

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
COUNTY OF ORANGE, PUBLIC WORKS

FOR A LOCAL LEVEE CRITICAL REPAIR GRANT
FOR THE
SAN JUAN CREEK CHANNEL (L01) LEVEE PROTECTION PROJECT, PHASES 4 & 5

A PART OF THE
LOCAL LEVEE ASSISTANCE PROGRAM
UNDER
THE SAFE DRINKING WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL,
RIVER AND COASTAL PROTECTION BOND ACT OF 2006

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STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA,
DEPARTMENT OF WATER RESOURCES
AND
ORANGE COUNTY FLOOD CONTROL DISTRICT

FOR A LOCAL LEVEE CRITICAL REPAIR GRANT
FOR THE SAN JUAN CREEK CHANNEL (L01) LEVEE PROTECTION PROJECT, PHASES 4 & 5

THIS GRANT AGREEMENT is entered into by and between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State" and the Orange County Flood Control District, a public agency in Orange County (OC), State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

ARTICLE 1. PURPOSE OF GRANT

This grant is made by the State to the Grantee to assist in financing the construction of the Project. Grant funds are being provided pursuant to Public Resources Code, section 75032. Grant funds may be used only as provided in this Grant Agreement for Eligible Project Costs as included in the Work Plan.

ARTICLE 2. GRANTEE'S ASSURANCE OF COMPLIANCE

The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for financing.

ARTICLE 3. DEFINITIONS

Whenever the following terms are used in this Grant Agreement, their meaning shall be as follows unless the context clearly requires otherwise:

- a. Grant Agreement. The Grant Agreement including all exhibits appended thereto.
- b. Days. Calendar days unless otherwise expressly indicated.
- c. Years. Calendar years unless otherwise expressly indicated.
- d. Project. The San Juan Creek Channel (L01) Levee Protection Project, Phases 4&5, as set forth in the Work Plan set forth in Exhibit B.
- e. Work Plan. The Work Plan, Budget, and Schedule for the Project as set forth in Exhibit B to this Grant Agreement.

ARTICLE 4. TERM OF GRANT AGREEMENT

This Grant Agreement shall commence on date this Agreement is signed by the State and shall remain in effect until June 30, 2020. Any provision of this Agreement that imposes an obligation beyond

the term of this Agreement or after the termination this Agreement, shall survive beyond the expiration or termination of this Agreement.

ARTICLE 5. FUNDING AMOUNT

The maximum amount payable by the State under this Agreement shall not exceed \$5,000,000. The Grantee agrees to fund any additional costs necessary to complete the Project. Such additional costs are the sole responsibility of the Grantee and are estimated to be \$17,896,035. Such additional costs shall be met by the Grantee using non-State sources.

ARTICLE 6. ELIGIBLE PROJECT COSTS

Costs eligible for reimbursement under this Grant Agreement include the actual cost of design or construction of the Project in accordance with the approved Work Plan. All Eligible Project Costs will be paid as reimbursement for performing all or part of a task or item in the Project Budget.

Indirect costs are ineligible for reimbursement under this Grant Agreement. The grant funds for this Agreement are the proceeds from the sale of general obligation bonds. As such, grant funds may not be used for any indirect costs. For purposes of this Agreement, "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration by the Grantee; non-project-specific accounting and personnel services performed within the Grantee organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. Any Statement of Costs submitted including Indirect Costs will cause that Statement of Costs, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed with grant funds pursuant to this Agreement. (Gov. Code, § 16727.)

ARTICLE 7. REQUIREMENTS FOR DISBURSEMENT – CONDITIONS PRECEDENT

The Grantee shall meet all applicable conditions precedent to the disbursement of money under this Agreement. Failure by the Grantee to comply with this requirement may, at the option of the State, result in termination of the Grant Agreement under Article A-37. The State shall have no obligation to disburse money under this Agreement unless and until the Grantee has satisfied the State that the disbursement is in accordance with all applicable legal requirements, and the following conditions:

- a. Compliance with Applicable Laws. The Grantee shall be responsible for observing and complying with any applicable federal, state and local laws, rules, and regulations affecting the Project and any performance of the Grantee in completing the Project.
- b. Approvals, Permits, and Licenses. The Grantee shall be responsible for obtaining any and all permits, licenses, easements, rights-of-way and other approvals or property rights required for performing any work under this Agreement. Any property right obtained must allow access for the construction, and continued operation, and maintenance of the Project. Any real property acquired pursuant to this Agreement shall comport with the provisions of Article A-16.
- c. Progress Reports. The Grantee has submitted all periodic progress reports due at the time of the disbursement request in accordance with Article 13.
- d. Project Design. The Grantee has submitted the Project's final design and received the State's approval of the design.
- e. California Environmental Quality Act (CEQA). Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless

approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Article 12.

ARTICLE 8. STATEMENTS OF COSTS

- a. The Grantee shall provide a statement of the incurred Eligible Project Costs for work performed during the period identified in the particular statement. The Statement of Costs shall include:
 - i. The date of the invoice, the time period covered by the invoice, and the total amount due;
 - ii. Itemized costs based on the categories specified in the Project Budget. The amount claimed for salaries/wages/consultant fees must be based on a calculation formula (i.e., hours or days worked multiplied by the hourly or daily rate = the total amount claimed);
 - iii. Delineation between costs claimed for reimbursement from the State's funding amount and the Grantee's costs;
 - iv. Original signature and date (in ink) of the Grantee's authorized representative or Project Manager.
- b. The State will review each Progress Report and each Statement of Costs to determine whether claimed costs are Eligible Project Costs and whether the Grantee has provided adequate information to verify that claimed expenses were incurred.
- c. The State may reject a Statement of Costs if: (1) it is submitted without signature; (2) it contains non-Eligible Project Costs; or, (3) it is submitted under signature of a person other than the Grantee's Project Manager or the Grantee's authorized representative.
- d. A Statement of Costs containing a mathematical error will be corrected by the State's Project Manager, after a telephone call or email to the Grantee; and will thereafter be treated as if submitted in the corrected amount. The State will provide the Grantee with notification of the corrected Statement of Costs.
- e. The State will notify the Grantee in writing, whenever, upon review of a Statement of Costs, the 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 Agreement; (2) do not constitute Eligible Project Costs approved by the State for funding under the terms of this Agreement; or (3) are not supported by invoices or receipts acceptable to the State. The Grantee may, within thirty (30) days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to timely submit adequate documentation curing the deficiency(ies), the State will adjust the pending Statement of Costs by the amount of the ineligible and/or unapproved cost(s). The Grantee 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. Disputes concerning whether costs are Eligible Projects Costs and have been adequately documented will be resolved in accordance with the dispute resolution process set forth in Article 12.
- f. All Statements of Costs shall be accompanied by a statement signed by the Grantee's Project Manager or authorized representative that the statement is correct to the best of his or her knowledge and belief after an investigation that is reasonable under the circumstances and is submitted under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such. Any Eligible Costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other Eligible Cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery,

embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Article A-6 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 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 this Agreement or to ensure compliance with the Governor's Executive Order on accountability for bond funds, Executive Order S-02-07, or other legal requirements.
- h. After the Project has been completed or terminated, the Grantee shall furnish to the State, within ninety (90) days, a final statement of incurred Eligible Project Costs and disposition of funds disbursed. Periodic cost statements and the final statement of costs shall clearly delineate those costs claimed for reimbursement from the State and those costs that represent the Grantee's costs.

ARTICLE 9. DISBURSEMENTS

Payment will be made quarterly, in arrears, following the review by the State of each statement of costs and relevant progress reports. The State will disburse to the Grantee the amount approved, subject to the availability of funds. Notwithstanding any other provision of this 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. All money disbursed pursuant to this Agreement shall be used solely to pay Eligible Project Costs and deposited, administered, and accounted for pursuant to the provisions of applicable law.

ARTICLE 10. RETENTION

The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project or a specified item or task of the Project is completed. A task or item will be considered completed when all work associated in the Work Plan with the task or item has been completed and all required products for that task or item have been received and approved by State. No release of retained funds will be made for a partially completed task or item. When funds withheld for a task or item have been reimbursed to the Grantee, no further costs for that task or item will be eligible for reimbursement, and no further payment will be made for that task or item.

ARTICLE 11. WITHHOLDING OF GRANT DISBURSEMENTS BY STATE

If the State determines the Work Plan is not being implemented in accordance with the provisions of this Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the grant funds and take any other action that it deems necessary to protect the State's interests. The State may require the Grantee to immediately repay all or any portion of the disbursed funding amount with interest, consistent with its determination. The State may consider the Grantee's refusal to repay the requested funding amount a contract breach subject to the default provisions in Article 12. If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Grantee and shall no longer be binding on either party.

ARTICLE 12. DEFAULT PROVISIONS AND DISPUTE RESOLUTION

The Grantee will be in default under this Agreement if any of the following occur:

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

Should an event of default occur the State shall provide a notice of default to the Grantee. If the Grantee fails to cure the default within a reasonable period of time (not less than 45 days) prescribed by the State, the State may do any or all of the following:

- a. Require repayment of any grant funds disbursed, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default;
- b. Terminate any obligation to make future payments to the Grantee;
- c. Terminate this Agreement; and,
- d. Take any other action that it deems necessary to protect its interests.

Any claim the Grantee may have regarding the performance of this Agreement including, but not limited to claims for an extension of time, shall be submitted to the State's Project Manager within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Agreement to implement the terms of any such resolution.

Before either party to this Agreement may bring suit in any court concerning an issue relating to this 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 provided in this Agreement, the existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. In the event of litigation between the parties arising from this Agreement, it is agreed that each party shall bear its own filing costs and attorney fees.

ARTICLE 13. SUBMISSION OF REPORTS

- a. Periodic Progress Reports. The Grantee shall submit a progress report on the status of the Project to the State in substantiation of and concurrent with each cost statement required in Article 8, commencing at submittal of the first cost statement. Records of expenditures shall accompany the report or the corresponding statement of cost. The time periods covered by the progress reports shall be quarterly, exclusive and continuous. The progress report shall provide:
 - i. A complete description of the work performed during the time period including, legal, engineering, environmental, and administrative tasks associated with the Project;
 - ii. A detailed breakdown of costs incurred during the time period;
 - iii. A schedule showing actual progress in comparison to the planned schedule as set forth in the Work Plan in Exhibit B;
 - iv. A discussion of key issues that must be resolved;
 - v. The percentages of State and total funding expended;
 - vi. The estimated percentage completion of the work;
 - vii. The time period covered by the report.
- b. Independent Peer Review Reports. If applicable, the Grantee shall submit a two page summary of each independent peer review, conducted in accordance with the guidance provided in the Local Levee Assistance Program Guidelines. Throughout the process of performing independent peer reviews, the Grantee must consult in good faith with the State. The State retains the sole

discretion to require the Grantee to implement the recommendations of the independent peer review panel. If the State requires changes that affect the completion of the Project, such changes will be cost shared according to the cost-sharing rules established in this Agreement. The independent peer review report shall include:

- i. A list of the selected independent peer reviewers including affiliations and credentials;
 - ii. Procedures by which the independent peer review is conducted;
 - iii. The results obtained from the independent peer review; and,
 - iv. As an attachment, copies of reviewed plans and documents including a list of comments or redlines resulting from the independent peer review.
- c. Project Completion Report. Within ninety (90) days after completion of the Project, the Grantee shall prepare and submit to the State a Project Completion Report. The Project Completion Report shall be provided in hard copy and digital format prior to final release of withheld grant funds retained by the State. This report shall include:
- i. An executive summary not exceeding two pages;
 - ii. A summary of costs incurred and disposition of funds disbursed;
 - iii. A description of Project activities since the previous periodic report;
 - iv. A comparison between the planned schedule in Exhibit B and actual timeline with explanation of the differences;
 - v. A discussion of major problems that occurred in meeting the Project goals and objectives as proposed and how and if they were resolved;
 - vi. Submittal of any required products not submitted previously;
 - vii. A listing of all products submitted with dates of submittal and State approval;
 - viii. A detailed description and analysis of Project results, including but not limited to completed design drawings or as-built drawings.
 - ix. If applicable, photographs of the before-Project condition, Project activities and techniques, and the completed Project; and,
 - x. If applicable, a Maintenance Plan as set forth in Article 15.
- d. Maintenance Reports. For Projects involving construction, the Grantee shall prepare and submit to the State a maintenance report for the immediately previous July 1 through June 30 period, describing the maintenance activities performed during the period and maintenance problems that currently exist. The report shall include photographs of the entire Project with emphasis on portions visually changed by maintenance activities. At the sole option of the State, the State may waive this requirement in writing.
- e. Additional Reporting Requirements. At its sole discretion, the State may impose additional or more frequent reporting requirements, including information requested by the Department of Finance, the State Treasurer's Office, or other governmental entity to ensure accountability for expenditure of funds and compliance with other legal requirements.

ARTICLE 14. EMERGENCY RESPONSE PLAN

The Grantee agrees to provide State an acceptable detailed emergency response plan before completion of the Project, and to update the plan annually in perpetuity. The plan must cover the entire area affected by the Project and be consistent with the emergency response plan requirements developed by State. Failure to meet this requirement may be considered a breach of this Agreement and may be treated as default under Article 12. At the sole option of the State, the State may waive this requirement in writing.

ARTICLE 15. OPERATION AND MAINTENANCE OF PROJECT

- a. Operations, Maintenance, and Encroachment Control. For the useful life of the Project, 50 years after completion of the Project, the Grantee agrees to expeditiously commence and to continue operation of the Project and shall cause the Project to be operated in an efficient and economical manner; shall provide for all repairs, rehabilitation, and replacements necessary to the efficient operation of the same; and shall cause the same to be maintained in as good and efficient condition as upon its construction. The Grantee agrees to perform such operation, maintenance, repair, rehabilitation and replacement to this standard until State agrees in writing that maintenance is no longer required. The Grantee agrees to maintain the Project in accordance with the Maintenance Plan described below with its own forces or by contracting with another organization acceptable to the State. The Grantee further agrees to control encroachment, requiring a permit for any encroachment and not allowing any encroachment that would adversely affect the function or the maintenance of Project facilities or properties. Refusal of the Grantee to operate and maintain the Project in accordance with these provisions may be considered a breach of this Agreement and may be treated as default under Article 12.
- b. Maintenance Plan. For Projects involving construction, the Grantee shall prepare a Maintenance Plan for the State's approval and submit it with the Project Completion Report. The Maintenance Plan shall include:
 - i. A description of the facilities and properties to be maintained;
 - ii. The name of the maintaining agency;
 - iii. A certification that the Grantee will maintain or cause to be maintained the Project until State agrees in writing that maintenance is no longer required;
 - iv. A description of periodic maintenance activities that will be performed, and the frequency and timing of the performance; and,
 - v. The source of funds for the maintenance.
- c. Maintenance Default or Deferral. The Grantee agrees that if the State deems maintenance measures, repairs, replacements, or rehabilitation to be necessary, and the Grantee fails to provide these measures promptly, the State upon 30 days written notice may enter upon the property and perform the required work. The Grantee shall be liable to reimburse the State for any such work required, as deemed by the State. If the land upon which the Project is built is not owned by the Grantee, the Grantee must demonstrate that it has secured rights-of-way from the owner(s) that give the State adequate rights to enter the property to construct, operation, maintain, repair, replace, or rehabilitate the Project. This provision shall not preclude the State from enforcing this Agreement by seeking a court order requiring the Grantee to perform the maintenance measures, repairs, replacements, or rehabilitation required by this Agreement.

ARTICLE 16. PROJECT MANAGERS

The Department of Water Resources' Program Manager for the Local Levee Assistance Program shall act as the State Project Manager. The State Project Manager shall be the State's representative for administration of the Grant Agreement and shall have authority to make determinations and findings with respect to any controversy arising under or in connection with the interpretation, performance, or payment for work performed under this Agreement.

The Grantee Project Manager shall be Hany Ahmed, OC Public Works, Infrastructure Programs, Programming. The Grantee Project Manager shall be the Grantee's representative for the administration of the Grant Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests. All communications given to the Project Manager shall be as binding as if given to the Grantee.

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

ARTICLE 17. NOTICES

Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service, provided that next-business-day delivery is requested by the sender; or (iv) by email, followed by submittal of a hard copy by first class mail or similar means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given five (5) business days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by email will be effective on the date of successful transmission, which is documented in writing. Notices required to be given in writing to the Grantee under this Grant Agreement shall be authorized by the State's Project Manager or designee and shall be sent to:

Hany Ahmed
OC Public Works, Infrastructure Programs, Programming
County of Orange, Public Works
300 N. Flower Street
Santa Ana, CA 92702

Notices required to be given in writing to the State under this Grant Agreement shall be sent to:

State of California
Department of Water Resources
Division of Flood Management
3464 El Camino Ave, Suite 200
Sacramento, California 95821-9000
Attention: Patrick Luzuriaga, Program Manager
Local Levee Assistance Program

A change of address for delivery of notice may be made by either party by written notice of such change of address to the other party a minimum of seven (7) days prior to the change.

ARTICLE 18. INCORPORATION OF EXHIBITS

This Grant Agreement incorporates Exhibit A, "Standard Conditions," Exhibit B, "Work Plan, Budget, and Schedule," and Exhibit C "Adopted Resolution" all of which are attached. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for Local Levee Assistance Program grant funds.

ARTICLE 19. WORK PLAN REVISIONS

At the request of the Grantee, the State, may, at its sole discretion, approve non-material changes to the Work Plan, Project Budget, and Project Schedule without formally amending this Agreement. Non-material changes with respect to the Project Budget are changes that only result in reallocation of the line items within the Project Budget and will not result in an increase in the amount of the State's Funding Amount set forth in Article 5. Non-material changes with respect to the Project Schedule are changes that will not extend the Term of this Agreement which is set forth in Article 4. Requests for non-material changes to the Project Budget and Project Schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement to be effective upon the date last signed below:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

COUNTY OF ORANGE, PUBLIC WORKS

By _____
Eric Koch, Chief
Division of Flood Management

By _____
Shane Silsby, Director
County of Orange, Public Works

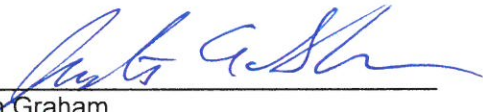
Date: _____

Date: _____

Approved as to Legal Form
And Sufficiency:

Approved as to Legal Form:

By _____
Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

By  _____
Justin Graham
Deputy County Counsel

Date: _____

Date: 5/10/17

EXHIBIT A – STANDARD CONDITIONS

- A.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- a. Separate Accounting of Funding Disbursements and Records: The Grantee shall account for the money disbursed pursuant to this Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
 - b. Fiscal Management Systems and Accounting Standards: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state or federal law, or this Agreement.
 - c. Disposition of Money Disbursed: All money disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
 - d. Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) days from the final disbursement from the State to the Grantee of funds or, within thirty (30) days of the expiration of the Agreement, whichever comes first.
- A.2. ACKNOWLEDGEMENT OF CREDIT: The Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Agreement. During construction of the Project, the Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, (Local Levee Assistance Program), administered by State of California, Department of Water Resources. The Grantee shall notify the 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.
- A.3. AMENDMENT: This Agreement may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment.
- A.4. AMERICANS WITH DISABILITIES ACT: By signing this Agreement, the Grantee assures the State that it is in compliance 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.
- A.5. APPROVAL: This Agreement is of no force or effect until signed by all parties to the Agreement. The Grantee may not submit invoices or receive payment until all required signatures have been obtained.
- A.6. ASSIGNMENT: This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the State.
- A.7. AUDITS: The State reserves the right to conduct an audit during the Term of the Agreement as set forth in Article 4, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent certified public accountant. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Agreement, and the State may elect to pursue any remedies provided in Article 12 or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Agreement with respect of all matters connected with this Agreement, including but not limited to, the cost of administering this Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after final payment. The Grantee agrees it shall return any audit disallowances to the State.

- A.8. **BUDGET CONTINGENCY:** If the Budget Act of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other grantee. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Grantee to reflect the reduced amount.
- A.9. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and,
 - b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- A.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** The Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in the Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by the State under this Agreement.
- A.11. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- A.12. **CONFLICT OF INTEREST:** All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in this Agreement being declared void; other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State

agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - d. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the State 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.
- A.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- A.14. DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than thirty (30) days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) days of receipt of such inventory the State shall provide the Grantee with a list of the items on the inventory to which the State will take title. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items to which it takes title. The cost of transportation, if any, shall be borne by the State.
- A.15. DRUG-FREE WORKPLACE CERTIFICATION – CERTIFICATION OF COMPLIANCE: By signing this Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of the State, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Grantee's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, subcontractor, and/or consultant who works under this Agreement:
 - i. Will receive a copy of the Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract.
 - d. This Agreement may be subject to suspension of payments or termination, or both, if: the State determines that the Grantee, its contractors, subcontractors, or consultants have made a false certification; or, the Grantee, its contractors, subcontractors, or consultants violates the certification by failing to fulfill the above requirements.
- A.16. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with

submitted final plans and specifications and any modifications thereto and in accordance with this Agreement. The Grantee shall notify the State's Project Manager at least fourteen (14) days prior to the inspection to provide the State the opportunity to participate in the inspection.

- A.17. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- A.18. GRANTEE'S RESPONSIBILITY FOR WORK AND PERFORMANCE: The Grantee is solely responsible for the design, implementation, and operation and maintenance of the Project. Review or approval of plans, specifications, Project documentation, bid documents, or other documents by the State is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

The Grantee shall be responsible for all work and for all persons or entities engaged in the work, including contractors, subcontractors, suppliers, and providers of services. The Grantee shall give personal supervision to any work in progress that is required under this Grant Agreement or employ a competent representative, satisfactory to the State, with the authority to act for the Grantee. The Grantee or its authorized representative shall be present while work is in progress. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including bid disputes, and payment disputes with the Grantee's contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of or payment for work. The Grantee agrees to faithfully and expeditiously perform or cause to be performed all requirements of this Agreement and any amendments hereto.
- A.19. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
- A.20. INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to, any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- A.21. INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantee, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- A.22. 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 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 Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.
- A.23. INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to this Agreement.
- A.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being

met. The Grantee certifies that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of the Department of Industrial Relations (DIR) to operate an LCP. Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

A.25. NON-DISCRIMINATION:

- a. During the performance of this Agreement, the Grantee and its consultants and contractors 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, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- b. The Grantee, its consultants, and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. The Grantee, its consultants, and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, 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.
- d. The Grantee, its consultants, and contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement, if any.
- e. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Failure by the Grantee to carry out these requirements and applicable requirements of 40 C.F.R. part 33 is a breach of a material provision of this Agreement which may result in its termination.

A.26. OPINIONS AND DETERMINATIONS: Where the terms of this 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.

A.27. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee meet its obligations under this Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

A.28. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

- A.29. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this 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.
- A.30. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgement of credit to the State and the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- A.31. SEVERABILITY: Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and this Agreement shall continue as modified.
- A.32. STATE REVIEWS: The parties agree that review or approval of project application, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project.
- A.33. SUSPENSION OF PAYMENTS: This Agreement may be subject to suspension of payments or termination, or both, and the Grantee may be subject to debarment if the State determines that:
- a. The Grantee, its contractors, or subcontractors have made a false certification, or
 - b. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Agreement.
- A.34. SUCCESSORS AND ASSIGNS: This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions the State may impose.
- A.35. TERMINATION BY GRANTEE: Subject to the State's approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee must provide a reason(s) for termination. The Grantee must submit all progress reports summarizing accomplishments up until termination date.
- A.36. TERMINATION FOR CAUSE: Subject to the right to cure under Article 12, the State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Article 12.
- A.37. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on thirty (30) days written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- A.38. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- A.39. TIMELINESS: Time is of the essence in this Grant Agreement. The Grantee shall diligently perform or cause to be performed all requirements set forth in the Work Plan and in accordance with the Project Schedule contained in Exhibit B. The Project Schedule may be extended subject to the written approval of the State, but may not be extended beyond five (5) years from the date this Agreement is signed by the State. The Project shall be considered "complete" after the certification provided by a California Registered Civil Engineer pursuant to Paragraph A.17; or, the

Project Completion Report required by Article 13 has been received and deemed adequate by the State, whichever is later.

- A.40. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Agreement. Travel and per diem expenses to be reimbursed under this Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations and shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>, or its successor website. For the purpose of computing such expenses, the Grantee's designated headquarters shall be: 300 N. Flower Street, Santa Ana, CA 92702. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State's Project Manager.
- A.41. UNION ORGANIZING: The Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. Furthermore, the Grantee, by signing this Agreement, hereby certifies that:
- a. No State funds disbursed by this Agreement will be used to assist, promote, or deter union organizing.
 - b. The Grantee shall account for State funds disbursed for a specific expenditure by this Agreement to show those funds were allocated to that expenditure.
 - c. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.
- A.42. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- A.43. WAIVER OF RIGHTS: None of the provisions of this 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 Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT B -- WORK PLAN, BUDGET, AND SCHEDULE

Project Description:

The Project site is located in the Cities of San Juan Capistrano and Dana Point in Orange County, California. Phases 4 and 5 of the project area include improvements to the east side levee of San Juan Creek, Orange County Flood Control District Facility No. L01, from upstream of Stonehill Drive (Sta. ±50+58) to just downstream of AT&SF Railroad (Sta. ±129+93).

San Juan Creek and Trabuco Creek Channels' lining were constructed in the early 1960s. Many portions of the linings sustained significant damage along with levee embankments and a pedestrian bridge due to major storms in 1969, 1993, 1998, 2005 and 2010. Despite recent repairs completed to the channel embankments, the channel remains vulnerable to catastrophic levee failure.

The Project mainly consists of furnishing and installing steel sheet pile at the hinge point of the levee, installation of an auxiliary pipe pile to supplement the steel sheet pile system, construction of a masonry block flood wall on top of the structural concrete steel sheet pile cast-in-place cap, installation of cable fence on top of the masonry wall, reconstruction of the levee maintenance road/bike trail, and installation of new trail signs.

B-1. WORK PLAN

Task 1 – Submittals

Upon receipt of the construction notice-to-proceed (NTP), Task 1 will consist of compiling all necessary product specifications, information, and details to ensure the contractor provided product will meet the requirements set forth in the contract. The contractor will provide the packaged information to the resident engineer for approval. Task 1 is an administrative task that allows the owner to see and approve the material the contractor will plan to schedule for purchase and installation.

Deliverable(s): Provide inspection and report of existing site conditions, storm water pollution prevention plan, and City encroachment permit requirements.

Task 2 – Mobilization

Task 2, mobilization, traffic control, and detour work consists of moving construction equipment to the project site, setting up necessary construction laydown yards, connecting and setting up construction trailer offices for that of the contractor's on-site personnel and one for the Orange County on-site personnel. The contractor will setup temporary fencing, clear and grub construction areas, develop and implement the storm water pollution prevention plan (SWPPP), complete installation of temporary project signage, and ensure all permits required are active and in place.

The Project has requirements set forth for preconstruction surveying that will be implemented in this task as well as protecting in place any utilities that will be crossed for construction activities.

Deliverable(s): Provide mobilization, dust control, maintain traffic and detours, and temporary construction staging area.

Task 3 – Sheet Pile Operations

The installation of near 5,950 lineal feet of steel sheet piles (SSP) and auxiliary pipe pile systems will be Task 3. That accounts to over 5,000 tons of steel to be driven into the levee plus the weight of the pipe pile auxiliary system. Due to the long lead time on the largest component of the Project, procurement of approved construction materials is separate of the installation of the steel sheet piles. Transportation logistics for major procurement items continue to develop until local routes are approved by the Cities of Dana Point and San Juan Capistrano. During this procurement/manufacturing task, the contractor works closely with the material manufacture to review production of said construction material. Shipping/trucking obstacles are discussed and jobsite layout is determined.

Once construction material is off-loaded at the designated location on the construction site; vendors and manufactures request the payment and final inspection from the contractor and resident engineer (as applicable). This Project requires very large material purchase orders. All subcontracting and/or material purchase orders need to be executed by this point in the schedule.

In this task, manufactures and vendors seek to obtain payment for material-on-hand, for approved permanent construction material that has not yet been delivered to the actual Project site location. The permanent construction material that is being requested for payment shall be completed to the contract specifications and able to be visually inspected by the contractor and that of the resident engineer.

Task 3 also includes predrilling for the ABI mobilram to drive SSPs to the lines and grades as shown in the contractor documents, installation of the pipe pile with stainless steel cable connections, and the construction of the structural cast-in-place concrete pile cap. The concrete pile cap will be reinforced with epoxy coated rebar and formed and poured for the full length of the SSP alignment.

The Project specifications have set limits to sound and vibrations for the local residents and businesses. Pile driving shall be accomplished by low noise and reduced vibration resonance free vibratory pile drivers or static penetration method. The ABI mobilram is scheduled to be chosen for the increased flexibility, as contractor will be installing both the SSPs and pipe pile auxiliary systems. At this juncture the contractor has determined that higher productions will be obtained with the use of the ABI mobilram versus a Giken Silent Piler (or approved equal) capable of static penetration method.

During the SSP activities, sound and vibrations will be measured and recorded to ensure compliance to the Project documents. In addition to the measurements for sound and vibrations; environmental monitoring will be on-going with a biological monitor viewing the creek. All construction activity shall be completed from the top of the levee. No materials, construction equipment, or construction spoil shall enter or pass through the creek bottom.

The SSP alignment crosses paths 9 times with utilities. At each utility a “utility gap” will be constructed, as not to have any SSP over the top of the utility or major influence zones of the utility. At each gap location a SSP will be installed perpendicular to the wall alignment with a slightly different channelized connection.

Deliverable(s): Furnishing steel sheet piles, installing sheet piles, auxiliary cable-stayed sheet pile system, and structure concrete.

Task 4 – Flood Wall

Upon completion of the structural concrete pile cap, Task 4 includes the construction of the masonry flood wall. Task 4, flood wall, has the following components, footing construction (only applies where there is not a concrete pile cap), masonry split face block placement, grouting of block cells, installation of drainage flap valves, pre-cast finish cap, and cable fencing set into the top of the masonry flood wall. The height of the flood wall varies from 10.5-inches tall to 42.5-inches tall. This wall is constructed either directly on top of the concrete SSP cap or the structural concrete wall footing.

Deliverable(s): Construction of masonry block flood wall.

Task 5 – Levee Trail Reconstruction

Task 5 is inclusive of the earthwork and general grading to import and backfill the levee to the lines and grades defined in the Project profiles/SSP cap, placement of crushed aggregate base material, asphalt paving (as necessary), installation of required trail signage, and any final general grading or clean up. Task 5 will be the final construction task of the Project. Task 6 incorporates approximately 11,000 cubic yards (CY) of earthwork and placing over 2,000 CY of crushed aggregate base material as the final surface of the levee trail between 12 to 18-feet wide. During the end of this task all temporary items will be removed, detours taken down, and final Project SWPPP stabilization will be completed as required in the SWPPP documents.

Deliverable(s): Provide aggregate base material and unclassified fill.

B-2. BUDGET

San Juan Creek Channel (L01) Levee Protection Project, Phases 4 & 5				
Item #	Description	Total	Total State Share 22%	Total Local Share 78%
Task 1	Submittals	\$ 90,000.00	\$ -	\$ 90,000.00
Task 2	Mobilization	\$ 1,079,500.00	\$ -	\$ 1,079,500.00
Task 3	Sheet Pile Operations	\$ 18,700,988.00	\$ 5,000,000.00	\$ 13,700,988.00
Task 4	Flood Wall	\$ 485,150.00	\$ -	\$ 485,150.00
Task 5	Levee Trail Reconstruction	\$ 458,940.00	\$ -	\$ 458,940.00
	SUBTOTAL	\$ 20,814,578.00	\$ 5,000,000.00	\$ 15,814,578.00
	CONTINGENCY (10%)	\$ 2,081,457.80	\$ -	\$ 2,081,457.80
	TOTAL	\$ 22,896,035.80	\$ 5,000,000.00	\$ 17,896,035.80

B-3. SCHEDULE

Exhibit B-3 Schedule

Activity ID		Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	Resources	2017												2018												2019																										
									D	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
OCPW San Juan Creek			616	458	27-Jul-16 08 AM A	19-Dec-18 05 PM	0		19-Dec-18 05 PM, OCPW/Sar																																																		
Project Milestones			616	446	27-Jul-16 08 AM A	19-Dec-18 05 PM	0		19-Dec-18 05 PM, Project Mile																																																		
Design/Preconstruction Phase			150	97	09-Nov-16 08 AM A	13-Jun-17 05 PM	391		13-Jun-17 05 PM, Design/Preconstruction Phase																																																		
Construction Phase			390	390	03-May-17 08 AM	07-Nov-18 05 PM	30		07-Nov-18 05 PM, Construction Ph																																																		
PM-180	Precon Meeting		1	1	03-May-17 08 AM	03-May-17 05 PM	0		03-May-17 05 PM, Precon Meeting																																																		
Submittals			70	70	04-May-17 08 AM	11-Aug-17 05 PM	312		11-Aug-17 05 PM, Submittals																																																		
Procurement			70	70	23-Jun-17 08 AM	02-Oct-17 05 PM	253		02-Oct-17 05 PM, Procurement																																																		
Phase 6 - West Bank			246	246	05-May-17 08 AM	20-Apr-18 05 PM	172		20-Apr-18 05 PM, Phase 6 - West Bank																																																		
Phases 4 & 5 East Bank			321	321	10-Aug-17 08 AM	07-Nov-18 05 PM	30		07-Nov-18 05 PM, Phases 4 & 5 Ea																																																		
Traffic Control / Detour Work / Mobilization			18	18	10-Aug-17 08 AM	05-Sep-17 05 PM	333		05-Sep-17 05 PM, Traffic Control / Detour Work / Mobilization																																																		
Sheet Pile Operations			237	237	06-Sep-17 08 AM	07-Aug-18 05 PM	0		07-Aug-18 05 PM, Sheet Pile Operations																																																		
Flood Wall			35	35	29-Aug-18 08 AM	16-Oct-18 05 PM	16		16-Oct-18 05 PM, Flood Wall																																																		
Levee Trail Reconstruction			66	66	08-Aug-18 08 AM	07-Nov-18 05 PM	0		07-Nov-18 05 PM, Levee Trail Recc																																																		

█ Remaining Level of Effort
 █ Remaining Work
 ◆ Milestone
█ Actual Work
 █ Critical Remaining Work
 ⇨ Summary