

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 07/15/2021

Item description/summary:

Consider signing grant agreement with YWA for the IRWM Grant for OPUD's Steel Main Replacement Project

As discussed previously, OPUD applied for and was awarded grant funding for two projects: the meter installation project and the steel main replacement project. The grants for these projects were awarded by DWR to YWA for administration for all IRWM Projects, which requires us to enter into a sub agreement with YWA for dispersal of funds.

Fiscal Analysis:

No match required for this project

Employee Feedback

Positive

Sample Motion:

Approve signing grant agreement with YWA

Prepared by:

Christopher Oliver, Public Works Engineer

**INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT
PROJECT SUBRECIPIENT AGREEMENT**

This Subrecipient Agreement (“**Agreement**”) is made this May 3, 2021 by and between Yuba County Water Agency, a local government agency (“**Agency**”), and Olivehurst Public Utilities District, a local government agency (“**Subrecipient**”), who agree as follows:

1. Recitals. This Agreement is approved with reference to the following background recitals:

1.1. The Integrated Regional Water Management Planning Act (Water Code § 10530 and following) authorizes the preparation and implementation of an integrated regional water management (“IRWM”) plan. Agency, Subrecipient, and other local stakeholders created the Regional Water Management Group (“RWMG”) to prepare and adopt an IRWM plan. The Agency and RWMG have adopted the Yuba County Integrated Regional Water Management Plan, 2018 Update (dated June 27, 2018) (the “IRWM Plan”).

1.2. The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) authorizes the state to provide grant funding to local agencies for the purpose of funding projects that are included in and implemented as part of an adopted integrated regional water management plan. RWMG authorized Agency to serve as the applicant and grant administrator for purposes of seeking grant funding from the state.

1.3. Agency has entered into a Grant Agreement (“Grant Agreement”) with the California Department of Water Resources (“DWR” and “State”), dated April 13, 2021 (grant no. 4600013824) that provides funding for six identified projects from the IRWM Plan. The Grant Agreement, inclusive of all attachments and exhibits, is incorporated into this Agreement by reference and attached as Attachment 1.

1.4. Exhibit A of the Grant Agreement identifies “Project 4: Water Distribution Improvement Project” (“Project”) as a project eligible for funding and the Olivehurst Public Utilities District as the Local Project Sponsor under the Grant Agreement. The principal goal of the Project is to increase the reliability and improve the function of the Subrecipient’s water distribution system by replacing aging and outdated infrastructure to increase efficiency and reduce water loss, and ensure adequate flows for fire-fighting and drinking water. Excerpt of the budget table can be found in Exhibit E-2 of this Agreement.

1.5. The Grant Agreement provides funding up to \$1,510,432.00 for the Project (“Subgrant Funds”). The Project and its tasks, scope of work, budget, and compliance requirements are described in detail in Exhibits A-J of the Grant Agreement. Only eligible project costs, pursuant to Paragraph 7 of the Grant Agreement, are eligible for reimbursement with Subgrant Funds provided by this Agreement. Excerpt of the budget table can be found in Exhibit E-2 of this Agreement.

1.6. The Agency shall provide additional funding in the amount of \$1,433,652.38, pursuant to the terms of section 4 of this Agreement (“Cost-Share Funds”).

1.7. The Subrecipient shall provide additional funding in the amount of \$6,229.62.

1.8. Subrecipient desires to implement the Project and serve as the Local Project Sponsor, as described in the Grant Agreement, and Agency desires to grant to Subrecipient the Subgrant Funds made available under the Grant Agreement.

1.9. Agency has allowed Subrecipient to begin work on certain tasks as outlined by Exhibit A of the Grant Agreement, prior to the execution of this agreement. Any Project work, including preparation of bid documents, that results in Eligible Project Costs and is performed by Subrecipient prior to the execution date of this agreement may be reimbursed with Subgrant Funds and Cost-Share Funds only to the extent that the costs for such work and the dates work was performed conform the terms and conditions of Paragraphs 3, 4, and 7 and Exhibit A of the Grant Agreement.

2. Term of the Agreement. The effective date of this Agreement shall be the date set forth above and shall run through the date of final payment received by Subrecipient plus three years, unless otherwise terminated or amended as provided in this Agreement or pursuant to termination clauses of the Grant Agreement. Subrecipient must complete all Project work by March 1, 2024, in accordance with the project Schedule as set forth in Exhibit C of the Grant Agreement. Excerpt of the schedule can be found in Exhibit E-3 of this Agreement. All requests for

reimbursement for eligible Project costs with Subgrant Funds or Cost-Share Funds must be requested no later than June 1, 2024.

3. Subgrant. Agency agrees to provide Subgrant Funds (as a subgrant under the Grant Agreement) to Subrecipient in a sum not to exceed \$1,510,432.00 subject to the terms of this Agreement. The Subgrant Funds shall be used by Subrecipient for eligible Project costs, pursuant to section 7 of the Grant Agreement, for the purposes described in section 5 of this Agreement, and for no other purpose. Subgrant funds will be paid only for Subrecipient's direct, actual, reasonable, and documented costs to perform the Project work. Subrecipient shall not charge or request any indirect costs, administrative costs, or markup on direct costs. This subgrant, Subgrant Funds, and Agreement are subject to compliance with applicable provisions of the Grant Agreement and the DWR Integrated Regional Water Management Grant Program Guidelines dated December 2019 (the "Grant Guidelines"). The Grant Agreement shall be the sole source of funding to Agency to provide Subgrant Funds to Subrecipient.

4. Cost-Share Funding. Agency agrees to provide additional funding to Subrecipient in a sum not to exceed \$1,433,652.38 ("Cost-Share Funds"). Cost-Share Funds shall be provided from Agency resources and are not subject to the terms of the Grant Agreement or the certain terms of this Agreement that reference the Grant Agreement, unless otherwise specified. The Cost-Share Funds shall be used by Subrecipient for the purposes described in Task 11, "Construction," of Exhibit E-1 ("Cost-Share Work") and for no other purpose. Cost-Share Funds will be paid only for Subrecipient's direct, actual, reasonable, and documented costs to perform the Project work. Subrecipient shall not charge or request any indirect costs or markup on direct costs. Subrecipient shall arrange for invoices and statements to be routed to Agency for direct payment. Agency shall pay all invoices, bills, statements, and other expenses for eligible Cost-Share Work. If Agency determines that the payment request is for eligible costs, and if Subrecipient is otherwise in compliance with this Agreement, then Agency shall pay the item directly to the vendor, contractor, supplier, etc. within 30 days of receipt of the request.

5. Subrecipient Obligations.

5.1. Project Management. Subrecipient shall manage this Agreement, including preparation and submission of all supporting grant documents and coordination with Agency, pursuant to the terms, conditions, and requirements of Grant Agreement and as specified in its Exhibits A-J. Subrecipient shall prepare invoices that include relevant supporting documentation, pursuant to the requirements of the Grant Agreement, for submittal to DWR via Agency. Subrecipient shall be responsible for administrative tasks associated with the Project including coordination with partnering agencies and managing any consultants or contractors.

5.2. Reporting. Subrecipient shall submit periodic progress reports to Agency detailing work completed during the reporting period, pursuant to the reporting schedule outlined in Paragraph 5(B)(ii) and Exhibit F of the Grant Agreement. Subrecipient shall submit progress reports to Agency who shall coordinate submittal to DWR. No later than 90 days after the Project has been completed, Subrecipient shall prepare a Project Completion Report to be submitted to Agency who shall coordinate submittal to DWR for comment and review. A Project Completion Report shall be prepared pursuant to the requirements and specifications as contained in Exhibit F of the Grant Agreement.

5.3. CEQA. Subrecipient shall assume the lead agency role under the California Environmental Quality Act ("CEQA") and evaluate the Project in accordance with CEQA. Depending upon the outcome of that evaluation, Subrecipient shall prepare and adopt a CEQA notice of exemption, initial study and negative declaration, or environmental impact report. Subrecipient shall provide the adopted CEQA document and a letter certifying that there are no known legal challenges to the project to Agency for submittal to DWR. Subrecipient shall not proceed with Project implementation until DWR has completed its CEQA process and Agency and Subrecipient have received written notification from DWR of concurrence with the submitted CEQA document and notice of verification of environmental permit submittal, pursuant to the terms and conditions of Paragraph 5(B)(iii)2 of the Grant Agreement.

5.4. Permitting. Subrecipient shall prepare all necessary documentation and obtain all necessary encroachment permits required for project implementation.

5.5. Project Implementation. Subrecipient shall design, construct, install, and implement the Project in accordance with the terms of this Agreement, the Grant Agreement, Grant Guidelines, and applicable law, including

retaining appropriate and qualified engineers, contractors, or other service providers. Subrecipient shall contract with a consultant to develop final plans, specifications, and cost estimate for the Project, and shall ensure that plans satisfy the requirements and specifications contained in the Grant Agreement and Exhibit A, Project 4: Task 7. Prior to the commencement of construction or implementation activities, Subrecipient shall ensure that final plans are certified, stamped, and signed by a California Registered Civil Engineer (or equivalent registered professional as appropriate) and provide such plans to Agency for submittal to DWR, pursuant to Paragraph 5(B)(iii) of the Grant Agreement.

5.6. Project Monitoring Plan. Prior to the commencement of Project construction or implementation activities, Subrecipient shall develop and submit a Project Monitoring Plan, pursuant to the requirements of Paragraphs 5(B)(iv) and 16 and Exhibit J of the Grant Agreement, for review and approval by DWR. Subrecipient shall implement and comply with the approved Project Monitoring Plan.

5.7. Public Contracting Requirements. For any construction work or public work, Subrecipient shall adhere to all applicable public contracting and competitive bidding and procurement requirements, in compliance with the Public Contract Code and Condition D.11 of Exhibit D to the Grant Agreement, in its selection of a contractor to construct or install the Project improvements. All associated activities, including but not limited to, bid development, advertising, preparation of contract documents, pre-bid meetings, bid opening and evaluation, selection of contractor, award of contract, and issuance of notice to proceed shall all be in compliance with the requirements of Condition D.11.

5.8. Construction Administration. Subrecipient shall be responsible for management of construction administration activities, including review of all submittals by contractor, answering requests for information, and issuing work directives. Subrecipient shall provide for an engineering construction manager to be on site for the duration of the Project implementation for purposes of documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing any questions by contractors on site, reviewing or updating the Project schedule, review of any contractor log submittals and pay requests, forecasting cash flow, and providing notification to the contractor if work is not acceptable. After Project completion, Subrecipient shall submit a Certificate of Project Completion and record drawings to DWR.

5.9. Public Works Requirement. If the Project work consists of public works, as defined in Labor Code sections 1720 to 1720.4, then Subrecipient and its contractors and subcontractors shall comply with California statutes and regulations applicable to public works projects, including, but not limited to, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; payroll records; workers' compensation insurance; payment/labor and materials bond; non-discrimination laws; contractors' state license requirements; and, contractor registration with the State Department of Industrial Relations.

5.10. Project Completion. Subrecipient shall ensure that its contractor completes the Project pursuant to the requirements and specifications of this Agreement and the Grant Agreement and its Exhibit A, Project 4: Task 11. Subrecipient shall document Project implementation progress through photographs, which shall be submitted to DWR.

5.11. Use of Subgrant Funds. Subrecipient shall use the Subgrant Funds solely to pay or reimburse the actual expenses incurred by Subrecipient to implement the Project. Subrecipient shall apply any Subgrant Funds received only to eligible Project costs as specified in Paragraph 7 of the Grant Agreement and Exhibits A-J, and in accordance with applicable provisions of the Grant Guidelines and applicable law.

5.12. Recordkeeping. Subrecipient shall account for all Subgrant Funds disbursed pursuant to this Agreement separately from all other Subrecipient funds, including Cost-Share Funds provided by Agency pursuant to paragraph 4 of this Agreement. Subrecipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Subrecipient shall keep and maintain accurate bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and expenditure of Subgrant Funds to reimburse payments to employees, contractors, suppliers, and others who perform work that is an eligible Project cost, including all timesheets, invoices, progress payments, receipts, cancelled checks, contracts, purchase orders, and other original source documents. These records shall be retained for a period of not less than three years from the final payment of Subgrant Funds (or, in the event of an audit, until the later of three years after final payment or one year after completion of the audit). These records shall be accessible and available for inspection or audit by Agency, or by its employees, accountants, attorneys or agents, at

reasonable times and upon reasonable notice. If the Subgrant Funds disbursed to Subrecipient exceed \$10,000, then (as required by Government Code section 8546.7) this Agreement and performance and payments under it are subject to examination and audit by the State Auditor General for three years following final payment.

5.13. Continued Operation and Maintenance of the Project. Subrecipient shall operate and maintain the completed Project in accordance with the requirements of Paragraph 15 of the Grant Agreement.

6. Agency Obligations.

6.1. Grant Administration. Agency will serve as the grant administrator for purposes of disbursement of Subgrant Funds for reimbursement of eligible Project costs, pursuant to the Grant Agreement. Agency shall disseminate all Subgrant compliance information to Subrecipient. Agency shall obtain and retain evidence of Subrecipient's compliance with the Grant Agreement and this Agreement including but not limited to, CEQA documents, reports, monitoring compliance documents, financial records, evidence of compliance with the Public Contract Code, including bid documents, and evidence of compliance with the Labor Code, including certified payroll reviews, and any other record, document, or evidence Agency deems necessary to confirm compliance by Subrecipient, its officers, employees, agents, consultants, or contractors.

6.2. Reporting and Invoicing. Pursuant to the terms, conditions, and requirements of the Grant Agreement, Agency will respond to DWR's reporting and compliance requirements associated with the Subgrant administration. Agency shall obtain data for all progress reports from Subrecipient and assemble and submit progress reports to DWR, pursuant to the terms, requirements, and schedule provided in Paragraph 14 of the Grant Agreement and in accordance with the form proscribed by Exhibit F. Agency shall coordinate all invoicing and payment of invoices received from Subrecipient, pursuant to the terms, requirements, and schedule provided in the Grant Agreement.

6.3. Other Submissions to DWR. Prior to the commencement of construction or implementation activities, Agency shall submit final plans and specifications, prepared by Subrecipient or its qualified contractor pursuant to the requirement of Exhibit A of the Grant Agreement and Paragraph 3.3 of this Agreement, certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for the project, pursuant to Paragraph 5(b)(iii) of the Grant Agreement.

7. Disbursement of Subgrant Funds

7.1. Preconditions to Disbursement of Subgrant Funds. Agency shall not disburse any Subgrant Funds to Subrecipient for eligible Project costs until Agency is satisfied that the Project complies with all eligibility criteria as set forth in Paragraph 5(B) of the Grant Agreement.

7.2. Method of Payment. DWR will disburse grant funds to Agency for disbursement to Subrecipient on a post-expenditure, reimbursement basis, after receipt of requisite progress reports, invoices, and supporting documentation as provided for in sections 4.2 and 5.2 of this Agreement and Paragraph 8 of the Grant Agreement. Subrecipient shall pay all invoices, bills, statements, payroll, and other expenses for the Project, and DWR, through Agency, shall reimburse Subrecipient for eligible Project costs upon receipt and approval of a detailed invoice in accordance with the requirements contained in Paragraph 8 of the Grant Agreement. If DWR determines that any portion of a submitted invoice contains items that are not eligible costs or are not supported by documentation or receipts acceptable to DWR, Agency will notify Subrecipient. Subrecipient may, within 30 calendar days of the date of receipt of such notice, submit additional documentation to DWR to cure such deficiency(ies). If the deficiency is not cured within the time provided, DWR will adjust the pending invoice by the amount of ineligible or unapproved costs.

7.3. Time Period for Work Funded. Subgrant funds will be disbursed to reimburse eligible Project costs incurred between on June 27, 2020 and March 1, 2024, pursuant to the Project schedule in Exhibit C of the Grant Agreement. Excerpt of this schedule can be found in Exhibit E-2 of this Agreement.

8. Termination. Agency may terminate this Agreement at any time for cause by giving 14 days prior written notice to Subrecipient. Cause shall mean: (a) Subrecipient violates this Agreement, and such violation continues for a period of 30 days after notice of violation (which shall specify the violation) from Agency; (b) Subrecipient files or there is filed against Subrecipient a bankruptcy petition (unless, in the case of a petition filed against Subrecipient,

the same is dismissed or stayed within 60 days); (c) Subrecipient makes an assignment for the benefit of creditors; (d) Subrecipient becomes insolvent or there shall occur a material adverse change in the financial condition of Subrecipient; (e) Subrecipient applies for or consents to the appointment of a receiver, trustee, or conservator, or such appointment is made without Subrecipient's consent and is not vacated within 60 days; or (f) DWR terminates the Grant Agreement.

9. Compliance with Grant and Law. Subrecipient and its contractors, employees, and other agents shall perform the Project work in compliance with this Agreement, the Grant Agreement, Grant Guidelines, and all applicable federal, state and local laws, regulations and codes, including acquisition of and compliance with all required permits, licenses, entitlements, and authorizations.

10. Inspections; Defective Work. Agency or DWR may inspect or observe any Project work to determine whether it is being performed in accordance with this Agreement and the Grant Agreement. If the Work, or any part thereof, is found defective or nonconforming (e.g., not performed in accordance with the Agreement or Grant Agreement), Subrecipient shall cause its contractor to remedy or repair the defective or nonconforming work. Agency may withhold grant payments if it finds work nonconforming, until remedied or repaired.

11. Independent Contractor. Subrecipient's relationship to Agency is that of an independent contractor. Subrecipient shall have no authority or power to incur any debt, obligation or liability on behalf of Agency as a Subrecipient under this Agreement. All persons hired by Subrecipient and performing the Project work shall be Subrecipient's contractor, vendor, employee, or agent. Subrecipient and its officers, employees, contractors, workers, and agents shall not be considered Agency employees.

12. Indemnification. Subrecipient shall indemnify, defend, protect, and hold harmless Agency, and its officers, employees, volunteers, and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including but not limited to, attorney, expert witness and consultant fees and litigation costs) of every nature arising out of Subrecipient's performance of its obligations under this Agreement and the incorporated Grant Agreement and any related action or activity of its officers, employees, contractors, workers, and agents, and caused by violation of this Agreement or the negligent or willful act or omission of Subrecipient or its officers, employees, contractors, workers, and agents, except where caused by the active negligence, sole negligence, or willful misconduct of Agency or as otherwise provided or limited by law. Subrecipient's obligations under this indemnification provision shall survive the termination of, or completion of project under, this Agreement.

13. General Provisions Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the Project Subgrant Funds, and Cost-Share Funds. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the Project, Subgrant Funds, or Cost-Share Funds except those other documents that are expressly referenced in this Agreement, including the Grant Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties. This Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law or to the Grant Agreement.

14. Waiver. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by Agency to Subrecipient shall be considered or construed to be an approval or acceptance of any project work or a waiver of any breach or default.

15. Successors and Assignment. This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated, or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party.

16. Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The county and federal district court where Agency's office is located shall be venue for any state or federal court litigation concerning the enforcement or construction of this Agreement.

17. Attorney's Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consultant fees, litigation costs, and costs of suit.

18. Further Assurances and Cooperation. In order to carry out and give full effect to this Agreement, each party will use all reasonable efforts to cooperate with each other to carry out the purpose and intent of this Agreement and to provide such information, sign and deliver such further instruments and documents, and take such actions as may be reasonably requested by the other party, so long as not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement.

19. Notices. Any notice, consent, approval, or other communication (collectively "notice") required or permitted to be given under this Agreement shall be in writing and delivered or sent either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with a confirmed receipt. Any notice so delivered or sent will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the receipt of the emailed notice. Notices required or permitted to be given under this Agreement shall be addressed as follows:

Yuba County Water Agency:
General Manager
1220 F Street
Marysville, CA 95901
wwhittlesey@yubawater.org

Olivehurst Public Utilities District:
John Tillotson, General Manager
1970 9th Ave
Olivehurst, CA 95961
jtillotson@opud.org

Any party may change its contact information by notifying the other party(ies) of the change in the manner provided above.

YUBA COUNTY WATER AGENCY

OLIVEHURST PUBLIC UTILITIES DISTRICT

By: _____
Nicholas W. Whittlesey, Jr., General Manager

By: _____
John Tillotson, General Manager

**Subrecipient Grant Agreement Exhibit E-1
Excerpt from Exhibit A of the Grant Agreement
(Full Grant Agreement is attached as Attachment 1)**

PROJECT 4: Water Distribution Improvement Project

IMPLEMENTING AGENCY: Olivehurst Public Utilities District

PROJECT DESCRIPTION: The project will increase the reliability and improve the function of Olivehurst Public Utilities District's (OPUD) water distribution system. The major components of the project are to replace approximately 14,000 feet of steel water main with 8-inch diameter C-900 PVC plastic pipe, and replace approximately 25 fire hydrants, approximately 69 8-inch valves and approximately 40 tie-in locations to existing water main lines. The project will prevent loss of approximately 78 million gallons of water through system leaks and inefficiencies, increase public safety of a disadvantaged community by increasing water supply flow for fire-fighting, improve water supply system that supports 10,000 residents of a disadvantaged community, and assist OPUD in increasing its ability to manage dry periods.

Budget Category (a): Project Administration

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, Yuba County Water Agency. Prepare invoices including relevant supporting documentation for submittal to DWR via Yuba County Water Agency. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies – Not applicable.

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Although OPUD has easements in place for entire length of water main, encroachment permits will be required for project implementation and OPUD will obtain the required documentation and complete the permitting process with Yuba County.

Deliverables:

- Permits as required

Task 7: Design

OPUD will subcontract with a consultant to develop final designs (including final plans, specifications, and cost estimate) for the project. This task is expected to involve: topographic survey and mapping, geotechnical survey and report, preparation of construction documents, and development of 100% designs.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction manager will be on site for the duration of the project. Construction manager duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

- Record Drawings

Task 11: Construction

Construction activities include replacing approximately 14,000 feet of steel water main with 8-inch diameter C-900 PVC plastic pipe and replacing approximately 25 fire hydrants, approximately 69 8-inch valves, and approximately 40 tie-in locations to existing water main lines, and are outlined below.

11(a): Mobilization and demobilization of crew and materials will include the following: transport materials to project site(s) and/or temporary staging area, take and submit pre-construction photographs. Demobilization will include cleaning and restoration of job site(s), removal of all temporary facilities and equipment and materials from the work area, and turnover of project from the contractor to the OPUD.

11(b): Site preparation will include: Identification of project site beginning and end, execution of traffic control plan, trenching of project site to locate existing facilities, and removal of existing facilities, including existing water main pipe, valves, tie-ins, and hydrants.

11(c): Once existing water main pipe, valves, tie-ins, and hydrants are removed, new C-900 pipe will be installed, and hydrants, valves, and tie-ins will be replaced to ensure full function of system and prevent leaks.

11(d): Following installation of pipe and replacement of associated water system components, chlorination treatment for 24 hours will be completed, followed by bacteria and pressure testing.

11(e): Following successful bacteria and pressure testing, trenches will be filled and roads restored to county standards.

Deliverables:

- Photographic Documentation of Progress

**Subrecipient Grant Agreement Exhibit E-2
Excerpt from Exhibit B of the Grant Agreement
Updated Project Budget
(Full Grant Agreement is attached as Attachment 1)**

PROJECT 4: Water Distribution Improvement Project

Implementing Agency: Olivehurst Public Utilities District

Project directly serves a need of a Disadvantaged Community: **Yes**

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$6,230	\$6,230
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$253,377	\$0	\$0	\$253,377
(d)	Construction / Implementation	\$1,257,055	\$0	\$1,433,652	\$2,690,707
TOTAL COSTS		\$1,510,432	\$0	\$1,439,882.00	\$2,950,314

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 75% DAC cost share waiver.

** Yuba County Water Agency will provide the cost share for Budget Category D this project and OPUD will cover cost share in Budget Category A.

**Subrecipient Grant Agreement Exhibit E-3
Excerpt from Exhibit C of the Grant Agreement
Updated Project Schedule
(Full Grant Agreement is attached as Attachment 1)**

PROJECT 4: Water Distribution Improvement Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	06/27/2020	03/01/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	10/15/2020	09/01/2021
d	Construction / Implementation ¹	11/01/2020	09/01/2023

³ The dates in Category c and d overlap because a portion of the water main will need to be replaced prior to the others in order to take advantage of road and sidewalk replacement that will be completed for another project by Yuba County. Necessary permits will be obtained prior to start of construction.

Attachment 1

**The Complete Prop 1 Round 1 Integrated Regional Water Management (IRWM)
Implementation Grant Program fully approved Grant Agreement.**

All references contained within this agreement are in reference to this Attachment.

ML 4/6/2021

ME 4/7/2021

CB 4/8/2021

IL 4/9/2021

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
YUBA COUNTY WATER AGENCY
AGREEMENT NUMBER 4600013824
PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Yuba County Water Agency, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on June 27, 2020, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by June 30, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after September 30, 2024.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$4,979,188.
- 4) **GRANTEE COST SHARE.** The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) **BASIC CONDITIONS.**
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
 - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
 - 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the date June 26, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status

- ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
- B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- 14) **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. **Quarterly Progress Reports:** The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. **Accountability Report:** The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. **Project Completion Report:** The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. **Grant Completion Report:** Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. **Post-Performance Reports:** The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be

usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
 - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
 - A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Yuba County Water Agency

Arthur Hinojosa
Chief, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

Kurtis Crawford
Finance Manager
1220 F Street
Marysville, CA 95901
Phone: (530) 740-7083
Email: KCrawford@yubawater.org

Direct all inquiries to the Project Manager:

Department of Water Resources

Yuba County Water Agency

Eliana Camargo
Environmental Scientist
PO Box 942836
Sacramento, CA 94236-0001
Phone: (916) 953-6302
Email: Eliana.Camargo@water.ca.gov

JoAnna Lessard
Project Manager
1220 F Street
Marysville, CA 95901
Phone: (530) 308-3369
Email: jlessard@yubawater.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

YUBA COUNTY WATER AGENCY



Arthur Hinojosa
Chief, Division of Regional Assistance



Kurtis Crawford
Finance Manager

Date 4/13/2021

Date 4/13/2021

EXHIBIT A
WORK PLAN
PROPOSITION 1 ROUND 1 YUBA IRWM IMPLEMENTATION GRANT

Grant Administration**IMPLEMENTING AGENCY: Yuba County Water Agency**

DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project AdministrationTask 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report. Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT 1: Improving Flood Protection in the Yuba Region**IMPLEMENTING AGENCY: Reclamation District 784**

PROJECT DESCRIPTION: The overall goal of this project is to decrease vulnerability to climate change-driven flooding in a heavily developed area of the Yuba IRWM region by upgrading three pump stations. The project will upgrade the pump stations, which are currently configured using “farmer style” wire probe systems that are likely to fail (for example, if debris entangles around the probe wire strands or if a strand becomes corroded). Under the proposed project, modern, standard Supervisory control and data acquisition (SCADA) systems and ultrasonic transmitters will be installed to enable staff to remotely monitor pump station activities, including basin level, status of commercial power, and timing of pumps powering on and off. The primary intended outcome and benefit of the project is to improve Reclamation District (RD) 784’s ability to respond to and resolve breakdowns within the pump system faster and more efficiently, thereby decreasing flood risk and increasing community safety.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors. In addition, under this task RD 784 will conduct pump station improvement oversight and inspection and provide field assistance.

Deliverables:

- Invoices and associated backup documentation.

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit” per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 3: Design

With oversight from RD 784, the contractor selected in Task 9, below, will complete designs of all elements of the improvements to be made at three pump stations. The contractor will assess the existing conditions of the pump stations and determine the appropriate components and specific system elements required. This will include: review of ultrasonic level instrumentation components and provisions for radio communications,

assessment of reconfiguration needs for existing back panels, design of programmable logic controller package, and determination of additional supporting components required (e.g., fused disconnects, terminal blocks, controls, hardware, etc. as required).

Deliverables:

- Updated Project Cost Estimate
- 100% Design Plans and Specifications

Task 4: Feasibility Studies – Not applicable

Task 5: CEQA Documentation – Not applicable

The Lead Agency has determined that this action is not a project as defined by CEQA.

Task 6: Permitting – Not applicable

Permits are not required for this project.

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. RD 784's field superintendent or general manager will be on site during project implementation to address questions of contractors on site, review or update project schedule, review any contractor log submittals and pay requests, forecast cash flow, and notify contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

With oversight from RD 784, the contractor selected in Task 9 will complete the upgrades of three RD 784 pumping stations. Under this task, the contractor will install, calibrate, and test SCADA systems at all three stations. This will involve: instrumentation removal and installation, instrumentation startup and testing, and programmable logic controller (PLC) and SCADA programming. Once the station improvements are complete, the contractor will train RD 784 employees as to the new systems' operational processes.

At pump stations 5 and 7, this task will include:

- 11(a): Replacing the existing backup control systems with ultrasonic-type level transmitters.
- 11(b): Removing the existing backup probe system instrumentation (box and probes) and wiring between the motor control center (MCC) and instrument box.
- 11(c): Installing new transmitter and transducer and all associated wire connections.
- 11(d): Start-up of new level transmitter and program the unit to provide level signal and relay logic for backup pump controls.
- 11(e): Programming new alarms in new alarm call out system.
- 11(f): Completing programing and connections with the existing RD 784 SCADA computer.

At pump station 9, where a SCADA system is partially in place, this task will include:

- 11(g): Starting up new level transmitter and program the unit to provide level signal and relay logic for backup pump controls.
- 11(h): Programming new alarms in new alarm call out system.
- 11(i): Completing programing and connections with the existing RD 784 SCADA computer.

Deliverables:

- Photographic Documentation of Progress and Final Installation
- Specification details on the new ultrasonic transmitters and associated components

PROJECT 2: Wastewater System Upgrade and Energy Efficiency Project**IMPLEMENTING AGENCY: Linda County Water District (LCWD)**

PROJECT DESCRIPTION: This project will proactively address near- and long-term impacts related to climate change and capacity needs through the following major components: upgrading the plant's aeration system (upgrading blowers and identifying aeration-system inefficiencies), investigating possible grit removal solutions, improving solids waste handling and disposal (via a polymer injection facility), and improving the plant's ability to manage high and variable flows (equalization infrastructure). The expected benefits of this project include: increase in the wastewater LCWD's plant can process (2 million gallons/day increase expected); increase in cost-effective and innovative measures used for processing; improvement to wastewater system's function and longevity; energy efficiency is increased and operation costs are decreased (reduction in power consumption annually expected to be 244,404 kilowatt-hour); environmental impacts are reduced, including climate change-related impacts to two DACs; and additional future reductions in greenhouse gas emissions by LCWD are advanced.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

A preliminary design report was completed, which addressed the feasibility of the grit removal and flow equalization elements of the project. Additional feasibility-related analysis will be completed for grit removal (details are included in Task 7: Design, below).

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Determination for the Environmental Impact Report was filed with the State Clearing House for this project in December 2020. Prepare letter stating no legal challenges.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Develop a permitting plan that lists the permits required to complete the project. Based on the permitting plan, obtain all permits required for the project and submit required documentation to DWR.

Deliverables:

- Permits as required

Task 7: Design

This task consists of planning-level studies that will be implemented in the future to enhance the operational efficiency of the wastewater treatment plant.

7(a) Grit Removal - Gather data, including grit sampling, and develop a grit characterization report and grit removal technical memorandum. The technical memo will compare the effectiveness of various grit-removal technologies for future implementation at LCWD's wastewater treatment facility. The final technical memorandum will include 10% design level drawings and a preliminary construction cost estimate.

7(b) Aeration Delivery - Conduct an investigation of the treatment plant's aeration-delivery system, which is experiencing unnecessary system losses and mechanical issues. Compile data and observations, along with a summary of causes and recommendations for system improvements, in a technical memorandum.

7(c) Polymer Injection - In 2019, LCWD conducted a polymer injection study using a rental polymer mixing and injection skid. The study indicated that adding polymer to the processing of solids would increase the efficacy and efficiency of removing liquid from the solids, thereby maximizing existing sludge-drying infrastructure. LCWD will compile the information gathered during this field study into a technical memorandum, which will serve as the basis of design for a polymer injection system.

7(d) Equalization Basin - Conduct a geotechnical investigation and perform a topographic survey of the area where a new equalization basin will be constructed. Information obtained from this work will be used for the design of the equalization basin.

7(e) Final Design - Prepare bid-level design documents for the construction of a new flow equalization basin, removal and replacement of the aeration blower, and construction and installation of a polymer injection system. Design will consist of 75% design, 100% design documents, and Engineer's Opinion of Probable Construction Cost. The new equalization basin will be designed to match that of the existing concrete-lined sludge lagoon, while design for the aeration blower will be based on a field service report prepared by blower manufacturer Neuros in December 2018. The polymer injection facility designs will be guided by the polymer injection technical memorandum described in Task 4.

Deliverables:

- Basis of Design Report
- Grit Removal Technical Memorandum
- 100% Design Plans and Specifications.

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A part-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings.

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization - Obtain insurance and bonds, move all equipment onto the project site, submit and approve initial project schedule, prepare and submit Environmental Protection Plan, take and submit pre-construction photographs, furnish temporary construction utilities (temporary power, toilets, water, etc.), install temporary field office trailer(s), and any other items required for the proper initiation of the work. Demobilization will include site cleaning and restoration of surfaces within the job site, post-construction meeting, removal of all temporary facilities and equipment and materials from the work area, disconnection of the temporary construction utilities, and turnover of project to the LCWD.

11(b): Temporary Sheet piling, Shoring, Sloping and Bracing - This activity covers all excavations 5 feet or greater in depth, which include design, procurement, installation, maintenance, monitoring, removal, filling of voids (if any), and any other work necessary to provide all sheet piling, shoring, sloping and bracing of excavations for worker protection and protection of adjacent improvements.

11(c): Construction of Equalization Basin - This activity includes demolition, and furnishing of all labor, materials and equipment for construction of the equalization basin with a storage capacity of approximately 2 million gallons. Work required will include locating and connecting to existing underground infrastructure installed during the past plant expansion project for future use, excavation, backfill, and compaction of basin foundation and sidewalls, concrete formwork and finishing, construction of gravel access roads to and around basin and all associated work as shown on the Drawings and described in the Contract Documents.

11(d): Aeration Blower Upgrades - This activity includes removal and replacement of an existing 75 horsepower aeration blower with a new 200 horsepower dual core blower and reestablishing connection to existing air delivery system. Project will include upgrades to outdated control programming and equipment and all associated work as shown on the Drawings and described in the Contract Documents.

11(e): Polymer Injection System - This activity includes construction and installation of a new polymer injection facility, which comprises a storage shed for housing polymer dosing and monitoring equipment. The polymer injection skid will be equipped with progressive cavity pumps and a discrete controller for making field adjustments. Work required will include excavation of existing solids delivery pipeline and installation of an accessible polymer injection point for connection of new polymer injection facility equipped with polymer feed skid, monitoring and controls panel, and all associated work as shown on the Drawings and described in the Contract Documents.

Deliverables:

- Photographic Documentation of Progress
- Written Notice of Project Completion
- Record Drawings based on Contractor Supplied Markups

PROJECT 3: Wheatland Comprehensive Drinking Water Project**IMPLEMENTING AGENCY: City of Wheatland (City)**

PROJECT DESCRIPTION: The overall goal of this project is to improve the function and reliability of the City of Wheatland's water supply system. The existing 100-year-old elevated water storage tower will be removed from service and structurally rehabilitated to meet seismic requirements. Six groundwater wells that currently supply water to the City's storage tanks are controlled by a SCADA system, which is deficient and will be upgraded, including booster pumps. The project also will implement system-wide water meter automation upgrades including Advanced Metering Infrastructure (or AMI, which will allow the meter reading system to transfer data between the water meter and the metering system database through radio and cell signals), and associated operational & billing software.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicable.Task 5: CEQA Documentation

A Notice of Exemption was filed with Yuba County for this project on February 19, 2021. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Completed CEQA documents
- Legal Challenges Letter

Task 6: Permitting – Not applicable

Permits will not be required for this project.

Task 7: Design

The City of Wheatland has completed preliminary planning that will inform this task. Preliminary design will include completing a basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary design details for tower rehabilitation, coordination with billing software and meter providers necessary to complete 100% design package (cost estimate, plans, and specifications).

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Updated Project Cost Estimate

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A construction inspector and City staff will be on site for the duration of the project. Scope will include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

The City will work with the consultants and contractors selected to complete the construction and implementation activities required for water system improvements, water tank rehabilitation, and water accounting upgrades. Specific activities for each of these project components are described below.

Water Tower Rehabilitation will include repair to bring the tower into compliance with current seismic requirements as outlined in the City's October 2010 structural analysis. Scope will include repair of the noticeable corrosion, bent and loose turnbuckles, and other deficiencies as required before the tower is repainted.

Pumps and tanks replacement will include removing existing pumps and motors associated with existing water storage tanks. This equipment will be replaced with new ground-mounted pressure tanks, booster pumps, and associated SCADA upgrades.

The meter replacement and automation will include system-wide water meter automation upgrades. Meters will be installed system-wide for both services and supply wells. The SCADA telemetry radio system will also be installed, including antenna installation, sensors, and associated software. City staff will be trained regarding the use of the new software.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Water Distribution Improvement Project**IMPLEMENTING AGENCY: Olivehurst Public Utility District (OPUD)**

PROJECT DESCRIPTION: The project will increase the reliability and improve the function of Olivehurst Public Utility District's water distribution system. The major components of the project are to replace approximately 14,000 feet of steel water main with 8-inch diameter C-900 PVC plastic pipe, and replace approximately 25 fire hydrants, approximately 69 8-inch valves and approximately 40 tie-in locations to existing water main lines. The project will prevent loss of approximately 78 million gallons of water through system leaks and inefficiencies, increase public safety of a disadvantaged community by increasing water supply flow for fire-fighting, improve water supply system that supports 10,000 residents of a disadvantaged community, and assist OPUD in increasing its ability to manage dry periods.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation.

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies – Not applicable.

Task 5: CEQA Documentation

A Notice of Exemption was filed with Yuba County for this project in January 2021. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Although OPUD has easements in place for entire length of water main, encroachment permits will be required for project implementation and OPUD will obtain the required documentation and complete the permitting process with Yuba County.

Deliverables:

- Permits as required

Task 7: Design

OPUD will subcontract with a consultant to develop final designs (including final plans, specifications, and cost estimate) for the project. This task is expected to involve: topographic survey and mapping, geotechnical survey and report, preparation of construction documents, and development of 100% designs.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation**Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction manager will be on site for the duration of the project. Construction manager duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not

acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings.

Task 11: Construction

Construction activities include replacing approximately 14,000 feet of steel water main with 8-inch diameter C-900 PVC plastic pipe and replacing approximately 25 fire hydrants, approximately 69 8-inch valves, and approximately 40 tie-in locations to existing water main lines and are outlined below.

11(a): Mobilization and demobilization of crew and materials will include the following: transport materials to project site(s) and/or temporary staging area, take and submit pre-construction photographs. Demobilization will include cleaning and restoration of job site(s), removal of all temporary facilities and equipment and materials from the work area, and turnover of project from the contractor to the OPUD.

11(b): Site preparation will include: identification of project site beginning and end, execution of traffic control plan, trenching of project site to locate existing facilities, and removal of existing facilities, including existing water main pipe, valves, tie-ins, and hydrants.

11(c): Once existing water main pipe, valves, tie-ins, and hydrants are removed, new C-900 pipe will be installed, and hydrants, valves, and tie-ins will be replaced to ensure full function of system and prevent leaks.

11(d): Following installation of pipe and replacement of associated water system components, chlorination treatment for 24 hours will be completed, followed by bacteria and pressure testing.

11(e): Following successful bacteria and pressure testing, trenches will be filled and roads restored to county standards.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Water Meter Installation Project**IMPLEMENTING AGENCY: Olivehurst Public Utility District (OPUD)**

PROJECT DESCRIPTION: This project will install water meters in the Olivehurst Public Utility District for the 426 customers who are still charged under the outdated flat-rate system. Upon completion, it is expected for the water use to decrease in the households with new meters by approximately 15% based on conservation studies.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies – Not applicableTask 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Completed CEQA documents
- Legal Challenges Letter

Task 6: Permitting – Not applicableTask 7: Design – Not applicable

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. OPUD will address any questions of contractors on site, review/update project schedule, review contractor log submittals and pay requests, forecast cash flow, and notify contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Construction

Under this task, the hired contractor will install 426 meters, located throughout old town Olivehurst. Meter installation involves digging to find household water connections and installing a meter, a meter box, and radio unit attachment.

Deliverables:

- Contractor Work Logs

PROJECT 6: Fire and Drinking Water Storage Improvement**IMPLEMENTING AGENCY: North Yuba County Water District (NYWD)**

PROJECT DESCRIPTION: This project will increase the reliability of water supply for the communities of Brownsville, Challenge, Forbestown, and Rackerby by: 1) replacing the Challenge Tank, which is a 100,000-gallon wooden structure built in 1966 that provides water to approximately 230 households; 2) lining the Rackerby Tank, which is a 100,000-gallon bolted steel structure built in 1978 that provides water to approximately 70 households; and 3) lining the Forbestown Tank, which is a 100,000-gallon bolted steel structure constructed in 1967 that provides water to approximately 700 households. These water storage and supply system elements are essential for domestic water supply and emergency fire protection.

Budget Category (a): Project AdministrationTask 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/EasementTask 3: Land Purchase – Not Applicable**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**Task 4: Feasibility Studies

A preliminary engineering report was completed as part of the project development process.

Deliverables:

- Preliminary engineering report

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Obtain all permits required for the project and submit required documentation to DWR.

Deliverables:

- Permits as required

Task 7: Design

Design and engineering for the Challenge Tank replacement will include: site topographic surveys, base mapping, geotechnical surveys, testing, and report preparation. The topographic surveys and base mapping will include existing terrain, utilities, and boundaries and easements. NYWD will hire a subconsultant to complete the geotechnical surveys and testing, which will include semiology, and seismic ground motion, slope instability and landslide potential, expansive soils, shallow groundwater, and soil corrosivity. Upon completion of the surveys and testing, a basis of design report will be prepared, which will inform the development of final design, plans, and specifications. Prepare construction documents and 100% design. These will include vehicular access, site grading and drainage, tank specifications, performance requirements, and updated cost estimates. These materials will be included in the request for proposals undertaken in Task 4. The tank lining portions of this project will not require engineering; however, construction documents will need to be prepared. Finalize tank lining specifications and performance requirements and complete a final cost estimate.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A resident engineer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Challenge Tank Replacement - Construction operations for the Challenge Tank, a 32-foot by 18-foot, 100,000-gallon tank, which is expected to be replaced with a new tank that has the same footprint as the existing tank, will include:

Contractor mobilization; Temporary erosion control measures (assumed less than 1 acre); Clearing and grubbing; Construction staking; Temporary water storage tank placement and connection; Existing tank and foundation demolition and disposal; Rough grading and drainage; Foundation construction Tank and piping construction; Finished grading and drainage; Connect and bring new tank online Temporary water storage tank removal; Post-construction erosion control and site cleanup; and Contractor Demobilization

Forbestown and Rackerby Tank Lining - Installation operations for the tank linings will include:

Contractor mobilization; Temporary water storage tank placement and connection; Drain tanks; Clean tank interior of loose debris and sediment; Install 24-inch square steel hatch assembly and vents on tank roof; Prepare and apply rust inhibiting paint and epoxy paint on interior of manway and pipe penetrations; Cover walls and floor with 8-ounce geotextile underlayment cloth; Install 45-MIL liner using polypropylene batten bar secured with weld studs every 12-inches; Encase support post with liner material; Install compression flanges with new gaskets on inlet/outlet pipes and overflow; and Contractor demobilization

Deliverables:

- Photographic Documentation of Progress
- Engineers Certification (confirming proper function of water supply system)

EXHIBIT B**BUDGET****PROPOSITION 1 ROUND 1 YUBA IRWM IMPLEMENTATION GRANT****AGREEMENT BUDGET SUMMARY**

	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$0	N/A	\$143,289	\$143,289	N/A

PROJECTS

1	Improving Flood Protection in the Yuba Region	\$360,593	\$0	\$ 114,097	\$474,690	0%
2	Wastewater System Upgrade and Energy Efficiency Project	\$1,400,000	\$0	\$1,482,986	\$2,882,986	0%
3	Wheatland Comprehensive Drinking Water Project	\$682,347	\$682,347	\$0	\$1,364,694	50%
4	Water Distribution Improvement Project	\$1,510,432	\$0	\$1,439,882	\$2,950,314	0%
5	Water Meter Installation Project	\$333,700	\$0	\$0	\$333,700	0%
6	Fire and Drinking Water Storage Improvement	\$692,116	\$0	\$0	\$692,116	0%
GRAND TOTAL		\$4,979,188	\$682,347	\$3,180,254	\$8,841,789	-

Grant Administration

Implementing Agency: Yuba County Water Agency

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share*	Total Cost
(a)	Project Administration	\$0	N/A	\$143,289	\$143,289
TOTAL COSTS		\$0	N/A	\$143,289	\$143,289

NOTES:

*Yuba County Water Agency will provide the other cost share.

PROJECT 1: Improving Flood Protection in the Yuba Region

Implementing Agency: Reclamation District 784

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$31,118	\$0	\$10,372	\$41,490
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$33,750	\$0	\$11,250	\$45,000
(d)	Construction / Implementation	\$295,725	\$0	\$92,475	\$388,200
TOTAL COSTS		\$360,593	\$0	\$114,097	\$474,690

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% DAC cost share waiver.

** Reclamation District 784 will provide the other cost share for this project.

PROJECT 2: Wastewater System Upgrade and Energy Efficiency Project

Implementing Agency: Linda County Water District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$22,560	\$22,560
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$250,000	\$0	\$18,720	\$268,720
(d)	Construction / Implementation	\$1,150,000	\$0	\$1,441,706	\$2,591,706
TOTAL COSTS		\$1,400,000	\$0	\$1,482,986	\$2,882,986

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% DAC cost share waiver.

** Linda County Water District will provide the other cost share for this project.

PROJECT 3: Wheatland Comprehensive Drinking Water Project

Implementing Agency: City of Wheatland

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a)	Project Administration	\$20,000	\$20,000	\$0	\$40,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$47,500	\$47,500	\$0	\$95,000
(d)	Construction / Implementation	\$614,847	\$614,847	\$0	\$1,229,694
TOTAL COSTS		\$682,347	\$682,347	\$0	\$1,364,694

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Yuba County Water Agency will provide the cost share for this project.

PROJECT 4: Water Distribution Improvement Project

Implementing Agency: Olivehurst Public Utility District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$6,230	\$6,230
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$253,377	\$0	\$0	\$253,377
(d)	Construction / Implementation	\$1,257,055	\$0	\$1,433,652	\$2,690,707
TOTAL COSTS		\$1,510,432	\$0	\$1,439,882	\$2,950,314

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% DAC cost share waiver.

**Yuba County Water Agency will provide the other cost share for this project.

PROJECT 5: Water Meter Installation

Implementing Agency: Olivehurst Public Utility District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a)	Project Administration	\$5,000	\$0	\$0	\$5,000
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0	\$0
(d)	Construction / Implementation	\$328,700	\$0	\$0	\$328,700
TOTAL COSTS		\$333,700	\$0	\$0	\$333,700

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% DAC cost share waiver.

PROJECT 6: Fire and Drinking Water Storage Improvement

Implementing Agency: North Yuba County Water District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a)	Project Administration	\$38,618	\$0	\$0	\$38,618
(b)	Land Purchase / Easement	\$0	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$107,335	\$0	\$0	\$107,335
(d)	Construction / Implementation	\$546,163	\$0	\$0	\$546,163
TOTAL COSTS		\$692,116	\$0	\$0	\$692,116

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received a 100% DAC cost share waiver.

**EXHIBIT C
SCHEDULE****PROPOSITION 1 ROUND 1 YUBA IRWM IMPLEMENTATION GRANT****Grant Administration**

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	06/27/2020	06/30/2024

PROJECT 1: Improving Flood Protection in the Yuba Region

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	06/27/2020	03/01/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	01/31/2021	08/31/2021
d	Construction / Implementation ¹	10/15/2020	09/01/2023

¹ Category d includes Project Bidding and Award, which will be completed before some tasks within Category c are initiated. The contractor selected for the project will be responsible for project designs as well as construction.

PROJECT 2: Wastewater System Upgrade and Energy Efficiency Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	06/27/2020	03/01/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	08/01/2020	08/31/2021
d	Construction / Implementation ²	3/14/2021	09/01/2023

² Category d includes Project Bidding and Award, which will be completed before some tasks within Category c are initiated. The contractor selected for the project will be responsible for project designs as well as construction.

PROJECT 3: Wheatland Comprehensive Drinking Water Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	06/27/2020	03/01/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation ³	04/01/2020	12/01/2021
d	Construction / Implementation	04/01/2020	09/01/2023

³The start and end dates for Category c and d overlap because the City will initiate the search for a contractor (Category d) before the full design of the water system reliability elements (Category c) is complete.

PROJECT 4: Water Distribution Improvement Project

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	06/27/2020	03/01/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation ⁴	10/15/2020	09/01/2021
d	Construction / Implementation	11/01/2020	09/01/2023

⁴The dates in Category c and d overlap because a portion of the water main will need to be replaced prior to the others in order to take advantage of road and sidewalk replacement that will be completed for another project by Yuba County. Necessary permits will be obtained prior to start of construction.

PROJECT 5: Water Meter Installation

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	6/27/2020	3/01/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	N/A	N/A
d	Construction / Implementation	9/1/2020	9/01/2023

PROJECT 6: Fire and Drinking Water Storage Improvement

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	06/27/2020	03/01/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation ⁵	08/15/2020	8/31/2021
d	Construction / Implementation	10/15/2020	09/01/2023

⁵The tank replacement portion of the project is more complex than the tank linings, which results in an overlap in categories c and d. The linings will not require designs so category d tasks related to tank lining will begin before category c tasks related to tank replacement are complete.

EXHIBIT D**STANDARD CONDITIONS**

- D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**
- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.
- D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (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.
- D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. **CEQA:** Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act. (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, 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.
- D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State 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. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** 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. 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.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.
- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement acceptable to the State may result in termination of this Agreement.
- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, 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.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

RESOLUTION NO. 2019-21

**A RESOLUTION OF THE YUBA COUNTY WATER AGENCY BOARD OF DIRECTORS
APPOINTING A REPRESENTATIVE TO SUBMIT A PROPOSAL AND EXECUTE AN
AGREEMENT WITH THE STATE OF CALIFORNIA TO RECEIVE GRANT FUNDS FOR THE
SACRAMENTO RIVER FUNDING AREA OF THE YUBA IRWM PLANNING AREA**

WHEREAS, the California Department of Water Resources requires grant applicants to provide a resolution adopted by the applicant’s governing body designating an authorized representative to submit the proposal and execute an agreement with the State of California; and

WHEREAS, the Yuba County Water Agency Board of Directors (Board) supports a proposal to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management (IRWM) Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et. Seq.); and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Yuba County Water Agency wishes to enter into an agreement to receive a grant for the Sacramento River Funding Area of the Yuba IRWM Planning Region and hereby authorizes and directs Curt Aikens, General Manager, or designee, to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

PASSED AND ADOPTED by the Board of Directors of the Yuba Water Agency on the 19th day of November, 2019 by the following vote:

- AYES: Hastey, Fletcher, Bradford, Leahy, Lofton, Mathews, Vasquez
- NOES: None
- ABSTAIN: None
- ABSENT: None


Brent Hastey, Chair


Attest: James Mitrisin
Clerk of the Board

📞 530.741.5000
✉ info@yubawater.org
🌐 yubawater.org



September 9, 2020

Eliana Camargo
California Department of Water Resources
Division of Integrated Regional Water Management
Financial Assistance Branch
901 P Street, Room 213A
PO Box 942836
Sacramento, CA 95814-0001

Re: Request to change designated Agency Representative and Signatory for the Yuba Water Agency's Proposition 1 IRWMP Implementation Grants

Dear Ms. Camargo,

This letter is a request to change the Project Representative and Signatory on all future letters, notices or invoices related to this Grant, from Curt Aikens (former Yuba Water General Manager) to Kurtis Crawford (Yuba Water Finance Manager). At Yuba Water, Kurtis has the authority to manage all communications related to the two Proposition 1 IRWMP Implementation grants, review invoices sent to DWR, and to formally submit invoices and reports. We understand that with the submittal of this letter, you will accept all future communications, including grant agreements and invoices, signed by Kurtis Crawford on behalf of Yuba Water Agency.

Please call with any questions or comments you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Willie Whittlesey", written over a light blue horizontal line.

Yuba County Water Agency
Willie Whittlesey
General Manager
(530) 741-5026 office
(530) 701-6018 cell
wwhittlesey@yubawater.org

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information

- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H**STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document RequirementsInternal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Improving Flood Protection in the Yuba Region

Sponsor Agency: Reclamation District 784

Agency Address: 1594 Broadway, Arboga CA 95961

Project Location: Linda, California (39.119619, -121.570362)

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: Wastewater System Upgrade and Energy Efficiency Project

Sponsor Agency: Linda County Water District

Agency Address: 1280 Scales Ave, Marysville, CA 95901

Project Location: Olivehurst, California (39.101530, -121.583750)

Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Wheatland Comprehensive Drinking Water Project

Sponsor Agency: City of Wheatland

Agency Address: 111 C St, Wheatland, CA 95692

Project Location: Wheatland, California (39.013520, -121.426890)

Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Water Distribution Improvement Project

Sponsor Agency: Olivehurst Public Utility District

Agency Address: 1970 9th Ave, Olivehurst, CA 95961

Project Location: Olivehurst, California (39.091657, -121.552033)

Local Project Sponsor Agency Designation

Sponsored Project: Project 5: Water Meter Installation

Sponsor Agency: Olivehurst Public Utility District

Agency Address: 1970 9th Ave, Olivehurst, CA 95961

Project Location: Olivehurst, California (39.088556, -121.551024)

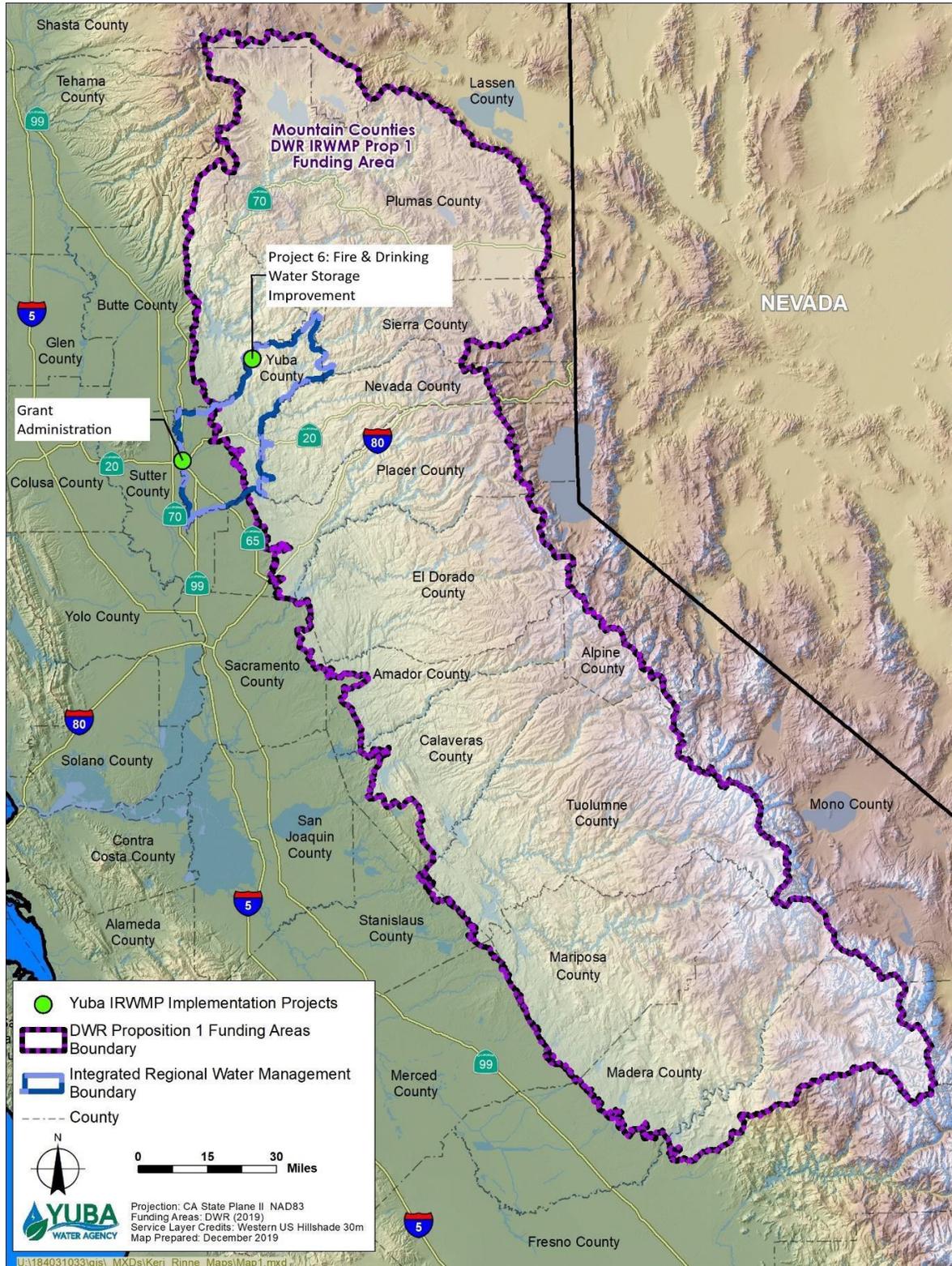
Local Project Sponsor Agency Designation

Sponsored Project: Project 6: Fire and Drinking Water Storage Improvement

Sponsor Agency: North Yuba County Water District

Agency Address: 8691 La Porte Rd, Brownsville, CA 95919

Project Location: Challenge-Brownsville, California (39.460680, -121.285000)



U:\184031033\gis\MXDs\Keri_Rinne_Maps\Map1.mxd

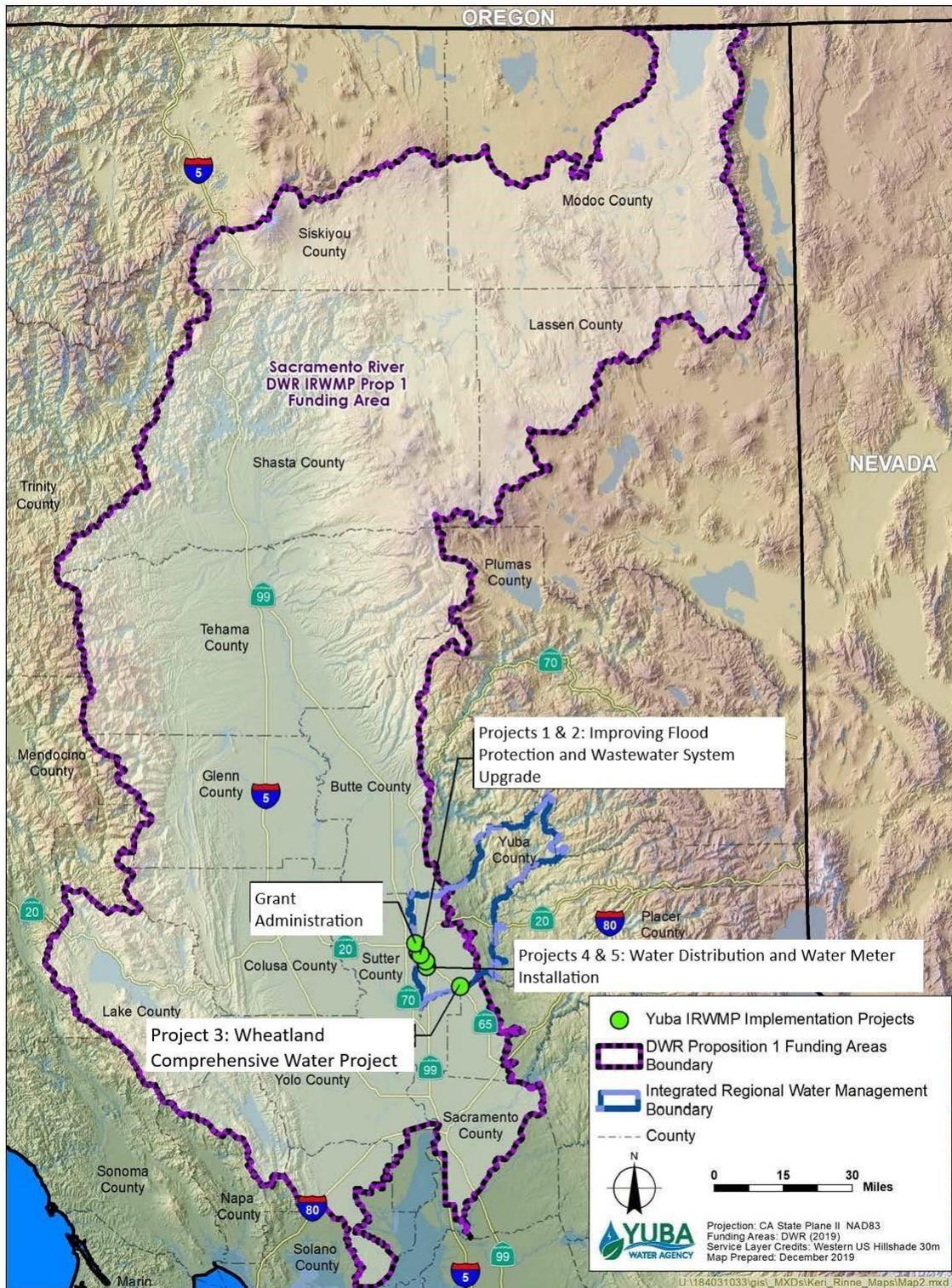


EXHIBIT J

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?