

SECTION 1511 CERTIFICATION

The authorized representative of the California Department of Public Health hereby certifies, and/or affirms previous certification(s), that this Project has received the full review and vetting required by law and that such representative accepts responsibility that the Project is an appropriate use of taxpayer dollars. Subject to the provisions of this Agreement, the following general description is provided in order to comply with Section 1511 of the American Recovery and Reinvestment Act of 2009 (ARRA).

Applicant Name: City of Yuba City

Project Number: 5110003-123

DUNS Number: 082108192

Project description: Per the request of management, the two Yuba City Groundwater Region 2/3 projects (5110003-002 and 5110003-003) have been combined into project number 5110003-123. Under project 511003-002, the City of Yuba City proposed to construct 3,350 feet of 14-inch main line, and under project 5110003-003, the City proposed to construct 3,346 feet 16-inch main line to interconnect regions 1,2 and 3 with a storage tank. This is part of a larger SRF consolidation project with the City of Yuba City to eliminate the use of groundwater contaminated with arsenic.

Estimated total cost of the Project: \$32,507,957

Type of assistance: 100% (One Hundred Percent) Forgiveness of Principal

Interest Rate: N/A


Estimated amount of ARRA funds to be used: \$1,874,317

Forgiveness of Principal: \$1,874,317

Loan Amount: \$0



Rufus B. Howell, Deputy Director
Center for Environmental Health



(Date)



California Department of Public Health
MEMORANDUM

DATE: September 28, 2009

TO: Leah Godsey Walker, Chief
Drinking Water Technical Programs Branch

FROM:  Addie Aguirre, Chief
Safe Drinking Water State Revolving Fund Administration Section

SUBJECT: Recommendation to Authorize Funding Agreement to **City of Yuba City**, Project No. **5110003-123** for Funding under Safe Drinking Water State Revolving Fund, American Recovery and Reinvestment Act (ARRA)

The California Department of Public Health (CDPH) has completed its evaluation of the above referenced project for funding under Safe Drinking Water State Revolving Fund, American Recovery and Reinvestment Act (ARRA). It is recommended to authorize a funding agreement for this project.

The following information should be included in the Funding Agreement:

1. Supplier Legal Name: **City of Yuba City**
2. Project Number: **5110003-123**
3. Supplier is a **Public Agency** in the County of **Sutter**, State of California.
4. The purpose of the funding is to assist in financing a project which will enable Supplier to meet safe drinking water standards.
5. The total ARRA project cost is estimated to be **\$32,507,957** of which **\$1,874,317** is considered ARRA total eligible project costs.
Type of Assistance: **100% (One Hundred Percent) Forgiveness of Principal**
6. Total ARRA fundable cost: **\$1,874,317**
Forgiveness of Principal: **\$1,874,317**
Loan Amount: **\$0**
7. The Supplier's cost for this project is estimated to be **\$30,633,640**.
8. The reasonably expected useful life of the project facilities is **20** years.
9. Supplier's Grant Administrator shall be its **City Manager**.

10. Supplier's Official Notices shall be sent to:

**City of Yuba City
City Manager
302 Burns Drive
Yuba City, CA 95991**

11. The Project shall be constructed in accordance with the plans and specifications approved by State on **May 14, 2009**.

12. Supplier shall complete the project no later than **December 31, 2011**.

13. Rate of Interest: **N/A**

14. Term of Loan: **N/A**

The Funding Agreement should contain the following Special Conditions

1. The Supplier shall notify CDPH's **Valley** District Office when the Project construction is fifty percent (50%) complete.
2. Notwithstanding any term or condition to the contrary in this Agreement, including but not limited to Article A-8, the Supplier may place a Project facility into operation prior to completion of the Project if prior written approval is obtained from the CDPH's **Valley** District Office.
3. Supplier acknowledges that Project construction activities may occur in areas of known occurrence of the giant garter snake (*Thamnophis gigas*) (herin referred to as "snake") and/or its habitat. Suppler expressly agrees to attempt to ensure that all Project construction activities are conducted during said snake's active period (May 1 through October 1); and Supplier further expressly agrees that if Project construction must be conducted outside the active period and within 200 feet of aquatic habitat, then prior to initiating such construction activities, Supplier shall install exclusionary fencing during the preceding active period (May 2 through October 1).
4. Supplier shall ensure that all Project construction personnel avoid contact with or disturbance of snake habitat within or adjacent to the proposed Project areas designated as Environmentally Sensitive Areas.
5. Supplier shall ensure that all Project construction personnel participate in a United States Fish and Wildlife Service approved worker environmental awareness program to include information on the federal Endangered Species

Act, potential presence of snakes and habitat associated with the species, and that unlawful take of the snake or destruction of its habitat is a violation of the Endangered Species Act.

6. Within 24-hours prior to the start of construction activities on any Project site, Supplier shall ensure the site is inspected by a United States Fish and Wildlife Service approved biologist, and Supplier shall ensure that such inspection is repeated each time there is a lapse in construction activity at such site of two weeks or greater. If any such inspection discovers a snake on the inspected Project site, Supplier shall stop all construction activities that may result in take of the snake, shall allow the snake to leave the construction area on its own volition and shall not resume construction activities at the site until it has been determined that the snake has moved far enough away that any potential for take has been eliminated. Supplier shall ensure that all sightings of snake on or adjacent to Project construction sites are reported to the United States Fish and Wildlife Service within 24 hours by electronic mail or by telephone to (916) 414-6600.
7. If archaeological features or materials are unearthed during any phase of Project activities, all work in the immediate vicinity of the find shall halt until the Supplier has contacted a qualified archeologist who will determine the significance of the resource.
8. If human remains are exposed by Project-related activity, the Supplier shall comply with California State Health and Safety Code, Section 7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Code, Section 5097.98. The Supplier will provide the opportunity for Native American monitor(s) to participate in the identification, evaluation, and mitigation of effects upon, any Native American human remains or cultural resources inadvertently exposed during the proposed undertaking; said requirement may be satisfied by consultation with personnel designated by the Native American Heritage Commission. Should tribal representatives agree to consult on any such discoveries; the costs incurred will be the responsibility of Supplier.
9. The Supplier shall implement the mitigation report adopted in the Project's Mitigated Negative Declaration.
10. Notwithstanding any other term or condition of this Agreement including, but not limited to, Section 6, Supplier is not required to expend Supplier's Cost prior to disbursement of loan funds under this Agreement.
11. Supplier and State anticipate the Project will be funded in part with Safe Drinking Water State Revolving Fund (SDWSRF) loans referencing SDWSRF

Project Numbers 5115001-001 and 5115003-002 for those portions of the Project commonly referred to as Region 1 and Region 2/3 respectively. Supplier expressly agrees that components of the Project to be funded under this Agreement will be clearly designated as such in the Project initial budget summary to be submitted in accordance with requirements of Article A-3(g) of this Agreement.

12. Supplier expressly acknowledges and agrees that all references in this Agreement to "Project" include those components not funded under this Agreement including those components referenced as SDWSRF Project No.'s 5115001-001 and 5115003-002.
13. The proposed Project may be constructed in two (2) phases. Phase 1 of the Project consists of components necessary to consolidate Region 1 public water system and Region 2/3 public water system with the City of Yuba City's public water system, is more fully described in the plans and specifications approved by State on or about May 14, 2009. Phase 2 of the Project includes adding a third 75 HP pump to an existing pump station at the Garden Highway pump station. Phase 2 is not required to accomplish the consolidation but is a very desirable optimizing phase which will increase pumping capacity from 4.75 MGD to approximately 6.9 MGD. This increase in capacity is necessary to sustain adequate pressure in Region 1 during the summer time demand.
14. Notwithstanding any other term or condition of this Agreement, no construction or construction-related costs for the optional Phase 2 shall be eligible for reimbursement under this Agreement, and State shall have no duty or obligation to disburse any funds for Phase 2 costs; such costs may be eligible for funding under the SDWSRF loans referenced in paragraph 17 of this Article C-2.

cc: Richard Hinrichs District Engineer
Kim Wilhelm, Regional Engineer
Addie Aguirre
Anne Novak
Karen Hilliard
Bridget Binning
Dat Tran
Noel Gordon