public is invited to attend.

Meetings are back in person, but will also be

remotely accessible. The agenda for upcoming meetings can be found on www.stegasan.org. Information on how to attend a virtual meeting and leave public comment is also listed on www.stegasan.org. 💰



STEGE SANITARY DISTRICT

District Manager/Engineer:
Rex Delizo, P.E.

District Counsel:
Kristopher Kokotaylo

Board of Directors:
Tessa Beach
Juliet Christian-Smith
Paul Gilbert-Snyder
Dwight Merrill
Beatrice R. O'Keefe

Thursday, May 18, 2023

The Honorable Buffy Wicks
California State Assembly
1515 Clay Street, Suite 2201
Oakland, CA 94612



RE: AB 1337 – Sanitary Sewer Maintenance “Reasonable Use of Water”

Dear Assemblymember Wicks:

The Stege Sanitary District provides sanitary sewer services to Kensington, El Cerrito and a portion of the Richmond Annex in Richmond and currently operates and maintains 148 miles of sanitary sewers and two pumping stations serving over 35,000 residents residing within the District boundaries.

The most effective practice in the regular maintenance of sanitary sewers includes the use of water to hydro flush sewer pipes. Regular hydro flushing clears pipes of roots, grease, silt, organic material, and other debris, improves pipe flow performance, increases the life span of the sanitary sewer, and prevents sanitary sewer overflows.

For this reason, the Stege Sanitary District respectfully requests retaining any and all future rights to “reasonable use of water” for the operation and maintenance of the sanitary sewer system in order to protect public health and the environment.

Sincerely,
STEGE SANITARY DISTRICT

Juliet Christian-Smith
Board President

July 4th Event List

- Setup for **One Booth**
- Canopy
- Tables & Chairs
- Red, White & Blue Bunting
- Hammer
- Crowbar
- Sandbags (w/ fused rope ends)
- Bungee Cords
- Masks and hand sanitizer
- Large SSD Banner
- Canopy “window” banner
- Large District Map w/ map page blocks
- District Sewer Map book
- Toilet Paper vs. Wipes Interactive Display
- “Flushable” Wipes Banner/Poster
- Zip Ties
- Scissors
- #3 Slot Head Screwdriver
- Channel Lock Pliers
- Tissue
- Tape
- Waste Can
- Small cooler w/ bottled water for Directors
- Board Member Contact List (in each box)
- Pad of paper for taking notes and info
- Schedule w/ Cell Phone #
- Monday setup
- Park truck onsite

Informational Handouts & Giveaways

- Latest Newsletter
- Latest Registered Contractors List
- Plumbers Outreach Tri-fold
- Wipes Outreach Tri-fold/Poster
- BPD Outreach Tri-fold
- General Guidelines
- 100th Anniversary Book
- Budget
- Performance Report
- BPD Drawing
- Easement Ordinance
- SSD Pens/Magnets/Other
- PSL Loan Program

Schedule (11am-5pm)

Setup	[staff]
11am-12:30	O’Keefe
12:30-2:00	Beach
2:00-3:30	Gilbert-Snyder
3:30-5pm	Merrill
Pack up	[staff]

MESSAGES

PSL Loan Program

Proper “Flushable” Wipes Disposals

Sewer Problems? Call us first!

RESOLUTION NO. 2225-0523 APPROVING AND AUTHORIZING CONSULTING SERVICES AGREEMENT BETWEEN THE STEGE SANITARY DISTRICT ON BEHALF OF THE COLLECTION SYSTEM TECHNICAL ADVISORY COMMITTEE AND HUMPHREY CONSULTING

ISSUE:

The Board will consider approving the resolution approving and authorizing the agreement with Humphrey Consulting (Doug Humphrey) for professional services on behalf of Collection System Technical Advisory Committee (CSTAC).

FISCAL IMPACT:

The agreement amount is not to exceed \$22,500 per fiscal year which is split evenly amongst the CSTAC agencies.

STRATEGIC PLAN:

GOAL 1: Comply with State and Federal Regulations

GOAL 2: Maintain and Improve Infrastructure

GOAL 5: Maintain and Improve Community Outreach and Communication

WORK PLAN ITEM “g”: Work cooperatively with other agencies within and around our service area

BACKGROUND:

The Collection System Technical Advisory Committee (CSTAC), currently comprised of the Cities of Albany, Alameda, Emeryville, Piedmont, East Bay Municipal Utility District (EBMUD), and the Stege Sanitary District, has determined the need for professional administration and facilitation to coordinate and guide their activities.

Stege Sanitary District agreed to assume the role of the Administrative Agency with EBMUD assuming the role of the Financial Agent on behalf of CSTAC. The CSTAC budget includes the professional administration and facilitation services anticipated in the Consulting Services Agreement.

Humphrey Consulting has the necessary skills and abilities to provide the required services as evidenced by his unique personal competence, experience, and specialized personal knowledge and as evidenced by his previous selection by the Agencies to provide these professional services.

The 2 year term of this Agreement shall begin on July 1, 2023 (Effective Date) and shall end on June 30, 2025.

RECOMMENDATION:

Approve the resolution.

ALTERNATIVES:

1. Take no action and provide staff further direction.

ATTACHMENTS:

- RESOLUTION NO. 2225-0523
- Consulting Services Agreement between the Stege Sanitary District on Behalf of the Collection System Technical Advisory Committee and Humphrey Consulting

RESOLUTION NO. 2225-0523

RESOLUTION APPROVING AND AUTHORIZING
CONSULTING SERVICES AGREEMENT BETWEEN THE STEGE SANITARY
DISTRICT ON BEHALF OF THE COLLECTION SYSTEM TECHNICAL
ADVISORY COMMITTEE AND HUMPHREY CONSULTING

The Directors of the Stege Sanitary District find and determine as follows:

- A. The Collection System Technical Advisory Committee (CSTAC), currently comprised of the Cities of Albany, Alameda, Berkeley, Emeryville, Piedmont, East Bay Municipal Utility District (EBMUD), and the Stege Sanitary District, has determined the need for continued professional administration and facilitation to coordinate and guide their activities.
- B. Stege Sanitary District agreed to assume the role of the Administrative Agency with EBMUD assuming the role of the Financial Agent on behalf of CSTAC.
- C. The CSTAC budget includes the professional administration and facilitation services anticipated in the Consulting Services Agreement.
- D. Humphrey Consulting has the necessary skills and abilities to provide the required services as evidenced by his unique personal competence, experience, and specialized personal knowledge and as evidenced by his previous selection by the Agencies to provide these professional services.

In consideration of the foregoing findings and determinations, it is resolved:

- 1. The Directors declare that the District Manager is authorized to execute a Consulting Services Agreement between the Stege Sanitary District on Behalf of the Collection System Technical Advisory Committee and Humphrey Consulting, in an amount not to exceed \$22,500 per fiscal year.

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Directors of the Stege Sanitary District, at a regular meeting thereof, held on the 18th day of May 2023 by a X-X vote as follows:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

JULIET CHRISTIAN-SMITH, President
Stege Sanitary District
Contra Costa County, California

ATTEST:

REX DELIZO, Secretary
Stege Sanitary District

**CONSULTING SERVICES AGREEMENT BETWEEN THE
STEGE SANITARY DISTRICT ON BEHALF OF THE
COLLECTION SYSTEM TECHNICAL ADVISORY COMMITTEE
AND
HUMPHREY CONSULTING**

RECITALS

WHEREAS, the Cities of Albany, Alameda, Berkeley, Emeryville, Piedmont, Oakland and the Stege Sanitary District (“Agencies”) all operate and maintain sanitary sewer collection systems that are tributary to the East Bay Municipal Utility District (EBMUD) wastewater treatment plant where all sanitary sewage generated and discharged to these collection systems is treated and discharged to the San Francisco Bay by EBMUD; and

WHEREAS, at least five Agencies together with EBMUD, jointly hereinafter referred to as the Collection System Technical Advisory Committee (“CSTAC”) Agencies (“CSTAC Agencies”), entered into a Joint Exercise Powers Agreement effective April 17, 2019, for the purpose of providing the means for the CSTAC Agencies to do the following: (1) coordinate on engineering, consulting, and potentially legal services for the development, preparation and implementation of studies, reports and projects to address NPDES permit conditions for the CSTAC Agencies and additional legal or regulatory requirements applicable to the regional wastewater collection, transmission, and treatment system, and (2) jointly fund efforts related to the regional system for wastewater collection, transmission, and treatment, as may be agreed to by the CSTAC Agencies in accordance with this Agreement, which may include payment for Communities’ fats, oils and grease (FOG) services and agreed upon professional consultant services, and (3) facilitate the efficient flow of information among the parties and the filing of joint reports to appropriate recipients; and

WHEREAS, CSTAC has determined the need for professional administration and facilitation to coordinate and guide the activities of the CSTAC; and

WHEREAS, Stege Sanitary District has agreed to be the contracting agency for these professional services on behalf of the CSTAC; and

WHEREAS, the CSTAC Joint Exercise Powers Agreement provides for certain administrative support services and payment responsibilities to be provided by EBMUD on behalf of the shared expenses of the CSTAC Agencies and these services include the payment for certain professional services that are approved in the annual CSTAC budget, authorized by legally approved agreements with EBMUD or one of the participating agencies to CSTAC and have been authorized and approved by the Chair or Vice Chair of the CSTAC; and

WHEREAS, the CSTAC Budget includes the professional administration and facilitation services anticipated in this Consulting Services Agreement; and

WHEREAS, Consultant has the necessary skills and abilities to provide the required services as evidenced by his unique personal competence, experience, and specialized personal knowledge and as evidenced by his previous selection by the Agencies to provide these professional services.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE, the Stege Sanitary District on behalf of CSTAC does hereby authorize and adopt the following Consulting Services Agreement and determines that the above recitals are true and correct as written.

THIS AGREEMENT for consulting services is made by and between the Stege Sanitary District ("Stege") and Humphrey Consulting. ("Consultant") (together referred to as the "Parties") as of **July 1, 2023** (the "Effective Date").

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, **2025**. The time provided to Consultant to complete the services required by this Agreement shall not affect Stege's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards ordinarily observed by a competent practitioner of the profession in the same geographic vicinity in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall perform all services pursuant to this Agreement.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. Stege hereby agrees to pay Consultant on an hourly basis in accordance with the attached price list, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. Stege shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Stege to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to Stege in the manner specified herein. Except as specifically authorized by Stege in writing, Consultant shall not bill Stege for duplicate services performed by more than one person.

Consultant and Stege acknowledge and agree that compensation paid by Stege to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. Stege therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At Stege's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Consultant's signature;
- 2.2 **Monthly Payment.** Stege shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Stege shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Final Payment.** Stege shall pay the last 10% of the total sum due pursuant to this Agreement within 30 days after completion of the services and submittal to Stege of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** Stege shall pay for the services to be rendered by Consultant pursuant to this Agreement. Stege shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. Stege shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below in Exhibit D, and shall not exceed \$250. Expenses not listed below are not chargeable to Stege. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that Stege or Consultant terminates this Agreement pursuant to Section 8, Stege shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination and such expenses as the Consultant may reasonably incur to comply with Stege's termination notice. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. N/A

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to Stege of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided to Stege evidence that such insurance is in effect. Verification of the required insurance shall be submitted and made part of this Agreement prior to its execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any

and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against Stege and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions), or equivalent form, covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Stege, its board members, officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant

- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects Stege, its board members, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Stege, its board members, officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to Stege.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' negligent errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement so long as commercially available at reasonable rates.
- d. A copy of the claim reporting requirements must be submitted to Stege for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish Stege with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If Stege does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. Stege reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of Stege for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of Stege, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Stege, its board members, officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to Stege guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

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

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

To the fullest extent permitted by law, Consultant shall indemnify, defend, with counsel reasonably selected by Stege, and hold harmless Stege and its board members, officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expenses, and costs (including reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability" that arise out of, pertain to, or relate to Consultant's actions under this Agreement. Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such claims, whether directly or indirectly ("Liabilities"). The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of Stege or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Stege of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of Stege, Consultant shall indemnify, defend, and hold harmless Stege for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Stege.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Stege. Stege shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Stege shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other Stege, city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment

by Stege, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Stege and entitlement to any contribution to be paid by Stege for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as Stege may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Stege in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Stege to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which Stege is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to Stege that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to Stege that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Stege may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to Stege and shall include in such notice the reasons for cancellation.

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

- 8.2 **Extension.** Stege may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if Stege grants such an extension, Stege shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, Stege shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only in writing signed by all the parties.

- 8.4 **Assignment and Subcontracting.** Stege and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to Stege for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Stege and Consultant shall survive the termination of this Agreement.

- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, Stege's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that Stege would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Stege. Consultant hereby agrees to deliver those documents to Stege upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Stege and are not necessarily suitable for any future or other use. Stege and Consultant agree that, until final approval by Stege, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Stege under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Stege. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Stege or as part of any audit of Stege, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the boundaries of the CSTAC Agencies or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Rex Delizo ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.**

Any written notice to Consultant shall be sent to:

Douglas Humphrey
Humphrey Consulting
1507 Wellington Street
Oakland, Ca. 94602

Any written notice to Stege shall be sent to:

Rex Delizo, District Manager
Stege Sanitary District
7500 Schmidt Lane
El Cerrito, CA

10.11 **Professional Seal.** N/A

- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C and D represents the entire and integrated agreement between Stege and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule
<u>Exhibit C</u>	Provisions Required For Public Works Contracts Pursuant To California Labor Code Section 1720 et seq.
<u>Exhibit D</u>	Reimbursable Expenses

- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

STEGE SANITARY DISTRICT

HUMPHREY CONSULTING

Rex Delizo,
District Manager

Douglas Humphrey
Owner

Approved as to Form:

Kristopher Kokotaylo
District Counsel

EXHIBIT A

SCOPE OF SERVICES CSTAC FACILITATION SERVICES

The Collection System Technical Advisory Committee ("CSTAC") is comprised of East Bay Municipal Utility District (EBMUD) and at least five collection system agencies that are satellites to the EBMUD wastewater interceptor system and Main Wastewater Treatment Plant. The CSTAC agencies meet periodically to discuss collection system issues and to work on items such as the development of regional design standards. CSTAC needs professional and management services to assist it in the conduct of its meetings and business issues

Consultant will provide professional facilitation, management and support services to CSTAC as described below.

Scope of Work:

1. Facilitation of monthly meetings, including preparation of agendas, monitoring attendance and utilization of designated alternates for voting purposes, tracking votes by participating agency including those submitted via email, and issuing meeting minutes.
2. Coordination of miscellaneous CSTAC issues. This may involve the coordination of CSTAC involvement and responses to issues relevant to CSTAC, including Regional Standards, and will be provided on an "as- needed" basis, when and if requested.

Deliverables:

Preparation of minutes ("meeting notes") and agendas for scheduled CSTAC meetings. These items will be prepared as meetings are scheduled and conducted.

Transmittal to the administrative agency in July of received and recorded voting records for the previous fiscal year.

Assumptions:

1. Agencies will respond to requests for information and supply documents in a timely manner.
2. Agency representatives will also make themselves available to meet.
3. All work to be completed and delivered by July 15th for work performed through the end of the fiscal year (June 30).

Estimated Time: 100 hours per FY

EXHIBIT B
COMPENSATION SCHEDULE

Fee Not to Exceed: \$22,500 per FY

All time at \$200/hour.
Expenses charged at cost.

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to Stege \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, Stege has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research t. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage

obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT D
REIMBURSABLE EXPENSES

Reproduction of documents, mileage (IRS rate), parking, and transportation related to CSTAC meetings.