



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 26, 2007

IN REPLY PLEASE
REFER TO FILE: C-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AWARD CONSTRUCTION CONTRACT
ACCEPT CALIFORNIA DEPARTMENT OF WATER RESOURCES PROPOSITION 13
GROUNDWATER STORAGE CONSTRUCTION GRANT AND FEDERAL
EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT
BIG TUJUNGA DAM SEISMIC REHABILITATION AND SPILLWAY MODIFICATION
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Award and authorize the Director of Public Works, or his designee, to prepare and execute a construction contract, in the form previously approved by County Counsel with Shimmick Construction Company, the lowest responsible and responsive bidder, for the Big Tujunga Dam Seismic Rehabilitation and Spillway Modification project, in the amount of \$88,533,680, and to establish the effective contract date following receipt of approved Faithful Performance and Labor and Material Bonds and insurance certificates filed by the contractor.
2. Adopt the enclosed Resolution accepting a Proposition 13 Groundwater Storage grant in the amount of \$6,600,000 from the California Department of Water Resources (DWR) to partially reimburse the construction cost of the project and authorizing the Director of Public Works in his capacity as Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with the DWR on any and all matters related to this grant including negotiating and executing an Agreement substantially similar to the enclosed grant Agreement and signing requests for reimbursement.

3. Accept a Hazard Mitigation Grant in the amount of \$5,365,092 from the Federal Emergency Management Agency (FEMA) to partially reimburse the construction cost of the project and authorize the Director of Public Works in his capacity as Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with FEMA on any and all matters related to this grant including signing requests for reimbursement and executing and submitting the enclosed Assurances Form.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow Public Works to proceed with construction to modify Big Tujunga Dam to meet current seismic and spillway requirements of the State Department of Water Resources - Division of Safety of Dams and restore full operation of the dam. The maximum water storage level behind the dam is currently restricted by the State due to safety concerns. The proposed project will rehabilitate and strengthen the dam by creating a thick-arch dam that will reduce the risk of a seismically induced failure. This project will also replace the outlet valves and control systems for reliable release of water for flood control and water conservation purposes.

This project, which is one component of the Big Tujunga - San Fernando Basin Groundwater Enhancement project, will also increase sustainability of local water supply by providing additional reservoir capacity to capture stormwater runoff. Approximately 4,500 additional acre-feet of water will be captured and recharged to local groundwater basins annually as a result of this project. In addition, a portion of the additional captured water will be used to supplement stream flows and provide habitat enhancement for Federally listed (threatened) species. The project has received letters of support from the U.S. Forest Service, State Department of Fish and Game, City of Los Angeles Department of Water and Power, City of Burbank, City of Glendale, Metropolitan Water District, State Department of Water Resources - Division of Safety of Dams, and the Upper Los Angeles River Area Watermaster.

On March 20, 2007, your Board adopted the plans and specifications and authorized advertising for construction bids for the project. The original engineers estimate of \$67,500,000 was revised to \$68,949,882 based on questions received from potential bidders during the bid process. On May 31, 2007, four bids were received. All four bids exceeded the engineer's estimate (see enclosed Bid Summary). FCI Constructors, Inc., was the apparent lowest bidder with a bid of \$74,820,285; however, they were relieved of their bid as allowed for in Section 5101 of the Public Contract Code and Section 2.18.050 of the Los Angeles County Code after demonstrating they made a clerical error in the preparation of their bid.

Shimmick Construction Company was the lowest responsive and responsible bidder with a bid of \$88,533,680, which is over the engineer's estimate by \$19,583,798 or nearly 28 percent. Although the bid is higher than the engineer's estimate, award is recommended. The bid amount is reflective of limited bidders due to the tight market for specialized heavy civil construction and unknowns related to the cost of cement and steel over the long construction period due to pressures of the global construction market.

Accepting grant funding of \$6,600,000 from DWR and \$5,365,092 from FEMA will offset a portion of the higher construction cost. This work is consistent with the objectives of the Groundwater Storage Construction Program while also reducing the potential for loss of life and property due to natural disasters consistent with the objectives of the Hazard Mitigation Grant Program.

Implementation of Strategic Plan Goals

This project is consistent with the County Strategic Plan Goal of Service Excellence since the flood protection and additional water conservation provided by the project will improve the quality of life in the County. This action is also consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking external funding sources.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The Big Tujunga Dam Seismic Rehabilitation and Spillway Modification project's construction cost is \$88,533,680 and will take three years to complete. The Flood Control District will fund this project over a period of four fiscal years. The first year's cost of \$32,000,000 is funded in the Fiscal Year 2006-07 Flood Control District Fund budget. Appropriations for the second through fourth years will be included in the Flood Control District's Fund Budget for those years.

The grant funding from DWR and FEMA for this project will be used to partially reimburse the Flood Control District up to \$6,600,000 and \$5,365,092, respectively. We will continue to seek additional funding and will return to your Board to accept any additional grant funds and request authority to execute necessary funding agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract award is to the lowest responsible bidder in accordance with the California Public Contract Code and your Board's directives.

A standard contract, in the form previously approved by County Counsel, will be used. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the contract. It will also include the standard clauses relating to the Small Business Enterprise Preference Program consideration.

As required by your Board, language has been incorporated into the project specifications stating that the contractor shall notify its employees, and shall require each subcontractor to notify its employees, about Board Policy 5.135 (Safely Surrendered Baby Law) and that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

On July 11, 2000, your Board approved guidelines for the acceptance of any grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statements for both grants are enclosed for your review.

The enclosed Resolution to formally accept the Proposition 13 Groundwater Storage Construction Program grant and the enclosed Agreement, which is required by the DWR, have been approved as to form by County Counsel.

FEMA does not require a formal agreement or resolution to award grant funding under the Hazard Mitigation Grant Program; however, they require signing and submitting the enclosed Assurances Form.

ENVIRONMENTAL DOCUMENTATION

On January 31, 2006, Agenda No. 40, your Board approved the Mitigated Negative Declaration and Mitigation Monitoring Program prepared for this project.

CONTRACTING PROCESS

The contract was solicited on an open competitive basis in accordance with the provisions of the Public Contract Code.

The project specifications contain provisions requiring the contractor to report solicitations of improper consideration by County employees allowing the County to terminate the contract if it is found that the contractor offered or gave improper consideration to County employees.

We have confirmed that the contractor is in compliance with the County's Child Support Compliance Program and the requirements of the Contractor Employee Jury Service Program. In addition, the contract will include language requiring compliance with the Newborn Abandonment Law (Safely Surrendered Baby Law).

The project specifications also contain a provision that, should the contractor require additional or replacement personnel to fill employment openings, consideration shall be given to hiring qualified participants in the County's Greater Avenues for Independence or General Relief Opportunities for Work Programs.

To ensure that the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report False Claims Act violations, labor law/payroll violations, debarments, their civil litigation history, and information regarding prior criminal convictions. The information reported by the contractor was considered before making this recommendation to award.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project is to be completed in 900 calendar days. It is estimated the work will start in September 2007 and be completed in April 2010. When completed, the project will enhance the quality of life for many residents in this County by increasing the amount of water conserved and by reducing the risk of dam failure.

The Honorable Board of Supervisors
June 26, 2007
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CONCLUSION

Please return one adopted copy of this letter to Public Works.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Wolfe", written over a horizontal line.

DONALD L. WOLFE
Director of Public Works

HH:ts

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Enc. 5

cc: Chief Administrative Office
County Counsel
Office of Affirmative Action Compliance

BID SUMMARY

AWARD OF CONTRACT
June 26, 2007

PROJECT ID NO. WRDD000005, BIG TUJUNGA DAM SEISMIC REHABILITATION AND SPILLWAY MODIFICATION (in the vicinity of Sunland), Supervisorial District 5

TYPE OF WORK: Construction of thick arch dam, spillway, and abutment wall, common excavation, rock excavation, consolidation grouting, control house and generator buildings, penstocks, butterfly and jet flow valves, a generator system, electrical and instrumentation work, plumbing work, and other appurtenant work.

CALL FOR BIDS DATE: March 20, 2007 (Agenda No. 38)

BID OPENING DATE: May 31, 2007

BID SUMMARY:

Low	Shimmick Construction Co. 24200 Clawiter Road Hayward, California 94545 (510) 293-1100	\$ 88,533,680.00
2	Barnard Construction Co.	\$ 97,529,750.00
3	Kiewitt Pacific Co.	\$102,819,775.00

FCI Constructors, Inc., submitted a bid of \$74,820,285; however, they were relieved of their bid as allowed for in Section 5101 of the Public Contract Code and Section 2.18.050 of the Los Angeles County Code after demonstrating they made a clerical error in the preparation of their bid.

FINANCIAL INFORMATION:

Amount of estimate	\$ 68,949,882.00
Amount of recommended contract	\$ 88,533,680.00
Amount of recommended contract above estimate	\$ 19,583,798.00

The amount of the recommended contract is 28 percent above the estimate.

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE DATA:

Shimmick Construction Co. has no MWBE subcontractors/suppliers under this contract.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, CALIFORNIA, ACTING AS GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
TO ACCEPT A GRANT THROUGH THE PROPOSITION 13 GROUNDWATER
STORAGE CONSTRUCTION PROGRAM FOR THE BIG TUJUNGA -
SAN FERNANDO BASIN GROUNDWATER ENHANCEMENT PROJECT

WHEREAS, the people of the State of California have enacted the Safe Drinking, Clean Water, Watershed Protection and Flood Protection Act (Proposition 13); and

WHEREAS, the California Department of Water Resources has been delegated the responsibility for the administration of the grant program in its jurisdiction; and

WHEREAS, the California Department of Water Resources has awarded the Los Angeles County Flood Control District a Proposition 13 Groundwater Storage Construction Program grant in the amount of \$6,600,000 for the purpose of funding the Big Tujunga - San Fernando Basin Groundwater Enhancement project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles Flood Control District, hereby accepts the grant award pursuant and subject to all of the terms and provisions of the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act;

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes and directs the Chief Engineer of the Los Angeles County Flood Control District, or his designee, to conduct business with the California Department of Water Resources on any and all matters related to this grant including negotiating and executing the grant Agreement substantially similar to the enclosed agreement and signing any requests for reimbursement.

The foregoing Resolution was adopted on the 26TH day of JUNE, 2007, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.



SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works on behalf of the Los Angeles County Flood Control District (LACFCD)

Grant Project Title and Description

Big Tujunga - San Fernando Basin Groundwater Enhancement Project
 The project will include structural modifications to Big Tujunga Dam to meet current seismic and spillway requirements. These modifications will allow the comprehensive management of native water supply to downstream spreading grounds for the San Fernando Groundwater Basin.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
California Department of Water Resources	Proposition 13 Groundwater Storage Construction Program	Upon Board Approval

Total Amount of Grant Funding: \$6,600,000 **County Match:** \$6,600,000* (hard)

Grant Period: 60 months **Begin Date:** July 2007 **End Date:** 12/31/2012

Number of Personnel Hired Under This Grant: **Full Time:** 0 **Part Time:** 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the County obligated to continue this program after the grant expires?		N/A
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services		
b.) Identify other revenue sources (describe below)		
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		

Impact of additional personnel on existing space:
 N/A

Other requirements not mentioned above:

 * County expenditures will exceed the required match amount.

Department Head Signature _____

Date: _____

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works on behalf of the Los Angeles County Flood Control District (LACFCD)

Grant Project Title and Description

Big Tujunga Dam - Seismic Rehabilitation

The project will include structural modifications to Big Tujunga Dam to meet current seismic and spillway requirements. These modifications will allow the comprehensive management of native water supply to downstream spreading grounds for the San Fernando Groundwater Basin.

Funding Agency

U.S. Department of
Homeland Security -
Federal Emergency
Management Agency

Program (Fed. Grant #/State Bill or Code #)

Hazard Mitigation Grant
Program #1008-3182

Grant Acceptance Deadline

Upon Board Approval

Total Amount of Grant Funding: \$5,365,092

County Match: \$1,788,364 (hard)

Grant Period: 20 months

Begin Date: July 2007

End Date: 03/15/2009

Number of Personnel Hired Under This Grant:

Full Time: 0

Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	N/A
Will all personnel hired for this program be placed on temporary ("N") items?	N/A
Is the County obligated to continue this program after the grant expires?	N/A
If the County is not obligated to continue this program after the grant expires, the Department will:	
a.) Absorb the program cost without reducing other services	
b.) Identify other revenue sources (describe below)	
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	

Impact of additional personnel on existing space:

N/A

Other requirements not mentioned above:

Department Head Signature _____

Date: _____

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES



GRANT AGREEMENT BETWEEN STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

UNDER THE CALIFORNIA SAFE DRINKING WATER, CLEAN WATER, WATERSHED
PROTECTION, AND FLOOD PROTECTION ACT GROUNDWATER STORAGE PROGRAM
(WATER CODE SECTION 79170 ET. SEQ.)

THIS GRANT AGREEMENT, entered into by and between State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the Los Angeles County Flood Control District, a Public Agency in the County of Los Angeles, 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:

- PURPOSE OF GRANT:** This Grant is made by State to Grantee to assist in financing a Groundwater Storage Project pursuant to Chapter 9 (commencing with Section 79170) of Division 26 of the California Water Code. Grant funds may be used only as provided in this Grant Agreement for Eligible Project costs as included in Exhibit A, Project Description.
- TERM OF GRANT AGREEMENT:** The term of this Grant Agreement is from the date of execution through December 31, 2012.
- PROJECT SCHEDULE:** Grantee shall diligently perform or cause to be performed all project work in accordance with Exhibit B, Project Schedule.
- PROJECT COST:** The reasonable cost of the Project is estimated to be \$78,000,000, which is summarized in Exhibit C, Project Budget.
- STATE GRANT:** Pursuant to the California Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act and subject to the availability of funds, State will provide to Grantee in accordance with the terms of this Grant Agreement an amount not to exceed \$6,600,000.
- GRANTEE'S COST:** Grantee agrees to fund the difference, if any, between the estimate of the Project Cost (Paragraph 4) and the State Grant (Paragraph 5). Grantee's costs are estimated to be \$71,400,000.
- ELIGIBLE PROJECT COSTS:** Grantee shall apply State Grant funds received only to Eligible Project Costs. Eligible Project Costs are the reasonable and necessary costs associated with an eligible project including, but not limited to, the engineering, legal and administrative fees, land and easement acquisition, environmental documentation, environmental mitigation, and construction costs associated with the Project. Eligible costs may also include those reasonable and necessary costs incurred by the applicant to prepare the application and establish eligibility prior to or after the effective date of this Grant Agreement.

Costs that are not eligible include, but may not be limited to, the following:

- a) Operation and maintenance costs;
- b) Costs for purchase of movable equipment not an integral part of the project;
- c) Payment of principal or interest of existing indebtedness or any interest payment unless:
 - 1) State agrees in writing to the eligibility of the costs of reimbursement before the debt is incurred; and
 - 2) The purposes for which the debt is incurred are otherwise Eligible Project Costs.
- d) Establishing a reserve fund; and
- e) Purchase of water supply for the project.

8. **INCORPORATION OF STANDARD CONDITIONS AND GRANTEE COMMITMENTS:** This Grant Agreement incorporates:

- Exhibit A, Project Description;
- Exhibit B, Project Schedule;
- Exhibit C, Project Budget;
- Exhibit D, Standard Conditions;
- Exhibit E, Report Formats (to be developed); and
- Exhibit F, Travel and Per Diem Expenses.

Grantee accepts and agrees to comply with all terms, provisions, conditions, and 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 Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act financing.

9. **GRANTEE'S RESPONSIBILITY FOR WORK:** Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. Grantee shall give personal supervision to any work required under this Grant Agreement or employ a competent representative, satisfactory to State, with the authority to act for Grantee. Grantee or its authorized representative shall be present while work is in progress. Grantee shall give attention to fulfillment of the Grant Agreement and completion of the Project, and shall keep work under control. Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with Grantee's contractors and subcontractors. State will not mediate disputes between Grantee and any other entity concerning responsibility for performance of work.

10. **RELATIONSHIP OF PARTIES:** Grantee is solely responsible for design, construction, and operation and maintenance of the Project. Review or approval of plans, specifications, bid documents or other construction documents by State is solely for the purpose of proper administration of Grant funds by State and shall not be deemed to relieve or restrict Grantee's responsibility.

11. **PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the final plans and specifications under this Grant Agreement and to apply State funds received only to Eligible Project Costs and to operate and maintain the Project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12. **REQUIREMENTS FOR DISBURSEMENT:** Grantee shall, by December 31, 2007, meet all conditions precedent to the disbursement of money under this Grant Agreement, including Basic Conditions, paragraph 13, below. Failure by Grantee to comply by this date may, at the option of State, result in termination of the Grant Agreement under Exhibit D, Standard Conditions.

13. **BASIC CONDITIONS:** State shall have no obligation to disburse money under this Grant Agreement unless and until Grantee has satisfied State that the disbursement is in accordance with requirements of the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act which include:

- a) Grantee demonstrates the availability of sufficient funds to complete the Project.

- b) Grantee demonstrates that it has complied with all applicable requirements of the California Environmental Quality Act and the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits as may be required prior to beginning construction.
- c) For the term of this Grant Agreement, Grantee submits timely periodic progress reports as required by paragraph 21.

14. **CONDITIONS FOR DISBURSEMENT:** Prior to disbursement of funds by State, Grantee shall submit to State:

- a) Final plans and specifications certified by a California Registered Civil Engineer as to compliance with the approved Project as defined in Paragraph 1.
- b) A written statement by an authorized representative that it has obtained all necessary permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies as specified in paragraph 23.

15. **STATEMENTS OF COSTS:** After the disbursement requirements in paragraph 14 are met, State will disburse the whole or portions of the Grant commitment to Grantee following receipt from Grantee of a statement or statements of incurred Eligible Project Costs, on forms provided by State, and timely progress reports as required by paragraph 21. Statements of costs shall be filed monthly or for such longer periods as State and Grantee may mutually agree. Grantee shall provide the following information:

- a) A statement of the incurred Eligible Project Costs for work performed in constructing the Project under a construction contract or constructions contracts during the period identified in the particular statement.
- b) A statement of the cost of any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular statement for the construction, operation, or maintenance of the Project.

After the Project has been completed or terminated, Grantee shall furnish to State, within sixty (60) days, a final statement of incurred Eligible Project Costs. Periodic cost statements and the final statement of Project Costs shall clearly delineate those costs claimed for reimbursement from the State's grant amount, paragraph 5 and those costs that represent Grantee's costs, paragraph 6.

- 16. **DISBURSEMENT:** Following the review of each statement of costs, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Funds will be disbursed by State in response to each approved statement of costs on a pro rata basis in accordance with the relative payment obligations of Grantee, paragraph 6, and State, paragraph 5 for the Total Project Cost, paragraph 4. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs.
- 17. **WITHHOLDING OF GRANT DISBURSEMENT BY STATE:** If State determines that the Project is not being constructed substantially in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply substantially with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Commitment and take any other action that it deems necessary to protect its interests.
- 18. **WITHHOLDING THE BALANCE OF GRANT AMOUNT:** Where a portion of the Grant Commitment has been disbursed to Grantee and State notifies Grantee of its decision to withhold the balance of the Grant Commitment pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately with interest, as directed by State. Refusal of Grantee to repay may, at the option of State, be considered a breach of contract and may be treated as default under paragraph 20
- 19. **WITHHOLDING THE ENTIRE GRANT AMOUNT:** If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to paragraph 17, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

20. **DEFAULT PROVISIONS:** Grantee will be in default under this agreement if any of the following occur:

- a) Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations;
- b) Making any false warranty, representation, or statement with respect to this Grant Agreement; or
- c) Failure to make any remittance required by this Grant Agreement.

Should an event of default occur, State may do any or all of the following:

- a) Declare the Grant 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;
- b) Terminate any obligation to make future payments to Grantee;
- c) Terminate the Grant Agreement; and
- d) Take any other action that it deems necessary to protect its interests.

21. **SUBMISSION OF REPORTS:**

- a) **Quarterly Reports** – Grantee shall submit quarterly progress reports on the status of the project to State. The submittal and approval of these reports is a requirement for continued disbursement of State funds. Progress reports shall summarize the work completed during the reporting period, include a statement of construction progress compared to the project schedule, and provide a comparison of costs to date compared to the approved scope of work and project budget. Exhibit E, Progress Report Format, provides an example report template.
- b) **Annual Reports** – During the planning and construction phases, Grantee agrees to provide to State an annual summary of the project information for the calendar year when the work was performed, and submit this report by January 31st of the following year. Within sixty (60) calendar days of project completion, Grantee shall submit a final progress report on project construction and expenditures for State's review and comment. The report shall be modified to incorporate State's comments, if any, and resubmitted within sixty (60) calendar days of Grantee's receipt of State's comments. Exhibit E, Progress Report Format, provides an example report template.
- c) **Post Construction Reports** – After project completion and within ninety (90) calendar days after the first operational year has elapsed Grantee shall submit a summary of the operations for the Project. This report shall include: annual water conservation values for Hansen and Tujunga Spreading Grounds. In addition Annual Watermaster Reports for extraction values in the San Fernando Groundwater Basin will be supplied when available. Grantee shall also report any additional costs and/or benefits deriving from the Project. This record keeping and reporting process shall be repeated annually for a total of 10 operational years. These reports shall be submitted to the State's Project Manager.

22. **OPERATION AND MAINTENANCE OF PROJECT:** For the useful life of the Project and in consideration of the Grant made by State, Grantee agrees to expeditiously commence and to continue operation of the Project and shall cause the Project to be operated in an efficient and economical manner; shall provide for all repairs, renewals, and replacements necessary to the efficient operation of the same; and shall cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. Refusal of Grantee to operate and maintain the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under paragraph 20.

23. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS:** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to commence design, construction, or operation of the Project. Grantee shall be responsible for observing and complying with any applicable federal, state and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4) and payment of prevailing wages for work done under this Grant Agreement.

24. **QUANTITY OF YIELD DEDICATED TO ENVIRONMENTAL IMPROVEMENTS:** As outlined in Section C-3 of the grantee's funding application, Grantee estimates that the proposed Big Tujunga – San Fernando Basin Groundwater Storage Enhancement Project, will increase the average annual recharge to, and extraction from the San Fernando Basin groundwater aquifer (San Fernando Basin) by 4,500 Acre feet. Big Tujunga Wash and channel (conveyance conjunctive use facilities), Tujunga and Hansen Spreading Grounds (direct recharge conjunctive use facilities), and the Tujunga, Rinaldi-Toluca, and North Hollywood well fields (conjunctive use extraction facilities) have adequate capacities for to accommodate the added recharge.
25. **PROJECT MANAGERS:** Either party may change its Project Manager upon written notice to the other party.
- a) **State's Project Manager:** State's Project Manager shall be the Chief, Division of Planning and Local Assistance, Department of Water Resources. State's Project Manager shall be State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Grant Agreement.
 - b) **Grantee's Project Manager:** Grantee's Project Manager shall be the Chief Engineer, Mr. Donald L. Wolfe. Grantee's Project Manager shall be the Agency's representative for the administration of the Grant Agreement and shall have full authority to act on behalf of the Agency, including authority to execute all payment requests.
26. **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 sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission, followed by a hard copy. 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 five (5) business 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 by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the following addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below:

State of California
Department of Water Resources
Division of Planning and Local Assistance
Attention: Program Manager
Water Conservation Bond Law Programs
Post Office Box 942836
Sacramento, California 94236-0001

Los Angeles County Flood Control District
900 S. Fremont Ave., 2nd Floor
Alhambra, CA 91803

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement as of <Enter Date>.

State Of California
Department Of Water Resources

Mr. Donald L. Wolfe

Chief, Division of Planning and Local
Assistance

Chief Engineer, Los Angeles County
Flood Control District

**Approved as to Legal Form and
Sufficiency**

Chief Counsel, Office of Chief Counsel

EXHIBIT A PROJECT DESCRIPTION

Work Plan

Upon award of contract the contractor will start site work and complete mobilization of contractor equipment, personnel, and office trailers. The project deliverables will be based on quantities, work items completed, or finished tasks.

The Big Tujunga – San Fernando Basin Groundwater Enhancement Project consists of rehabilitating the existing dam through several modifications which include but are not limited to: creating a thick-arch dam face; adding a new overtopping spillway; building raised parapet walls; installing a new dam controls system; a new control house; and new valves and valve chamber. These modifications will allow the conjunctive management of native water supply to downstream spreading grounds for the San Fernando Groundwater Basin.

There will be approximately twelve main tasks for this project. They are:

- Task 1. General Conditions
- Task 2. Temporary Controls/Logistics
- Task 3. Diversion and Control of Water
- Task 4. General Site Improvements
- Task 5. Thicken Arch – Dam Modifications
- Task 6. Spillway Modification
- Task 7. Valves/ Valve House
- Task 8. Control House
- Task 9. Abutment Armoring and Anchoring
- Task 10. Design Consultant Construction Services
- Task 11. Biologist Monitoring
- Task 12. In-House Labor - County

Task 1 - General Conditions

General Conditions refer to mobilization of the contractor on site. This task includes onsite equipment needed for the work, including trailer, office equipment and acquisition of construction equipment.

Task 2 - Temporary Controls/Logistics

Providing temporary controls of site in preparation of work, to include, protection of trees, site clearing, erosion control measures, and providing power and electrical equipment to the site.

Task 3 - Diversion and Control of Water

During this task the following items will be addressed:

- Relocate fish in the plunge pool and possibly the reservoir prior to dewatering;
- Construct Dewatering system;
- Lower the reservoir and dewater excavation site by draining/pumping-out completely the plunge pool immediately downstream of the dam into the natural stream;
- Construct cofferdam and cutoff wall.

During construction, releases from the dam will bypass the plunge pool through a temporary pipeline. This temporary stormflow bypass, along with pumps in the plunge pool, will be employed to keep the area immediately downstream of the existing dam dry for the excavation of the foundation of the thickened arch. The construction of the bypass pipe will result in temporary impacts to 0.22 acre of riparian habitat at the downstream end of the plunge pool. The temporary pipeline will extend through Penstock Number 1. A cofferdam will be used to keep the water in the downstream area of the plunge pool from entering the excavation area. The bypass pipeline will have a capacity of approximately 200 cfs. An existing slide gate at Penstock Number 1 will be utilized to stop dam outflows if needed, however, it is anticipated that the gate will be kept 100 percent open during construction activities. The contractor is expected to route the pipe along the existing plunge pool stream bank and discharge flow downstream of the coffer dam into the native streambed. Utilizing this pipeline will maintain the existing discharge operations during construction and enable the reservoir to mimic natural conditions for typical annual storm events.

The temporary bypass will outlet into a dissipater device to minimize streambed and bank erosion and scour. Natural rock about three feet in diameter will be used as the dissipater as it will not be displaced by fluctuating stream velocity. After the completion of construction, the dissipater rock will be removed from the streambed.

During construction, the reservoir will be lowered to the elevation of the lowest existing discharge valve (El. 2160', reservoir storage 182 acre-feet) in order to minimize foundation seepage and construction dewatering. In the event that seepage is still an issue, it may be necessary to completely dewater the reservoir. Lowering the reservoir for maintenance activities is part of the normal operation of this facility. Erosion control measures and best management practices (such as silt fences and/or settling ponds) will be employed downstream to minimize impact from construction operations. LADPW's contractor will be required to submit a dewatering plan for the plunge pool and a bypass piping system to convey water downstream past the construction site during construction. The contractor will be required to coordinate with LACDPW for necessary reservoir drawdown for construction and any necessary reservoir releases during construction.

The plunge pool at the base of Big Tujunga Dam will be dewatered at the beginning of the construction phase. The plunge pool will be dewatered by a mechanical pump and the

contractor will be required to keep the excavation areas free of water. Seepage will occur into the excavation, driven by the water in the reservoir, plunge pool and naturally high groundwater in the area, therefore the plunge pool will need to be continuously pumped. The native water will be discharged back to the existing stream at the downstream end of the plunge pool. Temporary impacts of 0.7 acre will occur within the plunge pool area as a result of the dewatering process. Permanent changes (0.43 acre) to the plunge pool will result from the increasing dam thick-arch and from constructing the access road along the north side of the plunge pool.

Task 4 - General Site Improvements

The Task encompasses all demolition of buildings and pipes necessary to start work on thickening of the buttress. In addition this task includes:

- Main waterline relocation;
- Septic tank installation;
- New storm drain installation;
- Pavement and fencing installation;
- Installation of new ladders, handrails, and grating;
- Remove cofferdam and re-introduce water to the site;

Task 5 – Thickening Arch – Dam Modification

The following items will be handled during this task:

- Excavate sediments and weathered rock and prepare foundation for new concrete buttress. Foundation excavation spoils from the downstream areas in the plunge pool and canyon walls will be transported to the Maple Sediment Placement Site, approximately one mile southwest of the project site;
- Implement foundation grouting and dental concrete program;
- Remove existing elevator, catwalks, ladders, miscellaneous structures, and instrumentation;
- Prepare existing concrete dam surface to review new concrete buttress;
- Construct formwork and pour concrete for splash pad and new buttress in lifts;
- Construct new reinforced wing walls as buttress construction proceeds.

As the lifts extend upwards to the existing valve house, demolition and extension of new valves through the thickened arch will start.

Task 6 – Spillway Modification

This task will include:

- Modifying existing parapet wall at left abutment, construction new wall between left abutment and parking area, raise west wall of existing spillway, and extend existing parapet wall at right abutment;
- Provide steel gate to close gap between left abutment parapet wall and wing wall of new buttress;
- Shotcrete area between existing spillway and new concrete buttress, if needed;

Task 7 – Valves / Valve House

This task will include the following items:

- Install drainage piping between new buttress and existing dam as buttress construction proceeds;
- Modify and extend outlet works as buttress construction proceeds;
- Construct access gallery as buttress construction proceeds;
- Install new access ladders, catwalks, miscellaneous facilities and instrumentation.

Task 8 – Control House

Construct two-story control house with required control systems and instrumentation monitoring equipment.

Task 9 – Abutment Armoring and Anchoring

This task will include:

- Install reinforcing steel shear dowels in upper half of dam as buttress construction proceeds;
- Site excavation of rock; and
- Implement rock bolting schedule for left abutment

Task 10 – Construction Support

During the entire duration of the Project, Montgomery Watson Harza, Inc will provide design consultant services for the Department. These services will include, but not be limited to:

- Review and approval of all shop drawings;

- Respond to Contractor Requests for Information;
- Site visits with Project Engineer, as needed;
- Review of geological mapping documentation; and
- Approval of final rock bolting locations;

Task 11 – Biologist Contract

The Department will hire a separate qualified biologist for ensuring compliance with all regulatory permit conditions. Implementation of any environmental mitigation or enhancement efforts, including seeding vegetated areas impacted by construction activities.

Task 12 – In-House Labor

During the entire duration of the Project, the Department will utilize its in-house forces for project management including:

- Administer Contract for Consultant Design Services
- Administer Contract for biological Monitoring Services
- Administer grant agreements
- Administer Construction Contract
- Provide Construction Inspector
- Coordinate with DSOD, USFS and other stakeholders
- Test and identify all the dam safety instrumentation that were affected by the construction activities.

**EXHIBIT B
PROJECT SCHEDULE**

The project schedule is attached. Tasks 1 through 12 are for Project Construction.

Contingency amounts, monies (approximately 9%) above and beyond the base cost, are included in the cost estimates to ensure a project's success. These funds are to cover unforeseen circumstances such as changing field conditions, unexpected difficulties, supply shortages, and inflation. Contingency funds are not be used for major scope or design changes.

EXHIBIT D STANDARD CONDITIONS

- D-1 **GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D-2 **TIMELINESS:** Time is of the essence in this Grant Agreement.
- 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.
- D-4 **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-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, 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 20 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three 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 subcontractors shall be preserved for this purpose for at least three (3) years after Project completion.

D-6 **ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:**

- a) **Separate Accounting of Grant Disbursement and Interest Records:** 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, disbursements, and interest earned 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, administered, and accounted for pursuant to the provisions of applicable law.
 - c) **Remittance of Unexpended Funds:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.
- D-7 **RETENTION:** State shall withhold ten percent (10.0%) of the funds requested by Grantee for reimbursement of Eligible Project Costs until the Project is completed and the certification of a Registered Civil Engineer, required by paragraph D-9, is accepted by State.
- D-8 **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

- D-9 **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer 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. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D-10 **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-11 **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, as provided in paragraph 20.
- D-12 **ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the Project, Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act, Water Conservation and Groundwater Recharge Grant Program, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.
- D-13 **TRAVEL:** Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement. Travel will be reimbursed at or below the rate allowed for unrepresented State employees, Exhibit F, Travel and Per Diem Expenses.
- D-14 **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** 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-15 **STATE TO BE HELD HARMLESS:** Grantee agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the Project.
- D-16 **NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- D-17 **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-18 **SUIT ON GRANT AGREEMENT:** Each of the parties hereto may sue and be sued with respect to this Grant Agreement.

- D-19 **CLAIMS DISPUTE:** Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D-20 **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-21 **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-22 **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 forces and effect.
- D-23 **TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause upon 30 calendar days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D-24 **TERMINATION FOR CAUSE:** 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 included but not limited to reason of default under paragraph 20.
- D-25 **INDEPENDENT CAPACITY:** Grant, 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-26 **INDEMNIFICATION:** Grant agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, resulting from the grant project.
- D-27 **CONFLICT OF INTEREST**
- 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 Employee:** 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.
- D-28 **WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.
- D-29 **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-30 **NONDISCRIMINATION CLAUSE:** During the performance of this Grant Agreement, Grantee, its contractors and subcontractors shall not deny the Grant Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical handicap, or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Grantee, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*), the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State Agency to implement such articles.

Grantee, its contractors and 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 contracts and subcontracts to perform work under the Grant Agreement.

Grantee's signature on this Grant Agreement shall constitute a certification under the penalty of perjury under the laws of State of California that Grantee has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990, and Title 2, California Code of Regulations, Section 8103.

D-31 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 (Government 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(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 1. Will receive a copy of Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

Suspension of Payments: This Grant Agreement or grant may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment 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 above.

D-32 **UNION ORGANIZING:** Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code 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 grant 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.

EXHIBIT E - REPORT FORMAT

PROPOSITION 13 QUARTERLY REPORT INFORMATION

From Contract language (Paragraph 21 a):

- "...The submittal of these reports is a requirement for initial and continued disbursement of state funds. Progress reports shall summarize the work completed during the reporting period, include a statement of progress compared to the schedule and provide a comparison of costs to date compared to the approved scope of work and budget."

EXECUTIVE SUMMARY

- See below for description

REPORT STATUS

- Description of work performed during the quarter separated by:
 - Legal matters
 - Engineering matters
 - Environmental matters
- Major accomplishments during the quarter, i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.
- Issues/ concerns that have, will or could affect the schedule or budget, with a recommendation on how to correct the matter.
- One page Executive Summary summarizing the above status information.

COST INFORMATION

- Listing showing costs incurred during the quarter by the applicant, and each contractor working on the project. Listing should include hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the budget included in the Work Plan.
- A revised budget, by task, if changed from latest budget in Work Plan.

SCHEDULE INFORMATION

- A project schedule showing actual progress vs. planned progress from latest schedule in Work Plan.
- A discussion on how the actual schedule is progressing in comparison to the schedule included in the Work Plan.
- A revised schedule, if necessary.

ANTICIPATED ACTIVITIES NEXT QUARTER

- Provide a description of anticipated activities for the next quarterly reporting period.

EXHIBIT E -REPORT FORMAT PROPOSITION 13 FINAL REPORT INFORMATION

Based on project Agreement - Paragraph 21 b) Annual Reports

"...Within sixty (60) calendar days of project completion, Grantee shall submit a final progress report on project construction and expenditures for State's review and comment. The report shall be modified to incorporate State's comments, if any, and resubmitted within sixty (60) calendar days of Grantee's receipt of comments"

EXECUTIVE SUMMARY

- Brief description of work proposed to be done in the applicant's original Proposition 13 application submitted to DWR.
- Brief description of actual work done
- Describe the findings of the study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of a proposed project.

REPORTS AND/OR PRODUCTS

- Provide a copy of the final technical report or study
- If any wells were constructed as part of this project, provide the following information: well logs, borehole geophysical logs, well designs indicating screened intervals and well depths, cross sections, installed equipment, electronic copy of as-built plans and other related well information.
- Provide a copy of any data collected along with location maps.
- Provide other final project documents, such as basin plans, recharge basins, extensometers, etc. Provide an electronic copy of any as-built drawings for the project.

COST & DISPOSITION OF FUNDS INFORMATION

A list of invoices showing:

- the date each invoice was submitted to DWR,
- the amount of the invoice,
- the date the check was received and
- the amount of the check. (If a check has not been received for the final invoice, then state this in this section.)

A summary of final funds disbursement including:

- labor cost of personnel of agency/ major consultant /sub-consultants. (indicate personnel, hours, rates, type of profession, and reason for consultant, i.e., design, CEQA work, etc.)
- construction cost information, shown by material, equipment and labor costs,
- any other incurred cost detail
- A statement verifying separate accounting of grant disbursements.

ADDITIONAL INFORMATION

- A final project schedule showing actual progress vs. planned progress
- Certification that the project was conducted in accordance with the approved work plan and any approved modifications thereto.

EXHIBIT F-TRAVEL AND PER DIEM EXPENSE

SHORT-TERM PER DIEM EXPENSES

A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B#1 below.

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in #3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:
1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
 2. Employees on short-term travel who stay in commercial lodging establishments or commercial campgrounds will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

I. LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:
1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging or \$24.00 in long-term meals.
- B. Employee does not maintain a separate residence in headquarters area:
1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging or \$12.00 in long-term meals.

II. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile.

Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

III. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

Subgrantee Assurances

Hazard Mitigation Grant

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact OES. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and (j) the requirements on any other nondiscrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
18. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subgrantee application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
19. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

The undersigned represents that he/she is authorized by the above named subgrantee to enter into this agreement for and on behalf of said subgrantee.

The undersigned represents that he/she is authorized by the subgrantee to enter into this agreement for and on behalf of the said subgrantee.

Name of Authorized Applicant's Agent

Title

Signature of Authorized Applicant's Agent

Date

Authorization

I, _____, do hereby certify as the authorized representative of
Name

officer of _____, that the information contained in this
Name of Organization

application is true and correct.

Title

Signature

Date