

## American River Flood Control District

### Deferred Maintenance Program – Pipe Inspection Grants

#### Staff Report

##### **Discussion:**

The Board received a briefing on the State's Deferred Maintenance Program to inspect levee penetrations at their August 2017 meeting. A brief synopsis of the program is as follows:

The State of California Department of Water Resources initiated a grant program to help Local Maintaining Agencies pay for levee pipe inspections. The program intends to reimburse local levee maintainers after they have completed video pipe inspections of eligible gravity flow pipes. The program does not provide funding to inspect pressurized pipes. There may be future funding available to rehabilitate pipes where inspections have identified hazardous conditions.

The State indicated 47 pipes were found on the District levee system that are eligible for inspection cost reimbursement. Of these pipes, 22 were owned and operated by the City of Sacramento and 8 are owned and operated by the County of Sacramento. The remaining pipes are owned by CalTrans, are abandoned, or are yet to be identified.

The Board discussed the program in August and voiced the following priority (highest to lowest) for participating in the program:

1. The District should focus on pipes that are solely its responsibility
2. The District should encourage the City to inspect City owned pipes within the District
3. The District could consider being an intermediary between the State and City for the City to receive reimbursement for inspection costs

Upon conferring with the State and City, the State indicated that only the Local Maintaining Agency (LMA) could enter into a participation agreement with the State. The LMA could enter the agreement with the State to request reimbursement for sunk costs for inspections that occurred after execution of the agreement.

This means the City would need to inspect the pipes after the District entered the agreement with the State, then invoice the District for the inspection costs. The District would then need to pay the City to show sunk costs for the State reimbursement request. Then the State could provide reimbursement to the District.

The reimbursement amount available for inspection is \$1000 per pipe so the total reimbursement amount for City owned pipes would be \$22,000.

The funds for the State program expire at the end of June 2018. Many LMAs that have chosen to participate in the inspection program signed the State agreement in August 2017. As of December 2017, those agreements had not yet been approved by the State. It is unclear if the

District signs the agreement at this time, if it will be approved by the State in time to perform any inspections before the funds expire.

At this point in time, the District could:

1. Sign the agreement with optimism for timely approval and inspection reimbursement; or
2. Hold off on entering the agreement and seek to participate in a future program.

**Recommendation:**

The General Manager recommends that the Board of Trustees continue to work on inspecting District pipes, encourage pipe owners to inspect their pipes, and wait for a future pipe inspection to collaborate with the State for reimbursement.

Exhibit E  
RESOLUTION ACCEPTING FUNDS

Resolution No. \_\_\_\_\_

Resolved by the **Board of Trustees** of the **American River Flood Control District** that pursuant and subject to all of the terms and provisions of the Control Section 6.10 of the Budget Act of 2016, that the funds awarded to **American River Flood Control District** by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: **DMP-2017-ARFCD-01** are hereby accepted.

The **General Manager** of the **American River Flood Control District** is hereby authorized and directed to sign a Project Agreement with the California Department of Water Resources and to sign requests for disbursements to be made under this Funding Agreement.

Passed and adopted at a regular meeting of the **Board of Trustees** of the **American River Flood Control District** on \_\_\_\_\_ 2017.



Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Clerk/Secretary \_\_\_\_\_

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

AGREEMENT NUMBER: 2017-DMP- ARFCD-01

PROJECT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
AND THE  
AMERICAN RIVER FLOOD CONTROL DISTRICT (ARFCD)  
FOR  
DMP-2017- ARFCD-01

FUNDED UNDER THE  
DEFERRED MAINTENANCE PROJECT  
OF  
CONTROL SECTION 6.10 OF THE BUDGET ACT OF 2016

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**Exhibits**

Exhibit A, OVERALL PROJECT WORK PLAN, BUDGET, AND SCHEDULE

Exhibit B, STANDARD CONDITIONS

Exhibit C, QUARTERLY WORK PLAN AND REPORT FORMATS

Exhibit D, OPERATION AND MAINTENANCE AGREEMENT

**Exhibit D-1: STANDARD CONDITIONS**

**Exhibit D-2: RESOLUTION ACCEPTING STANDARD CONDITIONS**

Exhibit E, RESOLUTION ACCEPTING FUNDS

Exhibit F, RESERVED

Exhibit G, EARLY PARTIAL RELEASE OF CERTAIN WITHHELD FUNDS

Exhibit H, PROJECT OR ELEMENT/FEATURE CLOSEOUT

Exhibit I, STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING GUIDELINES FOR FUNDING RECIPIENTS

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
PROJECT AGREEMENT BETWEEN STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES AND  
AMERICAN RIVER FLOOD CONTROL DISTRICT (ARFCD)  
UNDER CONTROL SECTION 6.10 OF THE BUDGET ACT OF 2016  
(Public Resources Code Sections 5096.800 *et seq.*)

THIS PROJECT AGREEMENT, entered into by and between the State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the **American River Flood Control District (ARFCD)**, a public agency in the County of **Sacramento**, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

The terms listed below shall have the meaning indicated wherever used in this Project Agreement.

**"Assurance Agreement"** means the form of agreement between the Central Valley Flood Protection Board (CVFPB) and Funding Recipient for the provision of assurances to the CVFPB regarding the assumption of OMRR&R for the Project by Funding Recipient attached hereto as Exhibit D. Execution of the Assurance Agreement is a prerequisite to Phase II funding.

**"Credit"** means Funding Recipient expenditures toward Eligible Project Costs incurred prior to execution of a Project Agreement that are recognized by the State.

**"Department"** means the State of California Department of Water Resources.

**"Eligible Project Costs"** means the reasonable and necessary actual costs associated with the Project which are described in Paragraph 6, *to the extent* to which they are to be counted toward the Project Agreement Cost.

**"Funding Recipient"** means **American River Flood Control District**, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which is the signatory to this Project Agreement, and its successors and assigns.

**"Implementation Procedures"** means the procedures for the Deferred Maintenance Project (DMP) which govern (i) the process by which Department reviews and selects DMP repair projects to fund, and (ii) the resulting implementation process.

**"Independent Review"** means a review conducted, at the Department's discretion, of design and construction activities prior to the initiation of physical construction and periodically thereafter until construction activities are completed on a regular schedule sufficient to inform the Department on the adequacy, appropriateness, and acceptability of the design and construction activities for the purpose of assuring public health, safety, and welfare.

**“Level of Protection”** means the probability of flooding in any one year. It is expressed as 1 in x annual chance of flooding (e.g., 1 in 50 annual chance of flooding is a 50-year level of protection.”). This term is different than “Design Level of Performance” which deals with the performance level of the facility at issue based on the original intended design.

**“Maintenance”** means routine vegetation management, rodent control, sediment removal and mechanical service.

**“Maintenance Costs”** means the costs of OMRR&R.

**“Material Breach”** means failure of performance under the Project Agreement sufficient to defeat the purpose of the parties in entering into the Project Agreement and giving the non-breaching party the right to cancel the Project Agreement.

**“OMRR&R”** means operation, maintenance, repair, rehabilitation and replacement of the Project, Project Element(s) or Project Feature(s).

**“Operations”** means labor, facilities, inspections, and emergency response activities.

**“Overall Work Plan”** means the plan described in Paragraph 22(a) and Exhibit A-1.

**“Post Construction Performance Reports”** means the reports required by Paragraph 22(e) and further provided in the Assurance Agreement.

**“Pre-Feasibility Cost Estimate Report”** means a report prepared by Department for each DMP Project that provides: a description of the levee area; an identification of critical and serious sites; an evaluation of pipe repair alternatives and the preferred alternative; anticipated environmental compliance, regulatory, and real-estate needs; a pre-feasibility cost estimate for the preferred repair. A copy of the Pre-Feasibility Cost Estimate Report is provided as an attachment to the Eligibility Notice.

**“Phase I”** means the inspection(s) or evaluation(s) of pipes within SPFC facilities as further described in the Overall Work Plan developed for this Project Agreement and attached hereto as Exhibit A.

**“Phase II”** means the pipe repair, rehabilitation, replacement, abandonment, or removal work approved by Department following completion of Phase I as further described in the Overall Work Plan developed for this Project Agreement and attached hereto as Exhibit A, as the same may be amended from time to time.

**“Project”** means the project, including Phase 1 and Phase II, described in the Overall Work Plan.

**“Project Completion Report”** means the report required by Paragraph 22(d) and further described in Exhibit H.

**“Project Costs”** means the total cost of a Project, including Eligible Project Costs.

**“Project Element” or “Element”** means a discrete portion of a Project identified as such in the Overall Work Plan (e.g. a pipe or group of pipes to be repaired or replaced and identified as a “project element” in the Overall Work Plan). These are not specific parts of the design-build process; rather, they are discrete physical portions of the actual construction.

**“Project Feature” or “Feature”** means a discrete portion of a Project Element identified as such in the Overall Work Plan. These are not specific parts of the design-build process; rather, they are discrete physical portions of the actual construction.



**“Quarterly Progress Reports”** means the reports required by Paragraph 22(c) and further described in Exhibit C.

**“Quarterly Work Plans”** means the reports required by Paragraph 22(b) and further described in Exhibit C.

**“Rehabilitation”** means to restore a Project, Project Element or Project Feature by way of minor or major repairs.

**“Repair”** means to fix or mend a Project, Project Element or Project Feature.

**“Replacement”** means replacement of Project, Project Element or Project Feature at end of life or after catastrophic failure.

**“State”** means the State of California, acting by and through the Department of Water Resources.

**“State Program Manager”** means a representative for the State who will have authority to make determinations and findings with respect to each controversy arising under or in connections with the interpretation, performance, or payment for work performed under the Project Agreement. The State Program Manager may appoint a State Project Manager to handle most project management-related tasks.

**“State Project Manager”** means a representative for the State who will receive all notices, demands, requests, consents, or approvals that are required under the Project Agreement to be in writing. The State Project Manager is appointed by the State Program Manager and can be changed by the State Program Manager upon written notice to all parties to this agreement.

**“Statement of Costs”** means a statement of incurred costs submitted pursuant to Paragraph 15.

**“Project Agreement Cost”** means the portion of the Project cost that is to be shared between the Department and the Funding Recipient. The costs contributed by other entities or programs are not included in the Project Agreement Cost.

**“USACE”** means the United States Army Corps of Engineers.

**“Useful Life”** means the period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented.

1. **PURPOSE OF FUNDING.** This funding is made available by State to Funding Recipient to assist in financing the Deferred Maintenance Project more specifically described in the Overall Work Plan pursuant to Control Section 6.10 of the Budget Act of 2016. Funds may be used only as provided in this Project Agreement for Eligible Project Costs for the Project described in the Overall Work Plan. Funding under this Project Agreement will be provided in two Phases. Phase 1 funds will be made available upon the execution of this agreement and satisfaction of applicable prerequisites described elsewhere in this Project Agreement. Phase II funds will be made available for pipes located on SPFC facilities and only upon (i) completion of Phase I, (ii) review and approval of all Phase I work by DWR, and (iii) satisfaction of applicable prerequisites describe elsewhere in this Project Agreement, including (a) execution of an amendment to this Project Agreement describing Phase II costs and (b) execution of an Assurance Agreement between Funding Recipient and the CVFPB. Funding for all Phases is contingent on funding being made available to Department in accordance with Control Section 6.10 of the Budget Act of 2016.
2. **TERM OF PROJECT AGREEMENT.** The term of the Project Agreement shall be from the latest date of execution by the Department of Water Resources and approval by the Department of General Services through **December 31, 2021** or when all Funding Recipient and Department obligations under this Project Agreement are fully satisfied, whichever comes first.

3. PROJECT SCHEDULE. Funding Recipient shall diligently perform or cause to be performed all project work in accordance with the Project Schedule as shown in Exhibit A-1-B or as otherwise approved by the State in writing. If Funding Recipient does not meet the Project Schedule provided in Exhibit A-1-B, the State reserves the right to withhold funds as provided in Paragraphs 17-19 of this Agreement.
4. ESTIMATED PROJECT COST. The reasonable cost of Phase I of the Project is estimated to be **\$520,560.00**. The Reasonable cost of Phase II of the Project will be determined prior to initiation of Phase II. If State determines funding is available for Phase II and the Parties agree to proceed with Phase II, this agreement may require amendment.
5. LIMIT ON STATE FUNDS. Pursuant to Section 6.10 of the Budget Act of 2016 and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board ("PMIB") or any other State authority, the State will provide to Funding Recipient in accordance with the terms of this Project Agreement funding in the amount not to exceed **\$520,560.00**, except as provided in Paragraph 29. The State will not make payments of any kind -- advances or reimbursements -- until funding is made available by the State Treasurer, after allocation decisions are made by the PMIB and Department of Finance. Funding recipients will only be entitled to State funds for Eligible Project Costs, as defined in Paragraph 6, and the funding provisions in Paragraph 7. The State may, without requiring an Amendment to this Project Agreement, increase or decrease this amount only as provided for in Paragraph 29.
6. ELIGIBLE PROJECT COSTS. Funding Recipient shall only apply State funds for Eligible Project Costs. Except as otherwise provided in Paragraph 14(b), Eligible Project Costs are the reasonable and necessary actual costs associated with an eligible Project incurred after the LMA has passed the resolution accepting the funds Exhibit E, , and returned the signed Project Agreement to DWR. The Implementation Procedures provide a summary of the costs which are considered eligible or non-eligible project costs.
7. COST SHARING BY THE STATE AND FUNDING RECIPIENT. The State will pay one hundred percent (100%) of Eligible Project Costs for each Phase. Funding Recipient will be responsible for all costs that are not Eligible Project Costs.
8. RESERVED.
9. FUNDING RECIPIENT'S RESPONSIBILITY FOR WORK. Funding Recipient shall be responsible for work and for persons or entities engaged in work, including subcontractors, suppliers, and providers of services. Funding Recipient shall give personal supervision to any work required under this Project Agreement or employ a competent representative, satisfactory to State, with the authority to act for Funding Recipient. Funding Recipient or its authorized representative shall be present while work is in progress. Funding Recipient shall give attention to fulfillment of the Project Agreement and completion of the Project, and shall keep work under control. Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project to bid disputes and payment disputes with Funding Recipient's contractors and subcontractors. State will not mediate disputes between Funding Recipient and any other entity concerning responsibility for performance of work.
10. RELATIONSHIP OF PARTIES. Upon execution of this Project Agreement, Funding Recipient agrees that it is acting in an independent capacity and is solely responsible for design, construction, and (except as otherwise provided by Paragraph 24 if applicable) OMRR&R of the Project, Project Element(s) and Project Feature(s) constructed, repaired, rehabilitated or replaced with funds provided under this Project Agreement. Review or approval of plans, specifications, Project Real Estate Plan, bid documents or other construction documents, and construction inspection by the State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict Funding Recipient's responsibility.

Preliminary documents provided by the State as part of the Notice of Eligibility or Project Agreement negotiations, including the Pre-Feasibility Cost Estimate Report, and any communication provided by the

State regarding those documents, are provided solely for the purpose of defining the Overall Work Plan as provided in Attachment A and shall not be deemed to relieve or restrict Funding Recipient's responsibility for design, construction, and OMRR&R. The Funding Recipient's costs for the technical review of, and for assisting State in the development of, the Overall Work Plan and supporting documents, shall be considered Eligible Project Costs contingent upon State's acceptance of those costs as reasonable and execution of this Project Agreement.

11. PERFORMANCE AND ASSURANCES. Funding Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the final plans and specifications under this Project Agreement and to apply State funds received only to Eligible Project Costs and to OMRR&R in accordance with applicable provisions of the law.
12. REQUIREMENTS FOR DISBURSEMENT. Funding Recipient shall meet all conditions precedent, defined in subparagraphs a – f below, before State shall be obligated to disburse any funds pursuant to this Project Agreement. Failure by Funding Recipient to comply may, at the option of State, result in termination of the Project Agreement. State shall have no obligation to disburse money under this Project Agreement unless and until the disbursement is in accordance with requirements of the Control Section 6.10 of the Budget Act of 2016. The following are conditions precedent to funding for Phases I and II unless otherwise noted:
  - a) Funding Recipient has executed this Project Agreement and provided a copy of a resolution duly adopted by its governing body accepting the Funds, and designated an authorized representative to execute this Project Agreement and to sign requests for disbursement of State funds. The resolution must be substantially the same as the draft resolution provided in Exhibit E to this Project Agreement.
  - b) For phase II only, Funding Recipient has executed an Assurance Agreement by and between Funding Recipient and the CVFPB in substantially the form attached hereto as Exhibit D as provided for in Paragraph 24 of this Project Agreement.
  - c) Funding Recipient has demonstrated compliance with (i) all applicable requirements of CEQA and NEPA and submitted copies of any environmental documents (including, but not limited to, any environmental impact report(s), environmental impact statement(s), environmental assessment(s), negative declaration(s), CEQA findings, Project approvals and permits, and mitigation monitoring plan(s), as appropriate); and (ii) all other applicable state and federal environmental requirements (including, but not limited to requirements under the federal Clean Water Act, the federal Endangered Species Act and the California Fish & Game Code) and submitted copies of the appropriate environmental permits, authorizations and agreements.

In addition to the requirement that the Funding Recipient demonstrate completion of all required environmental documents, the Department may not issue the approval letter required for combined design and construction projects (Phase II only) under Paragraph 13 of this agreement until Funding Recipient has completed its environmental work and issued a notice of decision in connection with the Project Element, Project Feature or Project for which the approval letter has been requested.
  - d) Funding Recipient has timely submitted Quarterly Work Plans and Progress Reports as required by Paragraph 22.
  - e) The necessary funding has been made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and the Department of Finance, as discussed above in Paragraph 5.
13. ADVANCE WORK APPROVALS BY STATE. For Phase II only, at least forty-five days prior to awarding a construction contract or initiating construction, whichever is earlier, for any Project, Project Element, or

Project Feature, Funding Recipient shall submit to State engineering plans and specifications certified by a California Registered Civil Engineer as to compliance with the approved Project as defined in Paragraph 22. No disbursements of funds for the work described will be made until the State has approved the engineering plans and specifications.

Except for the first Quarterly Work Plan, at least forty-five days prior to disbursement of funds by State, the Funding Recipient shall submit a Quarterly Work Plan in accordance with Paragraph 22. No disbursement of funds for the work described in a Quarterly Work Plan will be made until the State has approved the Quarterly Work Plan.

If the Overall Work Plan includes design and construction work, such work may be completed in phases. The Funding Recipient may begin design work before its environmental documents are complete, but may not begin the construction portion of the approved Project until all environmental work for the Project Element or Project Feature has concluded. An Overall Work Plan that contains both design and construction work has an additional, mid-Project, State approval requirement; when the project work transitions from design to construction, the Department must confirm, in writing, that the Project is eligible to move forward into construction. In circumstances where one particular Project Element or Project Feature is ready to begin construction, this approval letter may be issued, but only for the Project Element(s) or Project Feature(s) that are ready. An additional approval letter will be required from the Department for each subsequent Project Element or Project Feature. As described further in Paragraph 12(c) of this agreement, this approval letter may not be issued if the Funding Recipient has not completed all necessary environmental work for the Project Element or Project Feature.

14. PAYMENTS AND CREDITS FOR ELIGIBLE PROJECT COSTS. Eligible Project Costs will be paid by the State in accordance with the provisions in Paragraph 7 and according to one or more of the following methods:
  - a) For all Eligible Project Costs, work will be divided into two categories: non-construction and construction. The Funding Recipient shall provide a Statement of Costs detailing such costs in accordance with the applicable provisions of Paragraph 15. The Statement of Costs shall be submitted within 45 days of the effective date of this Project Agreement.
15. STATEMENT OF COSTS. The Funding Recipient shall provide State with a Statement of Costs or Statements of Cost, on forms provided by the State for all Eligible Project Costs.
  - a) Statements of Costs shall be filed by the Funding Recipient quarterly or as otherwise specified in this paragraph. Funding Recipient shall provide a statement of the incurred Eligible Project Costs for work performed during the period identified in the particular statement. Each Statement of Costs shall also include: (1) information required to verify that claimed costs were incurred, such as contractor and vendor invoices and receipts for equipment and supplies; (2) a statement of Funding Recipient's payments made to cover its share of Eligible Project Costs, if applicable; and (3) a comparison of the actual incurred Eligible Project Costs with those projected in the Quarterly Work Plans and an explanation of any differences of more than five percent (5%) per task or item from the estimate included in the Quarterly Work Plan budget.
  - b) The State will review each Quarterly Work Plan and each Statement of Costs to determine whether claimed costs are, in the opinion of the State, Eligible Project Costs and whether the Funding Recipient has provided adequate information to verify that claimed expenses were incurred.
  - c) State may reject a Statement of Costs if: (1) it is submitted without signature; (2) it is submitted under signature of a person other than Funding Recipient's Program or Project Manager; or (3) Funding Recipient fails to timely submit a Final Statement of Costs within the time period specified in Paragraph 15(g). State will notify Funding Recipient of any Statement of Costs so rejected, and the reasons therefore.

- d) A Statement of Costs containing a mathematical error will be corrected by State, after consultation with the Funding Recipient; and will thereafter be treated as if submitted in the corrected amount. State will provide Funding Recipient with notification of the corrected Statement of Costs.
- e) State will notify Funding Recipient by mail, whenever, upon review of a Statement of Costs, State determines that any portion or portions of the costs claimed: (1) are ineligible to be paid under Federal or State law, or the terms of this Project Agreement; (2) do not constitute Eligible Project Costs approved by State for funding under the terms of this Project Agreement; or (3) are not supported by invoices or receipts acceptable to State. Funding Recipient may, within thirty (30) days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). State and Funding Recipient shall then attempt to negotiate a resolution of the claim and adjust the Statement of Costs accordingly. Funding Recipient may continue to submit additional documentation in support of rejected cost(s) and may include such cost(s) with additional supporting documentation on a subsequent Statement of Costs. If the claim remains disputed, it may be resolved in accordance with the dispute resolution process set forth in Paragraph 20. If Funding Recipient fails to timely submit adequate documentation curing the deficiency(ies), State will adjust the pending Statement of Costs by the amount of the ineligible and/or unapproved cost(s). The requirements for close-out of a Project, Element, or Feature are provided in Exhibit H. A Project, Project Element, or Project Feature will be considered completed when the Funding Recipient has provided the information specified in Exhibit H to the satisfaction of the State.

Upon completion or termination of the Project or any Project Element or Project Feature, Funding Recipient shall furnish to State, within sixty (60) days, a Final Statement of Costs for the Project, Project Element, or Project Feature. Periodic cost statements and the Final Statement of Costs shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as provided in Paragraph 5, and those costs that represent Funding Recipient's costs, as provided in Paragraph 6.

- f) All Statements of Costs shall be accompanied by a statement signed by the Funding Recipient's Program or Project Manager that the statement is correct to the best of his or her knowledge and belief after a reasonable investigation. The signed statement shall be submitted under penalty of perjury.
  - g) At the sole discretion of the State, the State may modify the requirements for preparation and submittal of Statements of Costs in order to improve administration of the State-Federal Flood Control System Modification Program or ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements. If the State opts to modify the requirements, it shall notify Funding Recipient in writing of the change(s).
16. **DISBURSEMENT.** Following the review of each invoice, State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes and to provisions as specified in this Project Agreement. Notwithstanding any other provision of this Project 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 Funding Recipient under this Project Agreement and any and all interest earned by Funding Recipient on such money shall be used solely to pay Eligible Project Costs.
17. **WITHHOLDING OF FUNDING DISBURSEMENT BY STATE.** From each disbursement of funds for Eligible Project Costs, with the exception of funds disbursed for Real Estate Capital Outlay Costs, the State shall withhold five percent (5%) of the State share until the Project Element of the Project for which the payment is made is completed or, if the work on a particular Project Element is further divided into Project Features, until the work on a Project Feature is completed and, with respect to Phase II work, the Funding Recipient has executed an Assurance Agreement between CVFPB and the Funding Recipient (Exhibit D). A Project, Project Element, or Project Feature shall not be considered completed until the requirements of Exhibit H have been met to the satisfaction of the State. Among these requirements are: (1) the work on such

Project, Project Element, or Project Feature has been completed to the State's satisfaction; (2) a Final Statement of Costs has been submitted for Eligible Project Costs for the Project, Project Element, or Project Feature; (3) as-built drawings satisfactory to the State have been submitted to the State; and (4) for a Project, Project Element, or Project Feature, Funding Recipient provides a certification of a Registered Civil Engineer that that portion of the Project has been built in compliance with the plans approved by the State pursuant to Paragraph 13.

If State determines that the Project is not being constructed substantially in accordance with the provisions of this Project Agreement, or that Funding Recipient has failed in any other respect to comply substantially with the provisions of this Project Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the funding commitment and take any other action that it deems necessary to protect its interests. If the Funding Recipient must remedy a failure to comply, and the remedy increases Eligible Project Costs, the State may disallow payment of the State's share of the increase in Eligible Project Costs.

The Funding Recipient may request the early release of funds withheld pursuant to this provision in accordance with the requirements set forth in Exhibit G of this Project Agreement.

18. WITHHOLDING THE BALANCE OF FUNDING AMOUNT. Where a portion of the Funding Commitment has been disbursed to Funding Recipient and State notifies Funding Recipient of its decision not to release the balance of the funds withheld pursuant to Paragraph 17 (other than requests for early release of funds made by the Funding Recipient pursuant to Exhibit G), that portion that has been disbursed shall be repaid within 60 days with interest at the California general obligation bond interest rate with interest beginning to accrue at the time the State notifies the Funding Recipient of its decision. Refusal of Funding Recipient to repay within 60 days may, at the option of State, be considered a material breach of this Agreement and treated as default under Paragraph 20.

19. WITHHOLDING THE ENTIRE FUNDING AMOUNT. If State notifies Funding Recipient of its decision to withhold the entire funding amount pursuant to Paragraph 17, this Project Agreement shall terminate and the State shall no longer be required to provide funds under this Project Agreement.

20. DEFAULT PROVISIONS AND DISPUTE RESOLUTION.

a) Events of Default. Funding Recipient will be in default under this Project Agreement if any of the following occur:

- 1) Material breach of this Project Agreement, including any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
- 2) Making any false warranty, representation, or statement with respect to this Project Agreement or the application filed to obtain this Project Agreement; or
- 3) Failure to make any remittance required by this Project Agreement.

b) Consequences of Default. Should an event of default occur, State shall provide a notice of default to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, which shall be no less than 10 days from the notice of default, State may do any or all of the following:

- 1) Cancel the Project Agreement.
- 2) Complete the Project using its own resources.

- 3) Contract with the current or any other contractor to complete the Project.
- 4) Require that the Funding Recipient return all or a portion of state funds, with interest at the State Surplus Money Investment Fund rate at the time of default, accruing from the date the funds were provided.

c) Dispute Resolution.

Any claim that Funding Recipient may have regarding the performance of this Project Agreement, including but not limited to claims for an extension of time, shall be submitted in writing to the Program Manager at the Department of Water Resources, within thirty (30) calendar days of Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a good faith resolution of such claim and process an Amendment to the Project Agreement to implement the terms of any such resolution, if deemed necessary by the parties.

Before either party to this Project Agreement may bring suit in any court concerning an issue relating to this Project Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties. Any costs of dispute resolution shall be shared evenly by the parties. Except as specifically provided in this Project Agreement, the existence of a dispute shall not excuse the parties from performance pursuant to this Project Agreement.

In the event State finds it necessary to enforce any provision of this Project Agreement in a court of law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

21. RESERVED.

22. SUBMISSION OF INFORMATION BY THE FUNDING RECIPIENT.

- a) Overall Work Plans: The forms of Overall Work Plan, Budget, and Schedule for the Project are included as Exhibit A to this Project Agreement.
- b) Quarterly Work Plans: The Funding Recipient shall submit Quarterly Work Plans consistent with the Overall Work Plan for the term of this Project Agreement. Within seven (7) days of the effective date of this Project Agreement, the Funding Recipient shall submit its first Quarterly Work Plan for the time period between the effective date of the Project Agreement and the end of that calendar quarter and then quarterly thereafter. Each Quarterly Work Plan will include detailed information regarding the work to be performed during the quarter, the projected budget for this work (broken down to show individual items and tasks), and the expected monthly schedule. Except for the first Quarterly Work Plan, the Funding Recipient will submit Quarterly Work Plans at least forty-five days before the work covered by the plan is scheduled to begin. Exhibit C, Quarterly Work Plan and Report Formats, provides an example template for the Quarterly Work Plan.
- c) Quarterly Progress Reports: Funding Recipient shall submit progress reports on the status of the Project to State. Progress reports shall be filed quarterly. No later than 60 days after the time period covered by a Quarterly Work Plan, the Funding Recipient shall submit a Quarterly Progress Report for the time period covered by the Quarterly Work Plan. The submittal and approval of these reports is a requirement for continued disbursement of State funds. Quarterly 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 as well as evidence the Funding Recipient will have sufficient funds to pay its share of the Eligible Project Costs required to complete the Project. The reports shall include total interest earned to date on State funds, and any lease credits due to the State from lease agreements, if any. Exhibit C,

Quarterly Work Plan and Report Formats, provides an example report template. The Funding Recipient may request in writing that the State grant permission to combine the Quarterly Progress Report required by this paragraph with other reports required by this Project Agreement and the State may, at its sole discretion, approve such a request.

- d) Project Completion Report: Funding Recipient shall submit a Project Completion Report within ninety (90) calendar days of completion of all tasks associated with the Project. The Final Project Report shall include a description of actual work done, a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project and three sets of as-built drawings. The Project Completion Report shall also include certification of final Project by a Registered Civil Engineer, consistent with Exhibit B, Paragraph B-8 of this Project Agreement. Exhibit H, provides further information regarding what the report is to contain.
- e) Reserved.
- f) Reserved.
- g) Compliance with Executive Order S-02-07: At the sole discretion of the State, the State may modify the requirements for preparation and submittal of work plans and reports called for in this Project Agreement in order to improve administration of the DMP or ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.
- h) Flood Risk Resolution: Funding Recipient has acknowledged the current Level of Protection and flood risk through a resolution or resolutions adopted and signed by the governing bodies of all affected cities or counties and other agencies with flood management responsibilities located in the areas protected by their proposed projects. Funding Recipient has provided copies of the resolution or resolutions to the State. The Funding Recipient acknowledges that each resolution provides that any subsequent resolutions that would modify or rescind the resolution must be first approved by the State. Funding Recipient agrees that it shall provide any subsequent resolution for approval by the State no less than thirty (30) days before the resolution is acted upon by the governing body of the affected city or county or other agency with flood management responsibilities. State agrees that it shall not unreasonably withhold approval of a resolution acknowledging flood risk.

23. RESERVED.

24. OPERATION, MAINTENANCE, REPAIR, REHABILITATION AND REPLACEMENT (PHASE II ONLY). All provisions of this section 24 will apply if Phase II work is to be undertaken by Funding Recipient. If no Phase II work is to be undertaken by Funding recipient this section shall have no force or effect. Prior to requesting funds for Phase II work, Funding Recipient agrees that it will execute an Assurance Agreement with CVFPB or a successor thereto, in substantially the form of Exhibit D to this Project Agreement, which sets forth the obligations of the Funding Recipient to do the OMRR&R work for Phase II of the Project. Phase II funding is contingent upon execution of an Assurance Agreement by Funding Recipient. Refusal of Funding Recipient to execute an Assurance Agreement in substantially the form of Exhibit D prior to requesting funding for Phase II, or failure to do the OMRR&R work in accordance with the Assurance Agreement may, at the option of State, be considered a breach of this Project Agreement and may be treated as default under Paragraph 20.

If the Funding Recipient is not currently the entity responsible for OMRR&R of the associated federally authorized project, the Funding Recipient may, with the prior written approval of Department, satisfy the requirement to execute an Assurance Agreement by providing to Department evidence satisfactory to the Department that the entity(ies) currently responsible for OMRR&R of the associated federally authorized project has executed an Assurance Agreement for Phase II work in substantially the form of Exhibit D of this Project Agreement. Department's decision to accept satisfaction of the Assurance Agreement requirement of this Project Agreement by a local agency(ies) other than Funding Recipient shall be made



in Department's sole discretion and shall be based upon, among other things, demonstration that such local agency(ies) have satisfactorily performed existing OMRR&R duties.

- 25 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Funding Recipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Project Agreement, including those necessary to perform design, construction, or OMRR&R for the Project. Funding Recipient shall be responsible for observing and complying with all applicable federal, state and local laws, rules or regulations affecting any such work, specifically those including environmental, procurement and safety laws, rules, regulations, and ordinances. Upon request by State, Funding Recipient shall provide copies of permits and approvals.

Without limiting the foregoing, Funding Recipient will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to this agreement, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

- 26 PROGRAM AND PROJECT MANAGERS. Either party may change its Program or Project Manager upon written notice to the other party.
1. The State Program Manager shall be the Chief, Division of Flood Management, Department of Water Resources. State Program 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 of work performed under the Project Agreement. The State Program Manager may delegate any task to the State Project Manager. Correspondence to the State Program Manager will be directed to:

**Mr. Mark R. List**  
**DMP Program Manager**  
**Department of Water Resources**  
**P.O. Box 219000**  
**Sacramento, CA 95821-9000**  
**(916) 574-0319**  
**Mark.List@water.ca.gov**

2. The Funding Recipient's Program Manager shall be **General Manager**. Funding Recipient's Program Manager shall be the Agency's representative for the administration of the Project Agreement and shall have full authority to act on behalf of the Agency, including authority to execute all payment requests. The Funding Recipient's Program Manager may delegate tasks to the Funding Recipient's Project Manager. Correspondence to the Funding Recipient's Program Manager will be directed to:



- 27 NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Project Agreement shall be in writing to Project Manager. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means followed by submittal of a hard copy. Notices delivered in person will be deemed

effective immediately on receipt (or refusal of delivery or receipt). Notices sent by U.S. mail will be deemed effective 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 electronic means will be effective on the date of successful transmission, which is documented in writing. Either party may, by written notice to the other, change its Program or Project Manager or designate a different address that shall be substituted for the one identified in Paragraph 26.

28 INCORPORATION OF EXHIBITS. This Project Agreement incorporates:

Exhibit A, Overall Project Work Plan, Budget, and Schedule  
Exhibit B, Standard Conditions  
Exhibit C, Quarterly Work Plan and Report Formats  
Exhibit D, Operation and Maintenance Agreement  
Exhibit D-1, Standard Conditions  
Exhibit, D-2 Resolution Accepting Standard Conditions Template  
Exhibit E, Resolution Accepting Funds Template  
Exhibit F, Reserved  
Exhibit G, Early Partial Release of Certain Withheld Funds  
Exhibit H, Project or Element/Feature Closeout  
Exhibit I, State Audit Document Requirements and Funding Guidelines for Funding Recipients

29 MODIFICATION OF OVERALL WORK PLAN. After the Project Agreement is executed, Department will consider approving or requiring changes to the work plan due to circumstances that were not reasonably foreseeable at the time the Project Agreement was executed. Department will allow non-material changes to be made to the work plan without formally amending the Project Agreement. Non-material changes include:

- Changes to the design plans if, at the sole discretion of Department, Department determines changes will improve the project design and will not result in a budget revision or an increase in the overall schedule beyond the term of the Project Agreement.
- Changes to portions of the work plan concerning budget that would not result in an increase to the state's funding commitment.
- Changes to the work plan's project schedule that do not extend the term of the Project Agreement.

If the Funding Recipient and the State agree to a material change with respect to the Overall Work Plan that decreases the Project cost there shall be proportionate reduction in the maximum amount payable by the State.

If the State Program Manager approves a material change pursuant to the provisions of this paragraph, the Funding Recipient shall include information regarding the material change in the reports required by this Project Agreement. Within a reasonable time after the material change is approved, the State and the Funding Recipient shall also formally amend this Project Agreement to reflect the material change.

30 RESERVED.

31 RESERVED.

32 FUNDING RECIPIENT COMMITMENTS. Funding Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Project Agreement, including all incorporated documents,

and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for financing.

IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement as of \_\_\_\_\_, 2017.

**State of California  
Department of Water Resources**

By \_\_\_\_\_

Name Eric Koch

Title Chief, Division of Flood Management

Date \_\_\_\_\_

Approved as to Legal Form  
And Sufficiency

By \_\_\_\_\_

Name Robin E. Brewer

Title Asst. Chief Counsel

Date \_\_\_\_\_

**American River Flood Control District**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form  
And Sufficiency

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A  
OVERALL PROJECT WORK PLAN, BUDGET, SCHEDULE, AND INSPECTION  
QUALIFICATIONS AND SPECIFICATIONS

The Overall Work Plan is organized as follows:

ARTICLE A-1. OVERALL PROJECT WORK PLAN

ARTICLE A-1-A. OVERALL PROJECT BUDGET

ARTICLE A-1-B. OVERALL PROJECT SCHEDULE

ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS

## ARTICLE A-1. OVERALL PROJECT WORK PLAN

### General Description:

Deferred Maintenance Project includes inspection and repair of levee penetrations based on a two phase approach. The funding recipient (American River Flood Control District) is the Project lead under DWR oversight. Under Phase-I, the funding recipient (ARFCD) will evaluate the identified levee penetrations using video inspections and submit results to DWR. DWR will review the phase-I deliverables and prepare a Pipe Rehabilitation Plan (PRP) for the respective leveed area(s), which will include a preferred rehabilitation alternative(s) and preliminary cost-estimate(s). Upon execution of an Assurance Agreement between American River Flood Control District (ARFCD) and the Central Valley Flood Protection Board, DWR will issue a notice to proceed to ARFCD for the Phase -II work. Under Phase -II, the funding recipient will implement remedial actions identified in the PRP for the levee penetrations falling under funding recipient's jurisdiction.

### Phase -I Evaluation of Levee Penetrations:

Under the phase-1 work, for the levee penetrations listed in table A-1, the following tasks shall be performed:

- Provide access for video equipment
- Clean and prepare the pipe for video inspection
- Perform video inspection fully compliant to the National Association of Sewer Service Companies (NASSCO), Pipeline Assessment Certification Program (PACP), version 7.02 or later, by a NASSCO PACP certified professional with a minimum three years of experience, in lead position, performing CCTV inspection, evaluation, and rating of pipes per NASSCO PACP.
- Rate the pipe internal condition fully compliant to NASSCO PACP Version 7.02 or later

### Deliverables Phase - I:

In addition to the Quarterly Work Plans, Progress Reports, and Statement of Costs with back up invoices from subcontractors for all reimbursement requests as indicated in the Project Agreement following items must be submitted to DWR for Phase-I work:

1. Pipe inspection videos (MP4 format and original format)
2. Pipe internal condition rating reports in electronic formats (PDF and native format)
3. Submit video inspection reports pdf and two hard copies (Results and all electronic data such as still pictures, defect codes, stationing logs, gps coordinates, etc.)

## ARTICLE A-1. OVERALL PROJECT WORK PLAN (Contd.)

**Table A-1: Phase 1 - Eligible penetrations  
 American River Flood Control District (ARFCD)**

LMA	Unit	Levee Mile	UCIP_DS_ID	Latitude	Longitude	Inspection Task Category	Estimated Inspection Cost
NA0001	6	0.387	24090	38.591048	-121.505339	III	\$2,400.00
NA0001	6	0.018	24092	38.65739993	-121.4744549	IV	\$4,000.00
NA0001	6	0.612	24095	38.659668	-121.464136	IV	\$4,000.00
NA0001	1	1.053	24096	38.66236	-121.45701	IV	\$4,000.00
NA0001	1	1.228	24250	38.625182	-121.447154	IV	\$4,000.00
NA0001	1	1.299	24253	38.625628	-121.445995	IV	\$4,000.00
NA0001	1	1.368	24254	38.626093	-121.444853	IV	\$4,000.00
NA0001	1	1.578	24255	38.627241	-121.441465	I	\$1,000.00
NA0001	1	1.778	24256	38.627936	-121.437982	II	\$1,600.00
NA0001	1	1.968	24257	38.627503	-121.434547	IV	\$4,000.00
NA0001	3	1.952	24259	38.627568	-121.434815	I	\$1,000.00
NA0001	4	1.893	24295	38.59605	-121.449521	IV	\$4,000.00
NA0001	4	0.399	24303	38.600436	-121.502058	II	\$1,600.00
NA0001	4	0.922	24305	38.601656	-121.492639	II	\$1,600.00
NA0001	4	4.578	24314	38.58115	-121.43709	IV	\$4,000.00
NA0001	4	4.647	24315	38.580993	-121.435842	IV	\$4,000.00
NA0001	4	9.305	24322	38.566686	-121.374807	IV	\$4,000.00
NA0001	4	9.502	24324	38.567038	-121.371233	IV	\$4,000.00
NA0001	4	10.627	24325	38.568324	-121.352903	II	\$1,600.00
NA0001	4	2.823	24328	38.587383	-121.464951	IV	\$4,000.00
NA0001	4	3.192	24330	38.588601	-121.458503	II	\$1,600.00
NA0001	4	3.577	24331	38.58949	-121.45174	I	\$1,000.00
NA0001	4	3.847	24336	38.586893	-121.44812	II	\$1,600.00
NA0001	4	6.076	24338	38.5685122	-121.4240892	II	\$1,600.00
NA0001	4	6.113	24339	38.567982	-121.423962	IV	\$4,000.00
NA0001	4	6.574	24341	38.56168793	-121.4212984	II	\$1,600.00
NA0001	4	4.61	24345	38.581103	-121.436516	IV	\$4,000.00
NA0001	4	2.615	24347	38.58876	-121.46836	IV	\$4,000.00
NA0001	4	3.963	24348	38.585738	-121.446559	IV	\$4,000.00
NA0001	6	6.774	24349	38.55945	-121.41896	II	\$1,600.00
NA0001	6	1.073	24350	38.662354	-121.456642	IV	\$4,000.00
NA0001	6	1.083	24351	38.662352	-121.456458	IV	\$4,000.00
NA0001	6	0.193	24352	38.65728	-121.471229	IV	\$4,000.00
NA0001	6	0.392	24353	38.658379	-121.467832	IV	\$4,000.00
NA0001	6	0.836	24354	38.661156	-121.460475	II	\$1,600.00
NA0001	6	1.123	24355	38.662341	-121.455722	IV	\$4,000.00
NA0001	7	1.232	24356	38.662312	-121.453698	IV	\$4,000.00

## ARTICLE A-1. OVERALL PROJECT WORK PLAN (Contd.)

Table A-1 Contd.							
LMA	Unit	Levee Mile	UCIP_DS_ID	Latitude	Longitude	Inspection Task Category	Estimated Inspection Cost
NA0001	7	1.26	24368	38.625871	-121.447187	I	\$1,000.00
NA0001	7	1.334	24370	38.626321	-121.445964	II	\$1,600.00
NA0001	7	1.468	24371	38.627201	-121.44379	I	\$1,000.00
NA0001	7	1.603	24372	38.627738	-121.44147	I	\$1,000.00
NA0001	7	1.72	24373	38.628108	-121.439471	I	\$1,000.00
NA0001	7	1.769	24374	38.628248	-121.438598	IV	\$4,000.00
NA0001	7	1.834	24375	38.628381	-121.437412	I	\$1,000.00
NA0001	7	1.894	24376	38.628279	-121.436308	I	\$1,000.00
NA0001	7	0.961	24378	38.625772	-121.452664	IV	\$4,000.00
NA0001	8	1.768	24379	38.62830094	-121.4386137	I	\$1,000.00
NA0001	8	0.009	24380	38.667968	-121.447288	IV	\$4,000.00
NA0001	8	1.399	24384	38.660913	-121.4299	IV	\$4,000.00
NA0001	8	0	24386	38.667929	-121.44746	IV	\$4,000.00
NA0001	8	0.864	24387	38.667123	-121.432748	IV	\$4,000.00
NA0001	8	0.1	24388	38.668275	-121.445726	IV	\$4,000.00
NA0001	8	0.117	24389	38.668274	-121.445426	IV	\$4,000.00
NA0001	9	0.413	24390	38.66814	-121.440004	I	\$1,000.00
NA0001	9	1.291	24394	38.562285	-121.405265	II	\$1,600.00
NA0001	9	2.223	24397	38.564663	-121.420059	IV	\$4,000.00
NA0001	9	2.576	24401	38.569682	-121.42126	IV	\$4,000.00
NA0001	9	3.681	24406	38.58431649	-121.4209349	III	\$2,400.00
NA0001	9	3.742	24409	38.584908	-121.421789	I	\$1,000.00
NA0001	10	1.488	24411	38.56177	-121.40886	IV	\$4,000.00
NA0001	10	0.942	24413	38.587989	-121.336773	II	\$1,600.00
NA0001	2	3.879	24414	38.567947	-121.38277	IV	\$4,000.00
NA0001	2	0.488	24422	38.608022	-121.467116	IV	\$4,000.00
NA0001	2	1.244	24478	38.618875	-121.467562	I	\$1,000.00
NA0001	2	1.492	24479	38.622404	-121.468248	IV	\$4,000.00
NA0001	2	1.759	24480	38.626237	-121.468983	IV	\$4,000.00
NA0001	2	1.961	24481	38.629129	-121.469556	II	\$1,600.00
NA0001	2	2.225	24482	38.632911	-121.470255	IV	\$4,000.00
NA0001	2	2.492	24483	38.636746	-121.470981	IV	\$4,000.00
NA0001	2	2.87	24484	38.642162	-121.472041	II	\$1,600.00
NA0001	2	3.225	24485	38.647254	-121.472976	IV	\$4,000.00
NA0001	2	3.532	24486	38.651655	-121.473824	IV	\$4,000.00
NA0001	3	3.878	24487	38.656622	-121.474785	IV	\$4,000.00
NA0001	4	2.075	24489	38.596274	-121.452848	IV	\$4,000.00
NA0001	4	1.474	24491	38.599767	-121.482797	IV	\$4,000.00

## ARTICLE A-1. OVERALL PROJECT WORK PLAN (Contd.)

Table A-1 Contd.							
LMA	Unit	Levee Mile	UCIP_DS_ID	Latitude	Longitude	Inspection Task Category	Estimated Inspection Cost
NA0001	4	1.894	24492	38.595716	-121.477325	IV	\$4,000.00
NA0001	4	2.751	24493	38.587743	-121.466199	IV	\$4,000.00
NA0001	4	3.391	24494	38.589606	-121.455056	II	\$1,600.00
NA0001	4	4.735	24496	38.580753	-121.434247	IV	\$4,000.00
NA0001	4	6.53	24497	38.562207	-121.421802	IV	\$4,000.00
NA0001	4	8.513	24499	38.563742	-121.388832	IV	\$4,000.00
NA0001	4	9.07	24500	38.566161	-121.37906	IV	\$4,000.00
NA0001	4	9.258	24501	38.566693	-121.375677	IV	\$4,000.00
NA0001	4	9.477	24502	38.566956	-121.371675	IV	\$4,000.00
NA0001	4	9.778	24503	38.567995	-121.366287	IV	\$4,000.00
NA0001	5	9.784	24504	38.568023	-121.366165	IV	\$4,000.00
NA0001	5	0.022	24505	38.596157	-121.506856	IV	\$4,000.00
NA0001	5	0.246	24507	38.592998	-121.506062	IV	\$4,000.00
NA0001	5	0.244	24508	38.592998	-121.506062	IV	\$4,000.00
NA0001	5	0.248	24509	38.592998	-121.506062	IV	\$4,000.00
NA0001	5	0.242	24510	38.592998	-121.506062	IV	\$4,000.00
NA0001	5	0.245	24511	38.592998	-121.506062	IV	\$4,000.00
NA0001	5	0.247	24512	38.592998	-121.506062	IV	\$4,000.00
NA0001	6	0.249	24513	38.592998	-121.506062	IV	\$4,000.00
NA0001	9	1.093	24514	38.662349	-121.456274	IV	\$4,000.00
NA0001	10	2.512	24515	38.568767	-121.421178	IV	\$4,000.00
NA0001	8	3.79	24518	38.568265	-121.381196	IV	\$4,000.00
NA0001	4	0.431	24523	38.668129	-121.439666	IV	\$4,000.00
NA0001	5	1.475	24527	38.599767	-121.482797	IV	\$4,000.00
NA0001	5	0.195	24557	38.59367	-121.50629	IV	\$4,000.00
NA0001	1	0.25	24564	38.592998	-121.506062	IV	\$4,000.00
NA0001	1	1.3	24575	38.625628	-121.445995	IV	\$4,000.00
NA0001	1	1.275	24576	38.6255	-121.44639	IV	\$4,000.00
NA0001	4	1.276	24577	38.6255	-121.44639	IV	\$4,000.00
NA0001	4	6.531	24585	38.562207	-121.421802	IV	\$4,000.00
NA0001	4	6.532	24586	38.562207	-121.421802	IV	\$4,000.00
NA0001	4	6.775	24595	38.55945	-121.41896	II	\$1,600.00
NA0001	4	6.575	24599	38.56168276	-121.4212932	II	\$1,600.00
NA0001	4	6.576	24600	38.56167774	-121.4212869	II	\$1,600.00
NA0001	4	6.577	24601	38.56166737	-121.4212774	II	\$1,600.00
NA0001	4	6.578	24602	38.561661	-121.42127	II	\$1,600.00
NA0001	4	6.579	24603	38.56165	-121.421261	II	\$1,600.00
NA0001	4	0.663	24624	38.601502	-121.497407	IV	\$4,000.00



## ARTICLE A-1. OVERALL PROJECT WORK PLAN (Contd.)

Table A-1 Contd.							
LMA	Unit	Levee Mile	UCIP_DS_ID	Latitude	Longitude	Inspection Task Category	Estimated Inspection Cost
NA0001	3	1.895	24625	38.595716	-121.477325	IV	\$4,000.00
NA0001	2	2.427	24627	38.595386	-121.459167	IV	\$4,000.00
NA0001	4	2.769	24805	38.587629	-121.465905	IV	\$4,000.00
NA0001	4	4.611	24808	38.581101	-121.436502	IV	\$4,000.00
NA0001	4	4.612	24809	38.581092	-121.436466	IV	\$4,000.00
NA0001	4	4.613	24810	38.581087	-121.436449	IV	\$4,000.00
NA0001	6	4.614	24811	38.581082	-121.436431	IV	\$4,000.00
NA0001	9	0.751	24812	38.660518	-121.461826	II	\$1,600.00
NA0001	9	3.683	24817	38.584344	-121.420968	III	\$2,400.00
NA0001	11	3.685	24818	38.584355	-121.420989	III	\$2,400.00
NA0001	11	0.083	24823	38.662976	-121.456464	I	\$1,000.00
NA0001	12	0.518	24826	38.667108	-121.450827	I	\$1,000.00
NA0001	12	0.823	24827	38.577182	-121.342295	II	\$1,600.00
NA0001	1	0.067	24831	38.570894	-121.353571	II	\$1,600.00
<b>Total:</b>							<b>\$396,600.00</b>

Inspection Task Category Explanation

Category	Cost	Description
I	\$1,000	Pipe location is known and the ends are clear: Clean + video inspect
II	\$1,600	Pipe location is verified but the ends are obscured. Pipe may contain up to half-depth of silt: Pothole/desilt + clean + video inspect
III	\$2,400	Pipe may be filled with flowing or stagnant water and the ends may be submerged: Divert flow + clean + video inspect
IV	\$4,000	Pipe existence and location is not definitively known. Reasonable effort is needed to either locate the pipe or verify its non-existence: Locate + pothole/desilt + clean + video inspect

Note: If the LMA believes this list is inaccurate or incomplete, please contact the DMP project manager.



## ARTICLE A-1. OVERALL PROJECT WORK PLAN (Contd.)

### **Phase – II Pipe Rehabilitation Works:**

In general, upon receipt of evaluation reports of Phase – I work from ARFCD, DWR will prepare a Pipe Rehabilitation Plan (PRP) addressing the rehabilitation needs, priority, and funding eligibility for repairs for the area(s) maintained by ARFCD. Subject to execution of an Assurance Agreement between American River Flood Control District and the Central Valley Flood Protection Board, DWR will issue a notice to proceed for the eligible works under Phase -II of the DMP.

Following tasks shall be performed for the authorized work under Phase – II:

1. Prepare engineering design (plans, specifications and estimates), secure applicable environmental and regulatory clearances, and construct the repairs.
2. Incorporate the rehabilitated facility into the Operation and Maintenance manuals, and submit project close-out report.

## ARTICLE A-1-A. OVERALL PROJECT BUDGET

### American River Flood Control District (ARFCD)

Item No.	Description	Quantity	Unit	Unit Price	Amount
	<b>Phase I: Evaluation of Levee Penetrations</b>				
1	Category I	11	each	\$1,000	\$11,000
	Category II	25	each	\$1,600	\$40,000
	Category III	4	each	\$2,400	\$9,600
	Category IV	84	each	\$4,000	\$336,000
2	Administration and Project Management				\$37,200
3	Contingency (20%)				\$86,760
<b>Subtotal Phase 1:</b>					<b>\$520,560</b>
	<b>Phase II: Pipe Rehabilitation Works</b>				
4	Removal and Replacement of Damaged Pipe	TBD	each	\$220,000	TBD
5	Remove	TBD	each	\$125,000	TBD
6	Abandon In Place	TBD	each	\$60,000	TBD
7	Slipline	TBD	each	\$50,000	TBD
8	Environmental and regulatory compliance cost		LS		TBD
<b>Subtotal Phase 2:</b>					<b>TBD</b>
<b>Total Project Cost</b>					<b>\$520,560</b>



## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS

1. Provided below is the minimum Contractor qualifications and specifications for the hydro/vacuum flushing operation and Closed Circuit Television (CCTV) pipeline inspections.
2. **QUALIFICATIONS**
  - a) Contractor must be licensed with the State of California.
  - b) Contractor shall perform the work per National Association of Sewer Service Companies (NASSCO) and Industry Standards.
  - c) The lead person operating the vacuum truck shall be a certified NASSCO Pipeline Assessment Certification Program (PACP) trained operator.
  - d) The internal video inspections shall be performed by a NASSCO PACP certified operator with a minimum of 3 years' experience in lead capacity.
3. **HYDRO VACUUM/FLUSH EQUIPMENT SPECIFICATIONS**
  - a) Hydro vacuum/flush equipment shall have the following minimum specifications:
    - Minimum usable size debris tank capacity of 12 cubic yards
    - Minimum usable water tank capacity of 1,200 gallons
    - Minimum hydroflush flow from 0 to 80 gallons per minute at variable pressure up to 2,500 pounds per square inch (PSI) with smooth and pulsation operation mode features
    - Minimum 600 feet in length one inch flushing hose reel
    - Rotating fully hydraulic vacuum hose boom
    - Positive displacement vacuum blower drive with minimum inlet volume of 4,500 cubic feet per minute (cfm) at 0 inch Hg and 3,650 cfm at 18 inch Hg
    - Minimum 100 feet length of vacuum hose or additional length if required
    - Four (4) dual vertical (cyclone) centrifugal separators located in-line between the debris body and the air mover, two (2) per side for each debris body discharge port.
  - b) A water truck may be necessary to supplement the water supply of the hydro/vacuum truck depending on the location and quantity of penetrations. If required, the Contractor shall provide a water truck with a minimum capacity of 4,000 gallons.
4. **CAMERA EQUIPMENT SPECIFICATIONS**
  - a) The inspections will be performed using a color pan and tilt camera or a side wall scanning (panoramic) camera specifically designed and constructed for storm drainage or storm drain pipeline inspection.
  - b) Lighting for the pan and tilt camera or side wall scanning camera shall provide a clear picture of the entire periphery of the existing pipeline. The camera shall include a remote adjustable optical focus and automatic light compensation iris with remote override, camera controller with remote focus, iris and auto centering control and camera lighting system. Illumination sensitivity shall be 3 lux or less. During inspection, lighting

## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS (Contd.)

intensity shall be adjusted to minimize glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipe for all conditions encountered. Lighting shall be adjusted according to the size of the pipe.

- c) The pan and tilt camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects.
- d) If utilizing a camera with side wall scanning capabilities, pausing and panning of each lateral is not necessary during the inspection if the image clearly depicts the inside of the lateral for post processing.
- e) Side wall scanning inspection systems are imaging cameras that are capable of a continuous 360 degree image capture of the wall of the pipeline being inspected. These systems may have one or multiple cameras to capture the complete interior view of the pipeline. Due to the high resolution of the image quality, the inspections may be conducted at a higher speed than color pan and tilt CCTV method. Once the pipeline inspections are completed, the captured images can be linked with a companion software package that allows for identifying and coding defects and features in the pipeline. Typically these systems provide a fold flat view and a perspective view (typical of CCTV) of the pipeline.
- f) There shall be no geometrical distortion of the image. The camera and monitor shall be able to produce a minimum 460 lines of horizontal resolution and 400 lines of vertical resolution. Focal distance shall be adjustable from a range of 1 inch to infinity. The camera shall be mounted on skids or a tractor suitably sized for each pipe diameter to be inspected. The camera shall move through the pipe in a downstream direction whenever possible at a maximum uniform rate of 30 feet per minute (fpm). Maximum allowable error for all the footage counters shall not exceed 0.5%.

### 5. SPECIFICATIONS FOR CLEANING AND INSPECTION OF LEVEE PENETRATIONS

#### Cleaning

- a) Where possible, the pipeline shall first be manually viewed to identify cleaning needs and any obvious structural concerns before any cleaning equipment is used in the pipeline.
- b) Pipelines shall be cleaned with equipment adequate to remove all debris that has been deposited inside the pipeline.
- c) During the cleaning process, if pipeline bedding material is being removed, the cleaning process shall be stopped and the LMA shall be immediately notified.
- d) Any continuous water flow into the pipeline shall be stopped during the cleaning and CCTV process.
- e) The pipeline shall be completely cleaned. All pipelines shall be cleaned to the point that all portions of the pipeline are completely visible to the TV camera. All debris and solids shall be removed from the pipeline except for minor grains of sand or dampness. The video inspection shall clearly show the condition of the invert of the entire pipe and both ends.

## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS (Contd.)

- f) The operator of the cleaning unit shall make a visual inspection of each end of the pipeline after it is considered to be in its final condition. This inspection shall determine the completeness of the pipeline cleaning.

### Defect and Attribute Coding

- a) All CCTV inspections shall be performed in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). PACP Requirements are as follows:
- Current NASSCO PACP Version 7.0.1 or higher certification of all CCTV operators, working on this project will be required for all CCTV work with a minimum of 3 years' experience in lead position.
  - Database shall be a NASSCO-PACP (Current Version) Certified Access Database.
  - CCTV Software shall be NASSCO-PACP (Current Version) certified.
  - CCTV inspections (Video and Data Collected) will be delivered entirely in digital format.
- b) All observations shall conform to PACP Version 7.0.1 or higher. This version includes changes and pipe grading for pipelines used in levees and dams that were worked out with input by the Corps of Engineers.
- c) Any software used shall incorporate PACP Version 7.0.1 or higher defect and attribute codes.
- d) The software used for the inspections shall allow footage reading from the existing mainline equipment to be automatically entered into the current survey record and directly correspond to the noted defect location throughout the main and in all tabular reports generated.

### Pipeline Inspections

- a) The CCTV equipment shall be capable of doing all of the inspection work from the Service Road on the top of the levee (sufficient cable and pulleys available).
- b) Any water flowing through the pipeline to be televised shall be stopped during the inspection.
- c) Pipelines shall be inspected from upstream end (the land side) to the downstream end (the river side) whenever possible. All pipelines inspected against the flow direction shall be noted "Against the Flow (U)" to indicate a reverse setup on the CCTV Report.
- d) The Contractor shall verify footage counter accuracy prior to the start of the CCTV inspection work. The camera set point (footage counter set point) shall be from the end of the pipeline to the focal point in the direction of camera travel. The footage counter shall appear on the screen at all times. The camera shall travel at a maximum speed of 30 fpm with slowdowns at joints. The camera shall stop and pan or tilt as needed to observe and clearly identify the following:
- Camera Set Point
  - Joint separation (gap)
  - Offset joints
  - Alignment problems and elbows
  - Cracked or damaged pipe including lined or point repaired pipe
  - Debris in the main line
  - Identifiable sags or high points in the main line
  - Root intrusion
  - Inflow or infiltration



## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS (Contd.)

- Corrosion
  - Material Changes
  - Diameter Changes
  - End of the pipeline – End of the pipe
- e) A recording of the televised pipeline inspection shall be provided, locating all defects and any pipeline connections entering the pipeline.
- f) Sufficient general lighting shall be provided to fully illuminate the inside of the pipeline. Additional lighting should be available for any pan and tilt lens when it is not centered on the pipeline. Lighting in the pipe shall be such that the pipe is illuminated and there is a minimum amount of glare. Lighting shall be adjusted as needed according to the size of the pipe to provide a clear picture of the entire periphery of the pipe for all conditions encountered. The CCTV operator will adjust the lighting during the first three to five feet and in the last three to five feet to allow the capture of good video throughout the entire pipeline. Videos where the changes in light as the camera approaches daylight make it very hard to evaluate the ends of the pipeline will not be accepted.
- g) The videos must be formatted to allow the videos to be played independently from any video inspection software. Video inspections that require other than a standard media player shall not be acceptable. No video inspections recorded on VHS tapes shall be allowed.
- h) Continuous digital video recordings of the inspections as they appeared during the inspection shall be transmitted to the LMA. The recordings shall be used as a permanent record of defects. The digital video encoding shall include both sound and video information.
- i) The self propelled transporter must be equipped with appropriate wheels or tracks to provide a smooth inspection. Inspections where the camera is bouncing up and down will not be accepted.
- j) The beginning of each inspection video shall include header information about the pipeline and a brief view of the area including at least one notable feature if possible.
- k) The camera shall stop and view all defects located within the pipeline. The defects must be viewed long enough and from multiple angles if necessary to allow clear identification of the nature of the defect.
- l) If a blockage cannot be removed and hampers the televising of the pipeline in one direction then an attempt shall be made to complete the section by televising from the other end of the pipeline to complete the section. The reversed inspection should immediately follow the initial inspection and shall be performed per PACP requirements as a second inspection. All obstructions shall be reported to the LMA.
- m) All video and still picture images must be clear and sharp. Adjust the focus, iris, zoom, and lighting as needed to obtain a satisfactory image. The recorded image from the CCTV camera must be free of fog or haze in the pipe. If the camera lens becomes obscured with condensation, scum, or debris, the camera shall be removed from the pipe, cleaned, and reinserted to continue inspecting the pipe. Excessive fog or haze, mud, and other debris on the camera lens during an inspection shall be cause for rejection of the inspection.
- n) If the quality of the video inspections is not in compliance, the segment shall be re-inspected or revised at no additional expense. All inspections not in compliance will be rejected.
- o) The camera shall be propelled through the pipeline by a self-propelled transporter. The transporter shall have a remotely controlled camera elevating device to center the camera in the pipeline. Inspections with cameras that are not set in the center of the pipeline may not be accepted.
- p) The inspection system must be able to collect all necessary data in either the forward or reverse direction.

## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS (Contd.)

- q) The camera shall allow clear viewing of the pipe surface and any defects located within the pipeline. The cameras shall also allow the operator to clearly view any defects or features when using the zoom feature of the camera. When a defect or other feature is encountered in a pipe, it shall be recorded at the footage indicated on the footage counter by using the appropriate PACP codes. Progress of the camera shall be slowed and stopped for a minimum of 15 seconds or as needed so that the observation can be panned with the camera, the data recorded, narration made, and a still picture captured if required.
- r) The distance from the start of the inspection (footage) shall appear on the corresponding video inspection and shall also appear on the reports indicating the correct footage for coded PACP entries.
- s) All of the needed information shall be included in the header for each pipeline inspection. The following guidelines must be followed when completing the CCTV header:
- Unless specifically required, do NOT enter units or abbreviations for measurements (e.g. in, “, feet, ft, ‘)
  - Use all capital letters
  - Enter all numeric entries to one decimal place, unless otherwise directed
- t) The pipes are located within a LMA. Each pipe inspected will have a unique identifier provided by the LMA which is the Desk Study Identification (DSID).
- u) The following lists the required reporting header information for the CCTV inspections and provides an explanation of appropriate responses to each item. The LMA provided information is underlined below. The LMA will provide printed copies and/or electronic excel files of the LMA provided header information for each pipe.

There are typically two scenarios for the pipes that will be inspected. The first is a pipe that extends below the levee with no intermediate manholes. For consistency, the inlet and outlet will be considered manholes in the header information and will be identified as follows:

- DSID WS or DSID LS

The second is when a pipe has an intermediate screw gate typically located on the waterside hinge point. This structure is considered a manhole and the following coding convention should be used for the manhole:

- DSID MHWS or DSID MHLS

The coding for the inlet and outlet will be the same as the first scenario above.

## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS (Contd.)

### Header Information

Header Information	Appropriate Sample Responses	Description/Comments
Surveyed By	Chris Jones	Contractor to fill out
Certificate Number	U-1213-07006199	Contractor to fill out
Media Label	<u>RD0017 10</u>	LMA Shortname & DSID
Project	<u>DMP</u>	Deferred Maintenance Project
Date	20171225	Contractor to fill out – Use PACP date format
Time	13:50	Contractor to fill out – Use 24 hour (military) format
Sheet Number	N/A	N/A-Since computerized entry is required
Weather	1	Contractor to fill out – Use PACP code
Pre-Cleaning	L	Contractor to fill out – Use PACP code
Date Cleaned	20171205	Contractor to fill out – Use PACP date format
Flow Control	P	Contractor to fill out – Use PACP code
Purpose of Survey	<u>G</u>	Capital Improvement Program Assessment – Use PACP code
Direction of Survey	D	Contractor to fill out – Use PACP code (D=Downstream, U=Upstream)
Inspection Technology Used	CC	Contractor to fill out – Use PACP code
Inspection Status	CI	Contractor to fill out – Use PACP code
Drainage Area	<u>San Joaquin River RB</u>	Waterway and Bank
Pipe Segment Reference	<u>10</u>	Desk Study Identification (DSID)
Street (Name & Number)	<u>2 1.229</u>	Unit & Current Levee Mile (CLM)
City	<u>RD 00017</u>	LMA Shortname
Location Code	N	Contractor to fill out-- Use PACP code -Should generally be N-Levee/Floodwall
Location Details	<u>San Joaquin</u>	County

<b>Header Information</b>	<b>Appropriate Sample Responses</b>	<b>Description/Comments</b>
Pipe Use	LG	Contractor to fill out-- Use PACP code -Should generally be LG-Levee Gravity Pipe
Height (Diameter inches)	24	Contractor to fill out in inches
Width	N/A	Contractor to fill out-inches. Write N/A if circular pipe
Shape	C	Contractor to fill out – Use PACP code
Material	CMP	Contractor to fill out – Use PACP code
Total Length	105.6	Contractor to fill out in feet to the nearest 1/10 <sup>th</sup> foot
Length Surveyed	105.6	Contractor to fill out in feet to the nearest 1/10 <sup>th</sup> foot
Upstream MH No.	10 LS	Contractor to fill out
Upstream MH Northing	37.900242	Contractor to fill out to 6 decimal places
Upstream MH Easting	-121.325498	Contractor to fill out to 6 decimal places
Downstream MH No.	10 WS	Contractor to fill out
Downstream MH Northing	37.900242	Contractor to fill out to 6 decimal places
Downstream MH Easting	-121.325498	Contractor to fill out to 6 decimal places
MH Coordinate System	World Geodetic System (WGS 1984)	Coordinate System to be used
GPS Accuracy	L	Contractor to fill out – Use PACP code

- v) The camera must be centered in the pipe to provide accurate distance measurements to provide locations of features in the pipeline and these footage measurements shall be displayed and documented on the video. All video must be continuously measured from the end of the pipelines.
- w) Pipeline inspections are performed from end of pipe to end of pipe. Each individual pipe segment requires a separate inspection record and video. Immediately before the insertion of the camera, the following

## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS (Contd.)

information must be provided as text on the video recording. The text shall be clearly displayed on a contrasting background (e.g. white text on dark background or black text on white background). This text shall be displayed for approximately 15 seconds or for the duration of the start-up narration, whichever is first.

- Direction of camera travel (i.e. “from WS to LS” or “from LS to WS”) of the pipe segment.
  - Direction of camera travel: The direction of camera travel shall be in the direction of flow in the pipe unless there are access problems that require a reverse set-up, the camera cannot pass through the pipe from end-to-end in the direction of flow, or because an obstruction prevents the camera passing, comments shall be made about the reason a reverse setup is needed. Reverse set-ups for convenience are not acceptable. All CCTV observation locations are to be recorded based on the direction of camera travel.
  - LMA Short name and DSID
  - Date and time of day
  - Project name or work order number
  - CCTV company or District staff
  - Operator’s name
- x) The CCTV data recording shall begin as the camera is being lowered into the pipeline and include scanning the end of the pipeline for observations before the pipeline inspection is started. All observations at the end of the pipeline shall be recorded at footage “0.0” of the pipe being inspected. The camera shall then be pointed down to scan the end of the pipeline and, with the video running, slowly lowered into the pipeline with the camera head pointed in the direction of the flow in the pipe. If a defect in the end of the pipeline is observed, the camera shall be panned and zoomed to obtain a closer view of the defect. The camera shall be set into the bottom of the pipeline in the direction of the inspection and the video stopped after panning up.
- y) During the CCTV, the running screen shall include the following information. The display of this information must in no way obscure the central focus of the pipe being inspected.
- Running footage (distance traveled): The “zero” point of the CCTV is the end of the pipeline where the camera is inserted. The footage counter shall be set accordingly by adding the footage from the end of the pipeline plus the camera length (or the camera length plus the camera focal length).
  - LMA shortname and DSID
- z) Defect codes shall not be shown on screen text.
- aa) The end point of the segment is the end of the pipeline at the opposite end of the pipeline segment from the starting location. This end point shall be recorded for approximately 15 seconds.
- bb) Collected video inspection files and header files shall be recorded onto a transportable compatible electronic storage device such as a removable hard drive or a USB flash drive. Original un-edited data shall be archived for a minimum of 5 years after project completion.

## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS (Contd.)

### Manhole Inspections

- a) Manholes shall be inspected in accordance with MACP requirements.
- b) Header input for Manhole inspections shall use the same responses as for the pipeline inspections, where appropriate. Information specific to Manhole inspections shall be entered by the Contractor in accordance with MACP guidelines.

### 6. NARRATION

- a) The CCTV video recordings will become part of DWR's permanent records and shall not contain inappropriate language, idle chatter, background noise, and discussions between the operator and other crew members. All video narration must be live by the CCTV operator. All defect codes must be narrated.
- b) A voice narration must be included in the video recording. This narration must include the following information at the beginning of each pipe segment:
  - Upstream and downstream manhole numbers
  - Direction of camera travel
  - Purpose of inspection
  - Location-LMA Shortname and DSID
  - Date
  - Work order number (if applicable) and project name
  - Pipe size
  - Pipe material
  - CCTV company or District staff name
- c) Narrate all observations along the length of the pipe with a description of the observation and clock position, if applicable. For example:
  - "Circumferential Crack from 9 to 2 O'clock at 56 feet"
  - "Broken Pipe soil visible from 10 to 3 O'clock at 23 feet"
- d) At the conclusion of the inspection of a pipe segment, the operator shall state the final CCTV footage and indicate that the CCTV of the pipe segment is complete. For example:
  - "CCTV of pipeline from manhole 10 LS to manhole 10 WS is complete at 99 feet"
- e) If the inspection had to be abandoned before reaching the end of the pipeline, then a statement to this effect shall be made as part of the ending narration with a reason given as to why the inspection could not be completed.

### 7. INSPECTION DATA

- a) The inspection videos and data shall be transmitted to the LMA on a transportable compatible electronic storage device such as a removable hard drive or a USB flash drive for the LMA and eventually DWR review for compliance. The data shall be submitted in native file format and as described below.

## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS (Contd.)

- b) The pipeline inspection data shall be transmitted every two weeks on two Microsoft Excel spreadsheets as follows:
- The first table shall include all of the Inspection data listed in the Pipeline Inspection Summary Template.
  - The second table shall include all of the Inspection data listed in the Pipeline Details Summary Template.
- c) The manhole inspection data shall be transmitted every two weeks on three Microsoft Excel spreadsheets as follows:
- MH Header Section Template
  - MH Details Summary Template
  - MH Pipe Connections Template
- d) All of the coding shall be compliant with MACP guidelines and shall be consistent with the pipeline inspection data listed above.
- e) The above referenced Templates are shown at the end of this document. Electronic Microsoft Excel Templates will be provided to the Contractor.

### 8. SUMMARY REPORTS

- a) The Contractor shall submit a report that summarizes the inspections completed for each area, organized by LMA. This will include a listing of all pipelines and manholes inspected and a preliminary assessment of the condition of each of the pipelines.
- b) CCTV inspections and summary report shall be delivered entirely in electronic format as follows:
- All PACP Header information shall be completed in accordance with PACP Guidelines. In addition to mandatory Header fields, additional fields are required as defined above.
  - The documentation of the work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, Microsoft templates, etc. noting important features encountered during the inspection.
  - The electronic storage device containing the videos and data will be returned to the Contractor within 10 business days, if necessary.
  - The Contractor will be notified in writing of any deficiencies. The Contractor may request to review the video with the LMA and DWR. Deficiencies in inspection videos and electronic data shall be corrected and resubmitted to the LMA within 10 working days, and shall reflect current coding and labeling procedures in this section. This process shall be repeated until the LMA and DWR review of the final CCTV Report indicates that the pipeline cleaning, inspection, and electronic data meet all requirements.

## ARTICLE A-1-C. PIPELINE CLEANING AND INSPECTION QUALIFICATIONS AND SPECIFICATIONS (Contd.)

### 9. SPECIAL PROVISIONS

- a) The Contractor shall be responsible for making repairs and adjustments necessary to keep the equipment in good working order. The LMA shall have the right to terminate or cease payment should Contractor fail to service and maintain the equipment properly.
  
- b) Contractor shall have the proper permits/licenses/certificates to perform all work.



1	2	3	4	5	6	7	8	9	10	11	12	13
Surveyed By	Certificate Number	Reviewed By	Reviewer Certificate Number	Owner	Customer	PO Number	Work Order	Media Label	Project	Date	Time	Sheet Number
Chris Jones	U-1213-07006199							RD0017 10	DMP	20170801	14:30	N/A

14	15	16	17	18	19	20	21	22	23	24	25	26
Weather	Pre- Cleaning	Date Cleaned	Flow Control	Purpose	Direction	Inspection Technology Used	Inspection Status	Consequences Failure	Pressure Value	Drainage Area	Pipe Segment Reference	Street (Name & Number)
1	L	20170727	P	G	D	CC	CI			San Joaquin River RB	10	2 1.229

27	28	29	30	31	32	33	34	35	36	37	38	39
City	Location Code	Location Details	Pipe Use	Height (Diameter)	Width	Shape	Material	Lining Method	Coating Method	Pipe Joint Length	Total Length	Length Surveyed
RD 00017	N	San Joaquin	LG	24	N/A	C	CMP				105.6	105.6

40	41	42	43	44	45	46	47	48	49	50	51
Year Constructed	Year Renewed	Upstream MH	Upstream Rim to Invert	Upstream Rim to Grade	Upstream Grade to Invert	Upstream MH Northing	Upstream MH Easting	Upstream MH Elevation	Downstream MH	Downstream Rim to Invert	Downstream Rim to Grade
		10 LS				37.900242	-121.325498		10 WS		

52	53	54	55	56	57	58	60
Downstream Grade to Invert	Downstream MH Northing	Downstream MH Easting	Downstream MH Elevation	Coordinate System	Vertical Datum	GPS Accuracy	Additional Info
	37.900239	-121.325485		WGS 1984		L	

Pipeline Details Summary Template

Owner (LMA Shortname)	Pipe Segment Number	Contractor	Surveyed by	Date	Upstream End of Pipe Number (Land Side)	Downstream End of Pipe		Direction	Pipe Diameter (inches)	Pipe Material Code
						Number (River Side)	Side)			
RD 00017	10	XYZ Pipe Inspections	Chris Jones	20170801	10 LS	10 WS	10 WS	Downstream	21	CMP
RD 00017	10	XYZ Pipe Inspections	Chris Jones	20170801	10 LS	10 WS	10 WS	Downstream	21	CMP
RD 00017	10	XYZ Pipe Inspections	Chris Jones	20170801	10 LS	10 WS	10 WS	Downstream	21	CMP
RD 00017	10	XYZ Pipe Inspections	Chris Jones	20170801	10 LS	10 WS	10 WS	Downstream	21	CMP
RD 00017	10	XYZ Pipe Inspections	Chris Jones	20170801	10 LS	10 WS	10 WS	Downstream	21	CMP
RD 00017	10	XYZ Pipe Inspections	Chris Jones	20170801	10 LS	10 WS	10 WS	Downstream	21	CMP

Distance (Footage)	Video Ref	PACP Code	Description	Continous Defect	Value 1st Dimension	Value 2nd Dimension	Percent	Joint	Circumferential Location At/From
0.0		AEP	End of Pipe						
0.0		MWL	Water Level				5		6
47.9		SCP	Chemical Attack	SO1					6
54.2		SMW	Missing Wall					J	5
60.1		SCP	Chemical Attack	F01					6
75.0		AEP	End of Pipe						

Circumferential Location To	Image Reference	Remarks
		10 LS
7		
3		
		10 WS

MH Header Section Template

1	2	3	4	5	6	7	8	9	10	11
<b>Surveyed By</b>	<b>Certificate Number</b>	<b>Reviewed By</b>	<b>Reviewer Certificate Number</b>	<b>Owner</b>	<b>Contractor</b>	<b>PO Number</b>	<b>Work Order</b>	<b>Media Label</b>	<b>Project</b>	<b>Date</b>
Chris Jones	U-1213-07006199			RD 00017	XYZ Pipe Inspections				DMP	20170801

12	13	14	15	16	17	18	19	20	21	22
<b>Time</b>	<b>Sheet Number</b>	<b>Weather</b>	<b>Pre-Cleaning</b>	<b>Date Cleaned</b>	<b>Purpose</b>	<b>Inspection Level</b>	<b>Inspection Status</b>	<b>Consequences Failure</b>	<b>Drainage Area</b>	<b>Manhole Number</b>
14:30	1	1	L	20170727	G	2	CI		San Joaquin River RB	10MHWS

23	24	25	26	27	28	29	30	31	32
<b>Unit &amp; Current Levee Mile (CLM)</b>	<b>Agency</b>	<b>Location Code</b>	<b>Surface Type</b>	<b>Inflow Potential for Runoff</b>	<b>Location Details</b>	<b>MH Use</b>	<b>Access Type</b>	<b>Year Constructed</b>	<b>Year Renewed</b>
2 1.229	RD 00017	N	Gravel			LG	AMH		

33	34	35	36	37	38	39	40	41	42	43
<b>Evidence Surcharge</b>	<b>Rim to Invert</b>	<b>Rim to Grade</b>	<b>Grade to Invert</b>	<b>Rim to Grade Exposed</b>	<b>Northing</b>	<b>Easting</b>	<b>Elevation</b>	<b>Coordinate System</b>	<b>Vertical Datum</b>	<b>GPS Accuracy</b>
N					37.900238	-121.325495		WGS 1984		

44	45	46	47	48	49	50	51	52	53	54
Additional Info	Cover Type	Cover Shape	Cover Size	Center Cover Size	Cover Size Width	Cover Material	Hole Diameter	Hole Number	Cover Bearing Surface Dia	Cover Bearing Surface Width
		C	24			CAS	B	1	23	

55	56	57	58	59	60	61	62	63	64	65
Cover/ Frame Fit	Cover Condition	Cover Insert Type	Insert Condition	Adjustment Ring Type	Adjustment Ring Material	Ring Condition	Adjustment Ring Height	Frame Material	Frame Bearing Surface Width	Frame Bearing Surface Depth
		N		N				CAS	1	1.5

66	67	68	69	70	71	72	73	74	75	76
Frame Clear Open Diam	Frame Clear Open Width	Frame Condition	Seal Condition	Frame Offset Distance	Frame Seal Inflow	Frame Depth	Chimney Present	Chimney Material1	Chimney Material2	Chimney I/I
22				0	N			CR		N

77	78	79	80	81	82	83	84	85	86	87
Chimney Clear Opening	Chimney Depth	Chimney Lining Interior	Chimney Lining Exterior	Chimney Condition	Cone Type	Cone Material	Cone Depth	Cone Lining Interior	Cone Lining Exterior	Cone Condition
23	1.5	N			CO	CR	4.5	N		

MH Header Section Template

88	89	90	91	92	93	94	95	96	97
Wall Diam	Wall By Size	Wall Material	Wall Depth	Wall Lining Interior	Wall Lining Exterior	Wall Condition	Bench Present	Bench Material	Bench Lining
48		CR	9.5	N			P	CN	N

98	99	100	101	102	103	104	105	106
Bench Condition	Channel Installed	Channel Material	Channel Type	Channel Exposure	Channel Condition	Step Number	Step Material	Additional Component Info
	Y	CN	P	F	S	8	M	

MH Pipe Connections Template

Owner (LMA Shortname)	Manhole ID Number	Contractor	Surveyed by (Operator)	Date	Start Time	Pipe Number	Clock Position	Rim To Invert	Direction	Material	Shape
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	14:30	1	6	12.6	Out	CMP	Circular
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	14:30	2	12	12.5	In	CMP	Circular
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	14:30	3	3	10.7	In	VCP	Circular

Diam (Height)	Width	Pipe Condition	Seal Condition	PipeType Special Condition	Structure ID	Comments
30		Sound	Sound		10MHWS	
30		Sound	Sound		10MHWS	
6		Sound	Sound		10MHWS	

MH Details Summary Template

Owner (LMA Shortname)	Manhole ID Number	Contractor	Surveyed by (Operator)	Date	Depth (Feet)	Component ID	MACP Code	Continous Defect	Value 1st Dimension	Value 2nd Dimension	Percent Joint
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	2.3	CMI	MML	S01			
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	2.7	CMI	MB				
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	4	CMI	IR				
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	4.2	CMI	MML	F01			
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	4.5	COI	HSV				
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	4.5	COI	IR				
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	4.7	COI	IR				
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	4.9	COI	SAV				
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	5.2	WI	MMC				
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	5.5	WI	IW				J
RD 00017	10MHWS	XYZ Pipe Inspections	Chris Jones	20170801	5.8	WI	IW				

Step	Circumferential		Remarks	Image Reference	Video Ref
	Location At/From	Location To			
Y	9	12			
	9				
	5				
	9	6			
	3				
	1	3	Concrete		
	12	12			
	9		Lift Hole		

## Exhibit B STANDARD CONDITIONS

B-1 GOVERNING LAW: This Project Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

B-2 TIMELINESS: Time is of the essence in this Project Agreement.

B-3 AMENDMENT: This Project 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 Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

B-4 SUCCESSORS AND ASSIGNS: This Project Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Project Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

B-5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Project Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Project Agreement, and State may elect to pursue any remedies provided in Paragraph 20 of the Project Agreement or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Funding Recipient shall be subject to the examination and audit of State for a period of three years after final payment under this Project Agreement with respect of all matters connected with this Project Agreement, including but not limited to, the cost of administering this Project Agreement. All records of Funding Recipient or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion.

B-6 ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) Separate Accounting of Funding Disbursements and Interest Records: Funding Recipient shall account for the money disbursed pursuant to this Project Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Funding Recipient 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 Project Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- c) Remittance of Unexpended Funds: Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Project 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 Funding Recipient of funds or, within thirty (30) days of the expiration of the Project Agreement, whichever comes first.

B-7 COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Project Agreement.



B-8 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Funding Recipient 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 Project Agreement. Funding Recipient 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.

B-9 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 Project Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Project Agreement with State. State shall also have the right to inspect the Project under the terms set forth in the OMRR&R Agreement included as Exhibit D to this Project Agreement.

B-10 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 Project 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 Project Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Project Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests, as provided in Paragraph 20 of the Project Agreement.

B-11 ACKNOWLEDGEMENT OF CREDIT: Funding Recipient 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 Project Agreement. During construction of the Project, Funding Recipient shall install a sign at a prominent location which shall include a statement that the Project is financed under the California Disaster Preparedness and Flood Prevention Bond Act of 2006, Deferred Maintenance Project, administered by State of California, Department of Water Resources. Funding Recipient 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.

B-12 TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Project Agreement. Travel and per diem shall be reimbursed consistent with the rates current at the time of travel. These rates are published at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm> or its successor website. For the purpose of computing such expenses, Funding Recipient's designated headquarters shall be: **165 Commerce Cir, Sacramento, CA 95815**. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

B-13 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: Funding Recipient 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 Funding Recipient's service of water, without prior permission of State. Funding Recipient 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 Funding Recipient meet its obligations under this Project 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.

B-14 STATE TO BE HELD HARMLESS: : Funding Recipient 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 the planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

B-15 NO THIRD PARTY RIGHTS: The parties to this Project Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Project Agreement, or of any duty, covenant, obligation or undertaking established herein.

B-16 OPINIONS AND DETERMINATIONS: Where the terms of this Project 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.

B-17 REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Project 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.

B-18 SEVERABILITY: Should any portion of this Project Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Project Agreement shall continue as modified.

B-19 WAIVER OF RIGHTS: None of the provisions of this Project 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 Project Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Project 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.

B-20 TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 20 of the Project Agreement, the State may terminate this Project Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Project Agreement at the time and in the manner herein provided including but not limited to reason of default under Paragraph 20 of the Project Agreement.

B-21 INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Project Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

B-22 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 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 Funding Recipient: Employees of the Funding Recipient 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, California Government Code § 87100 *et seq.*
- d) Employees of and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient 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.

**B-23 WORKERS' COMPENSATION:** Funding Recipient 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 Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Project Agreement and will make its contractors and subcontractors aware of this provision.

**B-24 AMERICANS WITH DISABILITIES ACT:** By signing this Project Agreement, Funding Recipient 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.

**B-25 NONDISCRIMINATION CLAUSE:** During the performance of this Project Agreement, Funding Recipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Funding Recipient and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Funding Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Project Agreement.

#### B-26 DRUG-FREE WORKPLACE CERTIFICATION

**Certification of Compliance:** By signing this Project Agreement, Funding Recipient, 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)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  1. The dangers of drug abuse in the workplace,
  2. Funding Recipient'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(a)(3), that every employee, contractor, and/or subcontractor who works under this Project Agreement:

1. Will receive a copy of Funding Recipient's drug-free policy statement, and
2. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

Suspension of Payments: This Project Agreement may be subject to suspension of payments or termination, or both, and Funding Recipient may be subject to debarment if the State determines that:

- a) Funding Recipient, its contractors, or subcontractors have made a false certification, or
- b) Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted above.

B-27 UNION ORGANIZING: Funding Recipient, by signing this Project Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Project Agreement. Furthermore, Funding Recipient, by signing this Project Agreement, hereby certifies that:

- a) No State funds disbursed by this Project Agreement will be used to assist, promote, or deter union organizing.
- b) Funding Recipient shall account for State funds disbursed for a specific expenditure by this Project Agreement to show those funds were allocated to that expenditure.
- c) Funding Recipient 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 Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.

B-28 BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Project Agreement does not appropriate sufficient funds for the Deferred Maintenance Project, this Project 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 Project Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Project Agreement and Funding Recipient shall not be obligated to perform any provisions of this Project Agreement. Nothing in this Project Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Project Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Project Agreement with no liability occurring to State, or offer a Project Agreement amendment to Funding Recipient to reflect the reduced amount.

B-29 COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Project Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B-30 DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide, during work on the Deferred Maintenance Project and throughout the term of this Project Agreement, such reports, data, information, and certifications as may be reasonably required by State.

B-31 RIGHTS IN DATA: Funding Recipient 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 Project 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, Cal. Gov't Code §§ 6250 *et seq.* Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient 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.

**B-32 DISPOSITION OF EQUIPMENT:** Funding Recipient shall provide to State, not less than 30 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 \$500 per item. Within 60 days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.

**B-33 CHILD SUPPORT COMPLIANCE ACT:** For any Project Agreement in excess of \$100,000, the Funding Recipient acknowledges in accordance with Public Contract Code 7110, that:

- a) The Funding Recipient 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Funding Recipient, 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.

**B-34 PRIORITY HIRING CONSIDERATIONS:** If this Project Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Project Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**B-35 DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Funding Recipient certifies by signing this Project Agreement, under penalty of perjury under the laws of State of California, that Funding Recipient is in compliance with Public Contract Code section 10295.3.

**B-36 FUNDING RECIPIENT NAME CHANGE:** Approval of the State's Program Manager is required to change the Funding Recipient's name as listed on this Project Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**B-37 AIR OR WATER POLLUTION VIOLATION:** Under State laws, the Funding Recipient shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## Exhibit C QUARTERLY WORK PLAN AND REPORT FORMATS

This Exhibit details the requirements for Quarterly Work Plans and Quarterly Progress Reports.

### QUARTERLY WORK PLANS

Quarterly Work Plans shall generally use the following format and reflect work to be completed over the following quarter. This format may be modified as necessary to effectively communicate information on the various projects contained in the Deferred Maintenance Project.

The report should reflect the work plan for completing work over the three months of the next calendar quarter.

### QUARTERLY WORK PLAN

Describe the work to be performed during the time period covered by the Quarterly Work Plan including:

#### PROJECT INFORMATION

- Engineering and construction matters;
- Environmental matters;
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies;
- Major accomplishments planned for the quarter (i.e. tasks to be completed, milestones to be met, meetings to be held or attended, etc.);
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter;
- Describe differences between the work to be performed and the work outlined in the Overall Work Plan, including anticipated change orders;
- Any litigation, proceedings or claims relating to the Project.

#### COST INFORMATION

- Listing showing projected costs that are anticipated during the time period covered by the Quarterly Work Plan by the Funding Recipient and each contractor working on the project, broken down to show individual items and tasks.
- A discussion of how the projected costs compare to the project budget included in the Overall Work Plan;
- A list of any changes planned to the budget in accordance with Project Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan;
- The amount of advance funds sought from the State pursuant to Paragraph 14(b) of the Project Agreement;
- The amount of funds the Funding Recipient intends to expend to meet its funding obligations under the Project Agreement.

For projects that include eligible Real Estate Capital Outlay Costs and Real Estate Support Costs, such costs will be listed separately from other Eligible Project Costs in the discussion of Project costs. If the Project has multiple Project Elements or Project Features, the Quarterly Work Plan should clearly indicate which costs will be incurred for each Project Element or Project Feature.

#### SCHEDULE INFORMATION

- A schedule of activities during the time period covered by the Quarterly Work Plan;

- A discussion on how the projected schedule compares to the original or last reported schedule; and
- A list of any changes anticipated during the time period covered by the Quarterly Work Plan as compared to the latest reported schedule.

#### QUARTERLY PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects contained in the Deferred Maintenance Project.

The report should reflect the status of all of the projects identified in the Project Agreement. A brief summary of program status should also be provided.

#### PROJECT STATUS

For each project, describe the work performed during the time period covered by the report including:

##### PROJECT INFORMATION

- Legal matters;
- Engineering and construction matters;
- Environmental matters;
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies;
- 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;
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders;
- .

##### COST INFORMATION

- Listing showing costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the project and which of these costs are Eligible Project Costs;
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan as well as the Quarterly Work Plans;
- A list of any changes approved to the budget in accordance with Project Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan;
- A discussion of whether there have been any changes to the Funding Recipient's Finance Plan for payment of the Funding Recipient's share of Eligible Project Costs;
- Identify total interest earned on State funds paid as a result of this Project Agreement; and
- Identify the gross payments received from leasing property acquired as a result of the projects funded by this Project Agreement and identify the State share of such amount.

For projects that include eligible Real Estate Capital Outlay Costs and Real Estate Support Costs, such costs will be listed separately from other Eligible Project Costs in the discussion of Project costs.

##### SCHEDULE INFORMATION

- A schedule showing actual progress verses planned progress;
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule; and
- A list of any changes approved to the Schedule in accordance with Project Agreement and a revised schedule, by task, if changed from latest reported schedule.

Exhibit D  
OPERATION AND MAINTENANCE AGREEMENT  
  
BETWEEN  
The Central Valley Flood Protection Board  
AND  
**American River Flood Control District**  
FOR  
**DMP-2017- ARFCD -01**

This Operation and Maintenance Agreement ("OMRR&R Agreement") is entered into by and between the State of California ("State"), acting by and through the Central Valley Flood Protection Board, or any successor thereto, ("Board") and the **American River Flood Control District** ("Funding Recipient") on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RECITALS

WHEREAS: The **DMP-2017- ARFCD- 01** ("Project") is a project funded in part by the Deferred Maintenance Project and is a **repair** of a part of the State-Federal Flood Control System known as the Sacramento River Flood Control Project which was authorized by Congress on March 1, 1917, and amended on May 15, 1928, August 26, 1937, August 18, 1941, August 17, 1954, and July 14, 1960.

WHEREAS: The Legislature of the State of California approved Control Section 6.10 of the Budget Act of 2016 making available funds for pipe repairs [feel free to insert a more apt description of the DMP];

- The State, acting by and through the Department of Water Resources, has solicited applications for funding for the Deferred Maintenance Project ("DMP").
- The Funding Recipient has signed a Project Agreement dated \_\_\_\_\_ 20\_\_ . This Project Agreement is between the State of California Department of Water Resources and **American River Flood Control District** for **DMP-2017- ARFCD- 01** ("Project Agreement").
- The Project Agreement provides that the Funding Recipient will be responsible for construction, operation, maintenance, repair, replacement, and rehabilitation (OMRR&R) OMRR&R of the Project(s) (as defined therein).
- The Department has agreed to enter into the Project Agreement on the condition that the Funding Recipient enters into this OMRR&R Agreement under which the Board will oversee OMRR&R for the Project, as defined herein, for the State, as part of the State Plan of Flood Control.

WHEREAS, Funding Recipient acknowledges its obligation under California Water Code Section 12642, which states that in all cases where the Federal Government does not maintain and operate projects, it is the responsibility and duty of the county, city, state agency, or public district affected to maintain and operate flood control and other works, after completion, and hold and save the State and the United States free from damages.

WHEREAS, Pursuant to this agreement Funding Recipient provides the Board with the assurances that it will be responsible for OMRR&R of the Project upon its completion; and will, as described below, hold and save the federal government, State, their representatives, officers, directors, employees, including their



attorneys and other persons, as well as their successors and assigns, free and harmless from any and all claims and damages arising from construction or OMRR&R of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED:

For purposes of this OMRR&R Agreement, the terms below are defined as indicated:

**"Board"** means the State of California Central Valley Flood Protection Board or any successor thereto.

**"Department"** means the State of California Department of Water Resources.

**"Functional portion of the Project"** means a completed portion of the Project to be constructed under the Overall Work Plan as determined by the Board to be suitable to operate and maintain in advance of completion of construction of the entire Project.

**"Funding Recipient"** means **American River Flood Control District**, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, which is the signatory to the Project Agreement and this OMRR&R Agreement.

**"Interim Standard Operation and Maintenance Manual"** means the interim operation and maintenance manual to be produced by Funding Recipient if required by the Project Agreement.

**"OMRR&R"** means operation, maintenance, repair, replacement, and rehabilitation of the Project.

**"OMRR&R Agreement"** means this agreement between the Board and the **American River Flood Control District** for OMRR&R of the Project.

**"Overall Work Plan"** means the plan described in the Project Agreement in Paragraph 22(a) and Exhibit A-1.

**"Post Construction Performance Reports"** means the report(s) required by Project Agreement in Paragraph 23(e) and further described in Project Agreement Exhibit C.

**"Project"** means the Funded Project as described in the Overall Work Plan attached to the certain Project Agreement, together with any functional portion of the Project

**"Project Agreement"** means that certain agreement between the Department and the **American River Flood Control District** for **DMP-2017- ARFCD- 01** dated \_\_\_\_\_20\_\_\_\_\_.

**"Project Completion Report"** means the report required by Project Agreement Paragraph 22(d) and further described in Project Agreement Exhibit G.

**"Project Site"** means the location of the Project.

**"State"** means the State of California, acting by and through the Board.

**"State Plan of Flood Control"** means the state and federal flood control works, lands, programs, plans, conditions, and mode of maintenance and operations described in Cal. Pub. Res. Code § 5096.805(j).

## **SECTION I: Obligations of the Funding Recipient**

A. General Obligations. The Funding Recipient agrees to the following:

1. The Funding Recipient hereby accepts responsibility for the Project.
2. To perform OMRR&R for the Project, including all mitigation features of the Project, without limitation, in accordance with the Project design specifications, environmental permits,

environmental impact reports, regulations, and directions prescribed by the State, all without any cost to the State. The duties of the Funding Recipient to perform OMRR&R for all Project features shall be performed in a manner that does not diminish the flood protection afforded by or jeopardize the structural integrity of the Project and the flood control system of which the Project is part.

3. To hold and save the federal government and the State, their representatives, officers, directors, employees, including their attorneys and other persons, as well as their successors and assigns free and harmless from any and all claims or damages arising out of or in connection with the obligations herein assumed by the Funding Recipient, including any responsibility for claims or damages arising out of work performed by the State on the Project for which the State may be held liable and any claims based upon inverse condemnation.
4. If the Funding Recipient has failed or refused to perform the obligations set forth in this OMRR&R Agreement or the requirements of the manuals mentioned above, the State may take appropriate actions including proceedings to establish a maintenance area under Water Code Section 12878 *et seq.*

If the Funding Recipient has failed or refused to perform the obligations set forth in this OMRR&R Agreement or the requirements of the manuals mentioned above, and for any reason the State is not able to take appropriate actions under these provisions of law, then the State may do any or all of the following: If the failure or refusal constitutes, in the sole discretion of the State, a threat to the continued ability of the Project to perform in a manner necessary to provide its designed level of flood protection, then the State may itself perform the necessary work or do so by contract. The State may in its sole discretion develop a work plan and present it to the Funding Recipient with instructions that if the Funding Recipient does not agree to carry out the work plan within the time specified in the work plan, the State will perform the reasonable and necessary work or do so by contract. The Funding Recipient will reimburse the State for the costs of performing such work in accordance with the procedures set forth in this OMRR&R Agreement. No completion, operation, maintenance, repair, replacement, and rehabilitation by the State shall operate to relieve the Funding Recipient of responsibility to meet the Funding Recipient's obligations as set forth in this OMRR&R Agreement, or to preclude the State from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this OMRR&R Agreement.

5. The Funding Recipient hereby gives the State the right to enter, at reasonable times and in a reasonable manner, upon the land which it owns or controls for access to the Project Site for the purpose of: (i) conducting subsequent inspections to verify that the Funding Recipient is complying with its obligations under this OMRR&R Agreement; and (ii) to perform any work required under other Sections of this Agreement on any part of the Project located at or accessible by the Project Site in conjunction with any present or future flood control plan if in the reasonable judgment of the State the Funding Recipient fails to comply with its obligations under this OMRR&R Agreement. In the event the State assumes title to any of the land to which the Funding Recipient needs access to fulfill the obligations set forth in the paragraph, the State grants an irrevocable license to the Funding Recipient to enter the land to fulfill its obligations under this OMRR&R Agreement.

B. Specific Obligations Arising as a Result of the Project

1. If the Project Agreement requires the Funding Recipient to develop an Interim Standard Operation and Maintenance Manual, Funding Recipient shall:
  - (a) develop an Interim Standard Operation and Maintenance Manual as so required; and

- (b) be responsible for OMRR&R of the Project or functional portion thereof as further explained in: (1) the Interim Standard Operation and Maintenance Manual for the Project and any applicable Supplement to the Interim Standard Operation and Maintenance Manual for the Project and (2) shall annually update the Interim Operation and Maintenance Manual for the Project prepared pursuant to the Project Agreement. The Funding Recipient acknowledges that changes to the Interim Standard Operation and Maintenance Manual may be made by the State and the USACE before the document becomes final and that the Funding Recipient shall be responsible for Operations, Maintenance, Repair, Replacement and Rehabilitation in accordance with any revised version of the Operation and Maintenance Manual for the Project or any Supplement to the Operation and Maintenance Manual.
2. If the Project Agreement requires the Funding Recipient to develop a Safety Plan, Funding Recipient shall:
- (a) develop a Safety Plan as so required;
  - (b) annually update the safety plan for the Project prepared pursuant to the Project Agreement; and
  - (c) use best efforts to ensure that the updated safety plan is integrated into any other local agency emergency plan and is coordinated with the state emergency plan.
3. The Funding Recipient shall provide reports to the Board as follows: (1) The Funding Recipient shall provide copies to the Board of the Project Completion Report and Post Construction Performance Reports prepared pursuant to the Project Agreement; and (2) If requested to do so by the Board, the Funding Recipient shall provide copies to the Board of the operation and maintenance reports required pursuant to California Water Code § 9140(a) that pertain to the Project. The Board may modify these reporting requirements as needed to ensure that it has adequate information with which to perform its responsibilities under this OMRR&R Agreement.

## SECTION II: Hazardous Substances

The Funding Recipient acknowledges State may incur obligations with respect to hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601-9675; California Hazardous Substances Account Act, California Health & Safety Code §§ 25310 *et seq.* or other statutes or regulations (collectively referred to as "state and federal Hazardous Substances Laws") on lands necessary for Project construction and OMRR&R to the extent the Funding Recipient fails to comply with its obligations under this OMRR&R Agreement. The Funding Recipient agrees:

- A. That in the event that the Funding Recipient discovers through an environmental investigation or other means that any lands, easements, or rights of way that have been acquired or provided for the Project contain hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws, the Funding Recipient shall promptly notify the State of that discovery.
- B. That in the event hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws have been found, the Funding Recipient shall initiate and complete any and all necessary response and cleanup activity required under CERCLA and/or other state and federal Hazardous Substances Laws, which shall include any studies and investigations necessary to determine the appropriate response to the contamination. Payment for the costs of such necessary response and cleanup activity as required under CERCLA and/or other state and federal Hazardous Substances Laws shall be made by the Funding Recipient. In the event that the Funding Recipient fails to provide the funds necessary for response and cleanup activity required under CERCLA and/or other state and federal Hazardous Substances Laws or to otherwise discharge the Funding Recipient's responsibilities under this Paragraph B, then the State may perform the necessary response and cleanup activity, and the Funding Recipient shall reimburse the State in accordance with the procedures set out in this

OMRR&R Agreement. If the State performs the necessary response and cleanup activity required under CERCLA and/or other state and federal Hazardous Substances Laws, the State shall consult with the Funding Recipient concerning the selection of the person(s) to perform the work, the amount of money to be spent on the work, the scope of the work, and any other aspect of response and cleanup activity.

- C. That the Funding Recipient shall consult and cooperate with the State in order to ensure that responsible persons under CERCLA and/or other state and federal Hazardous Substances Laws ultimately bear all necessary response and cleanup costs as defined in CERCLA and/or other state and federal Hazardous Substances Laws.
- D. That the Funding Recipient shall operate maintain, repair, replace and rehabilitate the Project in a manner that will control and minimize the release or threatened release of hazardous substances regulated under CERCLA and/or other state and federal Hazardous Substances Laws on lands necessary for Project construction, operation, maintenance, repair, replacement, or rehabilitation.
- E. That in the event that the State, their representatives, officers, directors, employees, including their attorneys and other persons, as well as their successors and assigns, are found to be liable under CERCLA and/or other state and federal Hazardous Substances Laws for the release or threatened release of hazardous substances arising out of the operation, maintenance, repair, replacement, or rehabilitation of the Project, then the Funding Recipient shall indemnify and hold the State, their representatives, officers, directors, employees, including their attorneys and other persons, as well as their successors and assigns, harmless from any response or cleanup costs for which the State, their representatives, officers, directors, employees, including their attorneys and other persons, as well as their successors and assigns, may be found to be liable under CERCLA and/or other state and federal Hazardous Substances Laws.
- F. No decision made or action taken pursuant to any provision of Section II of the Project OMRR&R Agreement shall relieve any responsible person from any liability that may arise under CERCLA and/or other state and federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State or the Funding Recipient of any right to seek from any responsible person as defined by CERCLA and/or other state and federal Hazardous Substances Laws the recovery, contribution of, or indemnification from costs incurred by the State or the Funding Recipient for response or cleanup activity required under CERCLA and/or other state and federal Hazardous Substances Laws, nor shall such decision or action be considered a waiver by the State of any other right or remedy provided by law.

### SECTION III: Authorization for Delegation or Subcontracting

The Funding Recipient may delegate or subcontract its responsibilities under this OMRR&R Agreement. In performing the obligations called for in this OMRR&R Agreement, the Funding Recipient shall notify the State when it delegates a majority of its obligations under this Agreement by retaining, employing, or using any agencies or firms. The Funding Recipient shall continue to be responsible for all work to be performed under the contract, including any delegated work. The State shall have the right to request that any services for this OMRR&R Agreement provided to Funding Recipient by any subcontractor be terminated if its performance is unsatisfactory and, upon receipt of such request, Funding Recipient shall promptly terminate the applicable contract(s).

Payment for services rendered by subcontractors shall be made entirely by the Funding Recipient; the State shall not have any responsibility for making any payments to the subcontractors for any services they may render in connection with this OMRR&R Agreement.

### SECTION IV: Procedures for Reimbursing the State

To the extent Funding Recipient fails to fulfill its obligations under this Agreement, as provided in Section I A. 4., the State may perform such obligations and bill Funding Recipient accordingly. In such circumstances, the

Agreement: **2017-DMP- ARFCD-01**  
**American River Flood Control District**

State shall provide an invoice to the Funding Recipient for the costs of performing the work. Funding Recipient agrees to reimburse the State by promptly paying any such invoices within thirty days.

**SECTION V: Disputes**

Before any party to the OMRR&R Agreement may bring suit in any court concerning an issue relating to this OMRR&R Agreement, that party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to all parties.

**SECTION VI: Obligation of Future Appropriations**

The parties agree that nothing herein shall constitute, or be deemed to constitute, an obligation of future appropriations by the Legislature of the State of California.

**SECTION VII: Term of Agreement; Amendment**

The effective date of this OMRR&R Agreement is the date it is signed by all parties. The OMRR&R Agreement will continue in full force and effect unless terminated or amended upon written consent of all parties.

The parties acknowledge that in order to obtain federal credits or reimbursement for this Project, it may be necessary to amend this OMRR&R Agreement as required by the USACE. The parties agree that they will not unreasonably withhold consent for any amendments necessary to obtain federal credits or reimbursement.

**SECTION VIII: Notices**

All notices, requests, demands, and other communications required or permitted to be given under this OMRR&R Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by first class (postage pre-paid), registered, or certified mail, as follows:

If to **American River Flood Control District:**



**American River Flood Control District**  
**165 Commerce Circle**  
**Sacramento, CA 95815**

If to the Board:

**Ms. Leslie Gallagher**  
**Executive Officer**  
**Central Valley Flood Protection Board**  
**3310 El Camino Ave., Suite 170**  
**Sacramento, CA 95821**

With a copy to:

**Mr. Mark R. List**  
**DMP Program Manager**  
**Department of Water Resources**  
**P. O. Box 219000**  
**Sacramento, CA 95821-9000**

A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

Any notice, request, demand, or other communication made pursuant to this section shall be deemed to have been received by the addressee at such time as it is personally delivered or seven calendar days after it is mailed, as the case may be.

SECTION IX: Standard Conditions

This OMRR&R Agreement incorporates by reference the standard conditions that are included in Attachment D-1 to this OMRR&R Agreement.

SECTION X: Authority

The Funding Recipient has provided a copy of a resolution adopted by its governing body designating a representative to execute this OMRR&R Agreement. This resolution is substantially the same as the draft resolution provided in Attachment D-2 to this OMRR&R Agreement.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have executed this OMRR&R Agreement.

**Central Valley  
Flood Protection Board**

By \_\_\_\_\_

Name Leslie Gallagher

Title Executive Officer

Date \_\_\_\_\_

Approved as to Legal Form  
And Sufficiency

By \_\_\_\_\_

Name Jit Dua

Title General Counsel

Date \_\_\_\_\_

**American River Flood Control District**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form  
And Sufficiency

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Exhibit D-1: STANDARD CONDITIONS

1. GOVERNING LAW: This OMRR&R Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
2. TIMELINESS: Time is of the essence in this OMRR&R Agreement.
3. AMENDMENT: This OMRR&R 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 Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.
4. SUCCESSORS AND ASSIGNS: This OMRR&R Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this OMRR&R Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
5. 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 OMRR&R 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 OMRR&R Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this OMRR&R Agreement, and State may take any other action it deems necessary to protect its interests, after complying with Paragraph V of the OMRR&R Agreement.
6. NO THIRD PARTY RIGHTS: The Parties to this OMRR&R Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this OMRR&R Agreement, or of any duty, covenant, obligation or undertaking established herein.
7. OPINIONS AND DETERMINATIONS: Where the terms of this OMRR&R 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.
8. SUIT ON OMRR&R AGREEMENT: Each of the parties hereto may sue and be sued with respect to this OMRR&R Agreement.
9. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this OMRR&R 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.
10. SEVERABILITY: Should any portion of this OMRR&R Agreement be determined to be void or unenforceable, such shall be severed from the whole and the OMRR&R Agreement shall continue as modified.
11. WAIVER OF RIGHTS: None of the provisions of this OMRR&R 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 OMRR&R Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the OMRR&R 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.
12. TERMINATION FOR CAUSE: The State may terminate this OMRR&R Agreement should Funding Recipient fail to perform the requirements of this OMRR&R Agreement at the time and in the manner herein provided or in the event of a default under Paragraph 20 of the Project Agreement.



13. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the OMRR&R Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

14. 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 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 Funding Recipient: Employees of the Funding Recipient 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, Cal. Gov't Code § 87100 *et seq.*
- d) Employees of and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient 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.

Exhibit D-2: RESOLUTION ACCEPTING STANDARD CONDITIONS

Resolution No. \_\_\_\_\_

*Resolved* by the **Board of Trustees** of the **American River Flood Control District** that pursuant and subject to all of the terms and provisions of the Control Section 6.10 of the Budget Act of 2016, that funds awarded to **American River Flood Control District** by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: **DMP-2017- ARFCD -01** have been accepted, and as a condition of accepting these funds the Funding Recipient committed to signing an additional agreement with the Central Valley Flood Protection Board, or successor thereto, which requires **American River Flood Control District** to assume responsibility for operation, maintenance, repair, replacement, and rehabilitation of **DMP-2017- ARFCD -01**.

Therefore, the **President** of the **American River Flood Control District** is hereby authorized and directed to sign an operation, maintenance, repair, replacement and rehabilitation agreement with the Central Valley Flood Protection Board, or successor thereto.

*Passed and adopted* at a regular meeting of the **Board of Trustees** of the **American River Flood Control District** on \_\_\_\_\_ 2017.



Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Clerk/Secretary \_\_\_\_\_

Exhibit E  
RESOLUTION ACCEPTING FUNDS

Resolution No. \_\_\_\_\_

*Resolved* by the **Board of Trustees** of the **American River Flood Control District** that pursuant and subject to all of the terms and provisions of the Control Section 6.10 of the Budget Act of 2016, that the funds awarded to **American River Flood Control District** by the California Department of Water Resources for a State-Federal Flood Control System Modification Program project titled: **DMP-2017-ARFCD-01** are hereby accepted.

The **General Manager** of the **American River Flood Control District** is hereby authorized and directed to sign a Project Agreement with the California Department of Water Resources and to sign requests for disbursements to be made under this Funding Agreement.

*Passed and adopted* at a regular meeting of the **Board of Trustees** of the **American River Flood Control District** on \_\_\_\_\_ 2017.



Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Clerk/Secretary \_\_\_\_\_

Exhibit F

RESERVED

## Exhibit G

### EARLY PARTIAL RELEASE OF CERTAIN WITHHELD FUNDS

This Exhibit is intended to provide guidance regarding withholding of funds and the procedures Funding Recipients may use to request early partial release of certain withheld funds.

#### A. Funds Eligible for Early Partial Release

Several provisions of the Project Agreement authorize withholding.

- Paragraph 14(b) provides for advance payment of construction-related costs and the amount withheld is 10% of each advance payments. As invoices are received, the amount withheld is reduced to 5% in accordance with Section 17.
- Paragraph 21(b) provides for disbursements for Real Estate Capital Outlay Costs and the amount withheld depends upon what disbursement option is selected by Funding Recipient.
- Paragraph 21(c) provides for disbursements for Relocation Assistance Costs and the amount withheld for advance payments for such expenses is 25%.
- Paragraph 17 is the general withholding provision which provides for withholding of 5% from all payments, other than payments subject to the withholding rules set forth above.

The State will only consider requests for early partial release of funds that are being withheld pursuant to Paragraph 17. Although Real Estate Support Costs are withheld pursuant to Paragraph 17, the State will not grant requests for partial release of funds which are being withheld to cover the State's share of Real Estate Support Costs. The State also will not grant requests for early partial release of funds withheld under Paragraphs 21(b) and 21(c), which provide for withholding for Real Estate Capital Outlay Costs and Relocation Assistance Costs.

#### B. Circumstances under Which the State Will Consider a Request for Early Partial Release of Withheld Funds

1. **Timing:** The Funding Recipient may make a request for partial release of withheld funds for a Project Feature, Project Element, or Project. The State will only consider a request for early partial release for withheld funds if the Funding Recipient has made substantial progress towards completion and expects to complete work on the Project Feature, Project Element, or Project no later than 6 months after the date the request is made.
2. **Substantial Progress Toward Closeout:** The State will only consider a request if for the Project Feature, Project Element, or Project the Funding Recipient: (1) has provided an OMRR&R Manual and Project Construction Completion Report in accordance with Exhibit H, Sections II.A and II.B ; and (2) has made significant progress toward providing the required land acquisition final accounting packages required for completion of the land acquisition closeout process specified in Exhibit H, Section II.C.
3. **Amount Withheld:** The State will only consider a request if at the time the request is made the State is withholding the lesser of \$5 million or 5% of the updated estimates of State's share of Eligible Project Costs prepared in accordance with Section D.3 below.

#### C. Standards for Granting a Request for Early Partial Release of Withheld Funds

The State will grant a request for early partial release if, in the sole judgment of the State either:

1. Granting the request is in the best interests of the State because the withheld funds are needed for further work on the Project, or

2. Granting the request will not adversely affect the State because: (a) the Project has been substantially completed, (b) the amount of the withheld funds is significantly more than an updated estimate of State's share of Eligible Project Costs required to complete the project, and (c) early partial release is not expected to materially affect the willingness of the Funding Recipient to fulfill its remaining obligations under the Project Agreement.

#### **D. Procedures for Making a Request for Early Release of Funds**

The Funding Recipient should accompany a request for early release of withheld funds with a report which:

1. Provides evidence that the Funding Recipient has met the prerequisites for making the request set forth in Section C above;
2. Provides evidence that the Funding Recipient has met the standards for early partial release of funds set forth in Section C above;
3. Provides updated estimates of Eligible Project Costs and the State's share of Eligible Project Costs, in the form of an updated budget for each Project Feature and Project Element and the Project on the whole, and
4. Indicates how much of the withheld funds the Funding Recipient wants released.

#### **E. Action by the Department on Request for Early Release of Withheld Funds**

If the State determines that the Funding Recipient has submitted a complete request and is eligible to make a request for early release of withheld funds, the State shall use best efforts to notify the Funding Recipient of the State's response to the request within ninety days of when the request is deemed complete.

## Exhibit H PROJECT OR ELEMENT/FEATURE CLOSEOUT

### I. GENERAL

Funding Recipient shall follow the proper procedures for Project closeout and /or Project Element or Feature closeout. Project closeout occurs after the last portion of a total Project is complete. Project Element or Feature closeout occurs after a discrete Element or Feature is eligible for closeout within the larger Project. Project Element or Feature closeout is also part of the total Project closeout at the end of the Project.

### II. PROJECT CLOSEOUT

The Project Agreement Paragraphs applying to Project closeout are 14(d), 16, 21(d), 21(e), 23(a) and Exhibit B-8 and Exhibit F. Below is an outline of the Project closeout documents required, and their timelines, in order to closeout the Project or Project Elements or Features.

- A. Interim OMRR&R Manual (120 days prior to completion of the first Project Element. Time extension may be requested and will be considered on an individual basis.)
- B. Project Construction Completion Report - (within 90 calendar days of completion of all construction tasks. Time extension may be requested and will be considered on an individual basis.)
  - 1. Purpose and description of the Project
    - a. Actual work done
    - b. Schedule (actual vs. proposed)
    - c. Final documents
      - (i) Environmental documents (CEQA/NEPA), permits, and agreements
      - (ii) Budget discussion (Project cost summary) – The Final Statement of Costs will contain more detailed information
      - (iii) Project Agreement and Amendments
      - (iv) Final technical report (QA/QC, survey, etc.)
    - d. Reports/studies generated/utilized during the Project (hydrologic etc.)
    - e. As-built/record drawings – (3 sets hardcopy and 1 electronic format - .pdf on cd) in the form specified in the Exhibits Binder or as otherwise directed by the State
    - f. Photo documentation
      - (i) Pre-construction
      - (ii) Construction
      - (iii) Post-construction
    - g. Civil engineer certification of Project

- (i) Certification by a California Registered Civil Engineer that the pre- and post-project Levels of Protection are consistent with the agreed upon scope of work.
    - (ii) Separate sheet contained within the report with certification by a California Registered Civil Engineer that the Project was constructed in accordance with the approved work plan and any approved modifications thereto.
  - h. Division of Engineering ("DOE") inspection report
    - (i) Provide proof of submittal of Project Completion Report to DOE for review and approval.
    - (ii) Provide memo from DOE stating that the Project has been completed to the State's satisfaction.
- 2. Preliminary Statement of Costs
  - a. Complete account of invoices/costs from Funding Recipient. A list of and copies of all invoices showing:
    - (i) The date each invoice was submitted to State;
    - (ii) The amount of the invoice;
    - (iii) The date the check was received; and
    - (iv) The amount of the check. (If a check has not been received for the final invoice, then state this in this section).
  - b. List of all project invoices (final funds disbursement) on CD Including:
    - (i) Labor cost of personnel of agency/major consultant/sub-consultants;
    - (ii) Personnel, hours, rates, type of profession and reason for consultant, i.e. design, CEQA work, etc.
    - (iii) Construction cost information, shown by material, equipment, labor costs, and change orders;
    - (iv) A statement verifying separate accounting of Project disbursements.
    - (v) Breakdown of costs into Project management, design, environmental, construction, construction management, real estate, lease payments, relocation assistance, etc.
  - c. Summary of Project cost including:
    - (i) Accounting of the cost of Project expenditures;
    - (ii) All internal and external costs not previously disclosed; and
    - (iii) A discussion of factors that positively or negatively affected the Project cost and any deviation from the original Project cost estimate.



- d. If the Funding Recipient is requesting a lump sum payment for the State's share of remaining costs associated with the first three years of environmental mitigation and monitoring required by permits or by CEQA or NEPA that are expected to be Eligible Project Costs, a good faith estimate of the remaining costs and substantiation for the estimate.
        - e. Total interest due to State from advances
  - 3. Application for seeking Federal credit  

A copy of the application filed for a determination of eligibility for federal credits or reimbursement and all correspondence with USACE relating to that application and information regarding the status of that application.
  - 4. Assurance Agreement (fully executed)
  - 5. Project Associated Work Report (if required because some segments are constructed with the Project but not funded by the DMP)
- C. Real Estate Project Close Documents
- 1. Land Acquisition Final Accounting Package reviewed and approved
  - 2. Final conveyance documents accepted and recorded
- D. Final Statement of Costs (submitted within 60 days of when real estate project close-out documents are complete.)
- 1. Updated version of Preliminary Statement of Costs provided pursuant to Section II.B.2 above.
  - 2. .

### III. POST CONSTRUCTION PERFORMANCE REPORT

In anticipation of the report required per the OMRR&R Agreement and by AB 156 (9140/9650) each September 30 and ninety days after completion of the submittal of Project Completion Report:

- A. Outline of the reporting format
- B. First Annual Summary of the Operations

## Exhibit I

### STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING GUIDELINES FOR FUNDING RECIPIENTS

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

#### **List of Documents for Audit**

##### Internal 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) Policy, and Implementation 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 Funding 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 Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding 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 Funding 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 Funding Agreement related correspondence.