



# Official Memorandum

PO Box 2157  
Los Baños, CA 93635  
[sldmwa.org](http://sldmwa.org)

---

To: SLDMWA Board of Directors, Alternates  
SLDMWA Finance & Administration Committee, Alternates

From: Pablo Arroyave, Chief Operating Officer  
Jaime McNeil, Engineering Director

Date: June 1, 2026

RE: Authorization to Execute Construction Support Services Task Order with CDM Smith, Inc. and Related Increase in Expenditure of Up to \$4,538,061

---

## Background

The Delta-Mendota Canal (DMC) Subsidence Correction Project (“Subsidence Correction Project” or “Project”) includes restoring the original design conveyance capacity of the DMC by raising the canal lining and embankments, as well as other structures such as bridges, overchutes, and pipe crossings. The DMC is one of the major components of the Delta Division of the U.S. Bureau of Reclamation’s (Reclamation) Central Valley Project (CVP), and is considered critical infrastructure. The San Luis & Delta-Mendota Water Authority (Authority) and Reclamation are committed to restoring the original capacity to ensure the DMC can meet the needs of the communities and ecosystems reliant upon it.

On February 25th, 2026, the Authority executed a Task Order-based Professional Services Agreement with CDM Smith, Inc. (CDM) and issued Task Order 1 in the amount of \$1,827,452 for DMC Subsidence Phase 1, Tasks 1 and 2, Preconstruction Support Services, which was approved in the FY27 Budget Resolution. Since then, CDM has been working closely with the Authority, Reclamation, and Kiewit during the preconstruction phase of Task 1. Authority staff is presenting the negotiated Guaranteed Maximum Price to Committee and Board members this month and recommending award of the Amended and Restated CMGC agreement (Agreement) with Kiewit. If the Board of Directors authorizes execution of the Agreement, the Authority will be required to perform Construction Management and Environmental Monitoring to support the construction activities. CDM is well qualified to provide these services to the Water Authority.

## Issue for Decision

Whether the Finance & Administration Committee should recommend, and the Board of Directors should authorize, execution of Construction Support Services Task Order with CDM Smith, Inc. and related increase in expenditure of up to \$4,538,061.

## Recommendation

Staff recommends authorizing the proposed Task Order and related increase in expenditure.

## Analysis

Authorizing execution of the proposed Task Order would allow CDM Smith to provide Owner's Advisor/Construction Management and environmental monitoring support for Phase 1 - Task 1 of the Project. CDM would supplement Authority staff by providing field-level construction management, environmental monitoring, schedule and cost review, change management support, and quality assurance (QA) oversight, including coordinated field lab testing with Reclamation during construction.

CDM Smith has established a Construction Management Plan (CMP) and Quality Assurance Plan (QAP) as a framework for providing independent oversight, contract administration, and field-based quality assurance for the Project. The plans are intended to complement the contractor's own quality control program and define the procedures and organizational roles necessary to ensure that construction is delivered safely, on schedule, and in compliance with all contracts, environmental, and regulatory requirements.

As the construction manager and QA authority in the field, the CMP and QAP outline extensive coordination with Reclamation throughout the project. With Reclamation's Technical Service Center as the Engineer of Record, CDM would route technical submittals from the contractor to Reclamation staff for review and support design clarifications. CDM would coordinate its primary QA responsibilities with Reclamation, which would maintain a limited role in QA oversight. This includes coordinating field testing and laboratory services with Reclamation. The overarching goal of the QA oversight is to ensure the canal modifications meet Reclamation standards. Upon substantial completion, CDM would collaborate with Reclamation to develop and manage the completion of the project punchlist. Ultimately, the Final QA Report provided to Reclamation will include a formal certification that the project was constructed in accordance with Reclamation specifications and approved designs.

## Budget Implications

The additional proposed expenditure of up to \$4,538,061 would be funded utilizing existing FY2023 and FY2024 EO&M Funds as well as the Advanced Funds provided by Westlands Water District, and then reimbursed by the DWR and OBBBA grant funds.

## Attachment

Draft Task Order 2-FY27 for DMC Subsidence Phase 1 – Task 1 Construction Support Services with CDM Smith, Inc.

**TASK ORDER 2 – FY27**

**DMC SUBSIDENCE PHASE 1 – TASK 1 CONSTRUCTION SUPPORT SERVICES**

**Detailed Scope of Work**

The Scope of Services to be performed under this task order includes support services for the Delta-Mendota Canal Subsidence Correction Project (Subsidence Project), including but not limited to the following sub-tasks:

- 1) Item 1: Project Management
- 2) Item 2: Construction Environmental Monitoring
- 3) Item 3: Construction Management

SEE TASK ORDER 2 SCOPE OF SERVICES & COST SUMMARY ALLOCATIONS PROVIDED UNDER ATTACHMENT 1

**Budget Maximum:** \$4,538,061.00

**Estimate of Time Schedule:** Upon Task Order execution through February 28, 2027

**SLDMWA Project Lead:** Jacob Bejarano; [jacob.bejarano@sldmwa.org](mailto:jacob.bejarano@sldmwa.org)

**Consultant Project Lead:** Chris Park; [parkce@cdmsmith.com](mailto:parkce@cdmsmith.com)

**Special Instructions:** Task Order 2 is subject to applicable terms and conditions set forth between the State of California (Department of Water Resources) and San Luis & Delta-Mendota Water Authority; Agreement No. 4600014564, attached herein as Attachment 2.

**Accepted:**

<u>San Luis &amp; Delta-Mendota Water Authority</u>	<u>Consultant</u>
By: _____ Pablo R. Arroyave San Luis & Delta-Mendota Water Authority  Date: _____	By: _____ Servando Molina CDM Smith Inc.  Date: _____



## TASK ORDER 2 - FY27: ATTACHMENT 1

May 27, 2026

Jacob Bejarano  
San Luis & Delta-Mendota Water Authority

Subject: DMC Subsidence Correction Project – Proposed Scope and Budget for Task 1 Construction Management and Environmental Monitoring Support

Dear Jacob:

This memorandum presents a proposed scope of work and budget to support the San Luis & Delta-Mendota Water Authority's (Authority) implementation of construction activities for Task 1 of Phase 1 of the Delta-Mendota Canal (DMC) Subsidence Correction Project. This work will be completed through a new Task Order issued under the new Master Service Agreement issued by the Authority to CDM Smith for support of the Authority's work with the construction manager/general contractor (CM/GC) Kiewit Corporation. For this new Task Order, CDM Smith will serve as an Owners Advisor/Construction Manager. Support activities will also include environmental monitoring work required during the construction period.

## Scope of Work

### Task 1: Project Management

CDM Smith will participate in regularly scheduled one-hour meetings with the Authority and Reclamation staff on a weekly basis. Meetings may be conducted in hybrid format where meetings alternate between in-person and virtual. CDM Smith will develop a health and safety plan detailing the safety procedures that will be followed by the CDM Smith team during execution of this contract. CDM Smith will maintain an administrative record file on the SharePoint site maintained by the Authority's project coordination contractor, the Hallmark Group. The administrative record will document references, project decisions, and regular meeting documentation including agendas and summaries. Work on Task 1 will continue for the full period of performance of this contract – May 1, 2026, through February 28, 2027 (10 months).

### *Deliverables*

Deliverables from Task 1 shall include:

- Complete Administrative Record delivered in electronic format at the conclusion of the contract
- Monthly progress reports and invoices



Jacob Bejarano, San Luis & Delta-Mendota Water Authority  
April 17, 2026  
Page 2

### **Assumptions:**

The project management meetings will be attended by the CDM Smith Project Manager and Task Leaders for Task 2 and Task 3. CDM Smith assumes that the three virtual meetings and one in-person meeting at the Authority's Tracy field office during each of the seven months that work on Task 2 and Task 3 is underway.

### **Task 2: Construction Environmental Monitoring**

The Project evaluated in the Feasibility Report and the Environmental Assessment/Initial Study (EA/IS) proposed modifications to the DMC between the C.W. "Bill" Jones Pumping Plant and the Mendota Pool (113 miles). Implementation of the overall project is being segmented into multiple phases. The work included in this task covers the work proposed under Phase 1, Task 1 - Mile Post (MP) 3.5 to 7.2.

CDM Smith will conduct construction monitoring in accordance with MMRP, BA, and BO requirements. Daily construction activities will be completed in the Task 1 construction area (MP 3.5 to 7.2). Biological construction monitoring will entail the following:

- Coordination of biological monitors to ensure adequate daily coverage
- Monitoring construction activities that may result in take of a listed species
- Implementation and monitoring of the biological resource mitigation measures identified in the Final Environmental Assessment/Initial Study Mitigation Monitoring and Reporting Plan and required by the Biological Opinion.
- Administering one-time worker environmental awareness training program for all construction staff prior to starting work on the construction site. This training will continue to be given on an as needed basis when new staff need to initiate work on the construction site.
- Biological resource monitoring as identified in the Final Environmental Assessment/Initial Study Mitigation Monitoring and Reporting Plan and required by the Biological Opinion.
- Inspecting the work area daily for wildlife on site, exclusion fencing condition, and wildlife den establishment
- Inspecting environmentally sensitive area fencing seven days a week during the wet season (October 16 to May 31).
- Inspecting wildlife exclusion fencing daily during the wet season (October 16 to May 31)
- Inspecting beneath equipment and vehicles for wildlife prior to use daily.



### *Deliverables*

- Maintaining worker environmental awareness training log.

### *Assumptions*

- Active construction will occur 10 hours a day, Monday through Friday
- Monitoring of exclusion fencing will be necessary on Saturday and Sunday during the wet season (October 16 to May 31)
- Construction will begin on June 1, 2026 and end on January 31, 2027 (244 calendar days)
- One full-time biologist required daily while construction is underway (Monday through Friday), for the duration of construction (June 1, 2026 to January 31, 2027) in the Task 1 area (MP 3.5 to 7.2)
- During the wet season an additional two full-time biologists required daily (seven days per week) for wildlife exclusion fencing checks during the wet season (October 16, 2026 to January 31, 2027)
- CDM Smith's project lead and biological monitoring lead will each travel to the construction site once per month for direct coordination with the biological monitoring team. All other coordination will be completed via telephone.

### **Task 3: Construction Management**

The purpose of this task is to, in general, provide construction management services to the Authority for Task 1 of Phase 1 of the DMC Subsidence Correction Project. In general, the scope of work for this task is defined by the descriptions presented below and is limited by the level of effort stated in the budget. CDM Smith's construction management services will include:

- Project & Construction Management
  - Act as Owner's representative in the field
  - Coordination between the Authority, Reclamation, and Kiewit
  - Facilitate communication and issue resolution
  - Monitor compliance with contract documents



Jacob Bejarano, San Luis & Delta-Mendota Water Authority  
April 17, 2026  
Page 4

- Contract Administration
  - Submittal review coordination (Engineer approval authority retained by Reclamation)
  - RFI tracking and resolution support
  - Change order review and recommendation
  - Progress payment verification
  - Claims avoidance, documentation, and support
  
- Field Engineer (QA)
  - Daily inspection of construction activities
  - Verification of compliance with plans, specifications, and permits
  - Documentation of work quantities and installed materials
  - Photo documentation and daily reports
  
- Materials Testing & Geotechnical (by RMA as subconsultant to CDM Smith)
  - Embankment compaction testing
  - Borrow material verification
  - Subgrade preparation verification
  - Concrete testing (slump, air, strength, placement monitoring)
  - Geotechnical observation and reporting
  
- Scheduling Oversight
  - Review and analyze Contractor baseline schedule
  - Monitor critical path activities
  - Review schedule updates and progress
  - Identify delays and recommend corrective actions
  
- Cost Estimating & Controls
  - Independent cost estimate validation (as needed)
  - Review of GMP assumptions and change orders
  - Monitor contingency usage
  - Verify pay quantities and progress payments



- Construction Management Plan (CMP) and Quality Assurance Plan (QAP)
  - Developed to provide independent oversight, contract administration, and field-based quality assurance (QA) for the project.
  - CMP and QAP will work alongside contractor's quality control program to establish procedures and organizational roles necessary to support project delivery safely, on schedule, and in strict compliance with all contracts, environmental, and regulatory requirements.
  - CDM Smith will serve as the primary construction manager and QA authority in the field. The CMP and QAP outline extensive coordination with USBR throughout the project lifecycle.
- Additional Support Services
  - Constructability feedback (as needed during early construction)
  - Risk management and mitigation tracking

### *Assumptions*

- Active construction will occur 10 hours a day, Monday through Friday
- Construction will begin on June 1, 2026, with substantial completion on December 31, 2026, and final completion on January 31, 2027 (244 days)
- The Construction Manager will be on site for meetings with the Authority, Reclamation, and the construction contractor once weekly. The Construction Manager will also provide remote support during periods when not on site.
- The Resident Engineer and Field Engineers will be on site full-time during active construction (10 hours a day, five days per week Monday through Friday).
- Kiewit will provide all quality control testing and laboratory testing services. CDM Smith will provide quality assurance testing. We have budgeted up to 2,800 hours of field inspection services and \$50,000 for laboratory testing.
- CDM Smith will prepare a Health and Safety plan covering the CDM Smith team's work on the project. This Health and Safety plan will incorporate health and safety plans developed by the testing subcontractor RMA. Kiewit holds responsibility for the comprehensive safety of the project.
- Kiewit will lead all progress meetings and will prepare meeting agendas and notes.



Jacob Bejarano, San Luis & Delta-Mendota Water Authority  
April 17, 2026  
Page 6

- Kiewit is responsible for reporting on labor compliance certification and funding compliance requirements.
- CDM Smith will attend Risk Management meetings; however, Kiewit will have primary responsibility for managing Risk Management activities overall.
- Kiewit will supply and manage InEight project documentation software.
- CDM Smith and the Authority will review administrative RFIs and submittals.
- The Engineer of Record from the Reclamation TSC group will review and respond to technical RFIs and submittals. Reclamation will maintain a limited QA oversight role, CDM Smith will coordinate directly with Reclamation on field testing and laboratory services.
- Kiewit will prepare and submit monthly construction progress reports as part of the payment application and schedule update process.
- CDM Smith and the Authority will collaborate on change management activities on a monthly basis.
- CDM Smith will not supervise, direct or have control over the Kiewit 's work nor will CDM Smith have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Kiewit, for safety precautions and programs incident to the work of Kiewit or for any failure of Kiewit to comply with laws, rules, regulations, ordinances, codes or orders applicable to Kiewit's furnishing and performing the work. Accordingly, CDM Smith neither guarantees the performance of any Kiewit work nor assumes responsibility for any Kiewit failure to furnish and perform its work in accordance with the Contract Documents.

### *Deliverables*

- CDM Smith staff will submit daily reports with photos through the InEight project documentation software provided by Kiewit.
- CDM Smith will review Kiewit's schedule updates monthly. This review will evaluate milestone variances against the baseline, performing a critical path and total float analysis to identify potential delays, and monitoring work execution rates and schedule compression to assess completion risk. The review also involves verifying logic modifications made by the contractor and tracking specific submittal and procurement activities to ensure they align with project requirements.



- After Kiewit achieves substantial completion, CDM Smith will collaborate with Reclamation’s CM Group to create a punchlist and manage its completion.

## Proposed Budget

Table 1 presents the proposed budget by task to complete the work identified in the scope of work. Table 2 presents the 2026 billing rates that were used to develop the estimates in Table 1.

**Table 1. Proposed Budget**

Task		Proposed Budget
Task 1	Project Management	\$412,218
Task 2	Construction Environmental Monitoring	\$1,535,986
Task 3	Construction Management	\$2,589,857
<b>Total</b>		<b>\$4,538,061</b>

**Table 2. CDM Smith 2026 Rates**

Labor Category	Rate
Engineer/Planner/Scientist 1	\$125.00
Engineer/Planner/Scientist 2	\$140.00
Engineer/Planner/Scientist 3	\$154.00
Engineer/Planner/Scientist 4	\$182.00
Engineer/Planner/Scientist 5	\$230.00
Engineer/Planner/Scientist 6	\$242.00
Engineer/Planner/Scientist 7	\$270.00
Engineer/Planner/Scientist 8	\$300.00
Resident Engineer 7	\$250.00
Field Engineer 5	\$200.00
Editor	\$175.00
Subject Matter Expert	\$350.00
Project Manager	\$250.00
Principal In Charge	\$385.00
Project Controls	\$82.00
Project Delivery Assistant	\$138.00
Project Financials	\$194.00

## Task Order 2 - Attachment 2

Agreement No. 4600014564

Page 1 of 37

**FUNDING AGREEMENT BETWEEN**  
**THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)**  
**AND**  
**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**  
**4600014564**  
**CONVEYANCE SUBSIDENCE PROGRAM**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the San Luis & Delta-Mendota Water Authority, a joint powers authority in the 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:

1. **PURPOSE.** State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to Funding Recipient to assist in financing the Delta-Mendota Canal Subsidence Correction Project (Project).
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by January 31, 2026, and no funds may be requested after June 30, 2026.
3. **TOTAL PROJECT COST.** The reasonable cost of the Project, through the development of the initial design, is estimated to be \$19,058,044. Funding Recipient agrees to fund the difference between the actual Total Project Cost and the amount specified in Paragraph 4, if any.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$3,307,925.
5. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Funding Recipient has satisfied the following conditions:
  - A. For the term of this Funding Agreement, Funding Recipient submits timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports."
  - B. Funding Recipient submits all deliverables as specified in Paragraph 12 of this Funding Agreement and in Exhibit A.
  - C. Prior to the commencement of construction or implementation activities, Funding Recipient shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for the Project as listed in Exhibit A of this Funding Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
      - a. Funding Recipient submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State,
      - b. Documents that satisfy the CEQA process are received by the State,
      - c. State has completed its CEQA compliance review as a Responsible Agency, and

- d. Funding Recipient receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

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

6. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding 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. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
7. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project on/after September 23, 2021, shall be eligible for reimbursement.

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

- A. Costs, other than those noted above, incurred prior to September 23, 2021.
  - B. Operation and maintenance costs, including post construction performance and monitoring costs.
  - C. Purchase of equipment not an integral part of the Project.
  - D. Establishing a reserve fund.
  - E. Purchase of water supply.
  - F. Monitoring and assessment costs for efforts required after project construction is complete.
  - G. Replacement of existing funding sources for ongoing programs.
  - H. Travel and per diem costs.
  - I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
  - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to September 23, 2021.
8. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt from Funding Recipient via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost

Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Funding Recipient's costs, as applicable.
  - v. Original signature and date (in ink or electronically) of Funding Recipient's Project Representative. Submit the original "wet signature" or electronic copy of the invoice form to the following address with Attention to Mehdi Mizani: 3464 El Camino Avenue, Suite 200, Sacramento, California, 95821 or an electronic signature certified and transmitted via DocuSign from authorized representative to Mehdi Mizani, Program Manager at [Mehdi.Mizani@water.ca.gov](mailto:Mehdi.Mizani@water.ca.gov).

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

attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

9. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding 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 State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 10, the portion that has been disbursed shall thereafter be repaid immediately, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 10, "Default Provisions." If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

10. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:

- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
- B. Making any false warranty, representation, or statement with respect to this Funding Agreement or any documents submitted to the State to obtain this Funding Agreement;
- C. Failure to operate or maintain the Project in accordance with this Funding Agreement;
- D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5;
- E. Failure to submit timely progress reports;
- F. Failure to routinely invoice State; or
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

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

- A. Declare the funding be immediately repaid;
- B. Terminate any obligation to make future payments to Funding Recipient;
- C. Terminate the Funding Agreement; or
- D. Take any other action that it deems necessary to protect its interests.

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

11. CONTINUING ELIGIBILITY. Funding Recipient must meet the following ongoing requirements to remain eligible to receive State funds:
- A. An urban water supplier that receives public funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.).
  - B. An agricultural water supplier receiving public funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website.
  - C. A surface water diverter receiving public funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
  - D. If the Funding Recipient has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Funding Recipient shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
  - E. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
12. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: Funding Recipient shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State within three months of the execution of this Funding Agreement, with future reports then due on successive three-month increments.
  - B. Project Completion Reports: Funding Recipient shall prepare and submit to State a Project Completion Report. Funding Recipient shall submit a Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final

schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

- C. Post-Performance Reports: Funding Recipient shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of the Project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 3 years after the completed Project begins operation.

13. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Funding Recipient agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Funding Recipient or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Funding Recipient to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 10, "Default Provisions."

14. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.

- D. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
  - E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer." 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.
15. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
16. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources  
Jeremy Arrich  
Division Manager, Division of Flood  
Management  
3310 El Camino Avenue, Suite 100  
Sacramento, CA 95821

San Luis & Delta-Mendota Water Authority  
Federico Barajas  
Executive Director  
1331 Garden Hwy  
Sacramento, CA 95833 (209) 752-4058

Direct all inquiries to the Program Manager:

Department of Water Resources  
Mehdi Mizani, P.E.  
3464 El Camino Avenue, Suite 200  
Sacramento, CA 95821

San Luis & Delta-Mendota Water Authority  
Robert Martin, P.E.  
Facilities O&M Director  
15990 Kelso Road  
Byron, CA 94514-9614  
(209) 832-6220

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

**17. STANDARD PROVISIONS AND INTEGRATION.** This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Funding Recipient Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Funding Match Guidelines for Funding Recipients

Exhibit I – Project Location

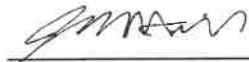
Exhibit J – Information Needed for Escrow Process and Closure

Exhibit K – Appraisal Specifications

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

SAN LUIS & DELTA-MENDOTA WATER  
AUTHORITY



Jeremy Arrich, Division Manager  
Division of Flood Management

Federico Barajas, Executive Director

Date 4/4/2022

Date 4/1/2022

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency



for



Robin Brewer, Assistant General Counsel  
Office of the General Counsel

Rebecca R. Akroyd, General Counsel

Date 4/1/2022

Date 4/1/2022

## **Exhibit A**

### **WORK PLAN**

The San Luis and Delta-Mendota Water Authority (Funding Recipient) was established in 1992 and consists of 27 member agencies providing water service to approximately 1,200,000 acres of irrigated agriculture, 2 million people, and 130,000 acres of managed wetlands within the western San Joaquin Valley, San Benito and Santa Clara counties. The Funding Recipient is responsible for the operation, maintenance, and replacement (OM&R) of certain Central Valley Project facilities, including the Delta-Mendota Canal (DMC), a 116.5-mile-long canal that carries water from the San Joaquin Delta near Tracy to the Mendota Pool, about 30 miles west of Fresno. The Central Valley Project is the nation's largest federal reclamation project operated by Reclamation.

Construction of the DMC was completed in 1951 and was designed for a flow capacity of 4,600 cubic feet per second (cfs) that progressively decreases along its length to a final design capacity of 3,210 cfs as it discharges into the Mendota Pool. As a result of subsidence, the available freeboard for the canal lining and the canal embankment, and clearances between water surface elevations (WSE) and structures crossing the canal, no longer meet Reclamation standards. The combination of reduced freeboard and impacted structures requires that the Funding Recipient operate the DMC at a lower WSE thereby reducing the conveyance capacity of the canal. The continued, safe and reliable operation of the DMC is critical to the users it serves, and the economies it supports. The DMC Subsidence Correction Project has been developed to analyze potential alternatives to restore the capacity of the DMC.

Ground subsidence is generally the result of groundwater extraction via pumping at a rate higher than the recharge of the aquifer. The Sustainable Groundwater Management Act, passed in 2014, required the formation of local Groundwater Sustainability Agencies (GSAs) to oversee the development and implementation of Groundwater Sustainability Plans (GSPs), with the ultimate goal of achieving sustainable management of the State's groundwater basins. The DMC crosses multiple groundwater subbasins, including the San Joaquin Valley-East Contra Costa, Tracy, and Delta-Mendota subbasins. Under SGMA, the Delta-Mendota subbasin is a critically overdrafted basin, and San Joaquin Valley-East Contra Costa and Tracy subbasins are medium priority groundwater basins. Full implementation of sustainable management criteria to avoid undesirable results within the various GSPs underlying the DMC is not expected to occur until 2040. This is likely to result in continued subsidence, along with predicted residual subsidence beyond 2040. The DMC Subsidence Correction Project has been developed with a design life through 2070.

A preliminary Geotechnical Investigation and a preliminary investigation have been completed to date. A Feasibility Study (Study) is underway to evaluate multiple alternatives with the completion of the Study in February 2023. The Study will evaluate current and future conditions, environmental impacts, perform an economic analysis and prepare environmental documentation in support of permitting for a recommended alternative.

The work anticipated under this work plan will be to issue a Professional Services Agreement for Phase 1 of the Final Design and fund additional Geotechnical Investigations to support design.

**Budget Category (a): Project Administration****Task 1: Project Management**

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

**Deliverables:**

- Invoices and associated backup documentation

**Task 2: Reporting**

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR. Prepare draft Project Completion Report and submit to DWR no later than 90 days after Project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

**Deliverables:**

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

**Budget Category (b): Land Purchase/Easement**

Not being funded pursuant to this Agreement.

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation****Task 3: CEQA Documentation**

Not being funded pursuant to this Agreement.

**Task 4: Design**

This Funding Recipient will utilize information identified during the Feasibility Study of the Project to prepare a specification package (design, drawings, cost estimate, specifications, and construction schedule) in accordance with the US Bureau of Reclamation's Final Design Process guidelines. (NOTE: The US Bureau of Reclamation (USBR) is the owner of the DMC and associated works.)

**Task 4.a Project/Grant Management and Site Visits**

This task will cover Project and Grant Management activities including coordination with USBR, DWR and other Agencies/Consultants in the development of the Project. It is anticipated that various field visits will be needed to support the Project for meetings and administrative functions such as, budget tracking, progress reporting, change orders, and project closeout.

#### Task 4.b Data Collection and Field Studies

Data collection will consist of both internal compilations of DMC specific information as well as field explorations necessary to support the Project Design. This may include additional Biological/Cultural Clearances which may be required to refine final design of the preferred alternative.

#### Task 4.c Value Engineering

The Funding Recipient will coordinate a Value Engineering (VE) effort to ensure that public investments are maximized. Under this effort the VE session will be conducted in consultation with USBR to identify cost savings by way of material, methods, and/or phasing changes. This task will be completed once a 30% design package has been completed with findings incorporated into future design milestones.

#### Task 4.d Design, Modeling and Technical Memoranda

The USBR/Consultant/Funding Recipient team will prepare the final design for the Project incorporating the Feasibility Study findings, previously gathering data, studies from previous tasks and refinements to the hydraulic model to advance the Project design. Technical Memoranda's will be prepared to support the design decisions and document the design criteria.

#### Task 4.e Specification Package

It is expected that the Design will progress through the 30%, 60%, 90% and Final Design Specifications which will feed into various tasks for further evaluation prior to proceeding to the next design milestone. Under this task Project Specifications will be prepared which will consist of the plans, specifications and construction estimate which will serve as the basis of the bidding in future construction bid solicitations.

It is currently assumed that the specifications package will be one single package however the value engineering effort may split the project into phases with the potential of separating contract. Under this condition, an amendment will be sought to fund this additional effort.

#### Deliverables

- Design Data Requirements and updated geotechnical scope for Final Design.
- Design Drawings at the 30%, 60%, 90%, and 100% levels.
- Project Specifications at the 60%, 90%, and 100% levels.
- Construction schedule at the 60%, 90%, and 100% levels.
- Project cost estimates at the 30%, 60% (if needed), 90%, and Prevalidation of Funding levels.
- Reports, Technical Memorandum's and other documents necessary to support the Final Design project.
- Designer will provide project management documents and items (agendas, meeting notes, etc.) associated with the project coordination.

#### Assumptions

- Feasibility Study findings will be used to support subsequent studies.
- Final design will address any past and future subsidence issues, as well as other deficiencies.

**Exhibit B**  
**BUDGET**

<b>BUDGET CATEGORY</b>	<b>State Cost-Share</b>	<b>Total Cost</b>
<b>(a) Grant Administration</b>	<b>\$0</b>	<b>\$0</b>
<b>(b) Land Purchase / Easement</b>	<b>\$0</b>	<b>\$0</b>
<b>(c) Planning / Design / Engineering / Environmental Documentation</b>	<b>\$3,307,925</b>	<b>\$3,307,925</b>
<b>TOTAL COSTS</b>	<b>\$3,307,925</b>	<b>\$3,307,925</b>

**Exhibit C**  
**SCHEDULE**

<b>BUDGET CATEGORY</b>		<b>Start Date</b>	<b>End Date</b>
a	Grant Administration	9/24/2021	12/31/2023
b	Land Purchase / Easement	n/a	n/a
c	Planning / Design / Engineering / Environmental Documentation	9/24/2021	12/31/2023

**Exhibit D****STANDARD CONDITIONS****D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding 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 and disbursements 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 Funding Agreement shall be deposited in a separate account, 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 Funding 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) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. **AMENDMENT:** This Funding 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. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Funding 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.

D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding 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 Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

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

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding 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 Funding 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 Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding 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 Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Funding Recipient acknowledges in accordance with Public Contract Code section 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 Family Code section 5200 et seq.; 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.

- D.9. CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. 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 Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.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 the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the 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. (Gov. Code, § 87100 et seq.)
- D. Employees 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.

- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar 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.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding 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 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Funding Recipient's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Funding Recipient's drug-free policy statement, and
    - ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- D.16. EASEMENTS: Where the Funding Recipient acquires property in fee title or funds improvements to real property using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. 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 Funding Agreement.
- D.18. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding 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 funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.
- D.19. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

- D.20. **INCOME RESTRICTIONS:** The Funding Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Funding Recipient under this Agreement shall be paid by the Funding Recipient to the State, to the extent that they are properly allocable to costs for which the Funding Recipient has been reimbursed by the State under this Agreement. The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.21. **INDEMNIFICATION:** 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 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 or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.22. **INDEPENDENT CAPACITY:** Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.23. **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 Funding 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 Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.24. **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 Funding 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 Funding Agreement with State.
- D.25. **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient 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 Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.26. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in

reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.27. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medial and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- D.28. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.29. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.30. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.31. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The 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 Funding

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

- D.32. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.33. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.34. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.35. **RETENTION:** The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs until the Project is completed and Final Report is approved. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.
- D.36. **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 Funding 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.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding 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.
- D.37. **SEVERABILITY:** Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.38. **SUSPENSION OF PAYMENTS:** This Funding Agreement may be subject to suspension of payments or termination, or both 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 in this Funding Agreement.
- D.39. **SUCCESSORS AND ASSIGNS:** This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding 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.
- D.40. **TERMINATION BY FUNDING RECIPIENT:** Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for

termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.

- D.41. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 10, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 10.
- D.42. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.43. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.44. **TIMELINESS:** Time is of the essence in this Funding Agreement.
- D.45. **UNION ORGANIZING:** Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding 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 Funding 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.
- D.46. **VENUE:** The State and the Funding Recipient 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 Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. **WAIVER OF RIGHTS:** None of the provisions of this Funding 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 Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

## Exhibit E

### FUNDING RECIPIENT AUTHORIZING RESOLUTION

#### SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

#### RESOLUTION NO. 2021-497

#### RESOLUTION AUTHORIZING A PROPOSAL FOR FUNDING FROM THE DEPARTMENT OF WATER RESOURCES AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO, FOR THE DELTA-MENDOTA CANAL SUBSIDENCE CORRECTION PROJECT

WHEREAS, the San Luis & Delta-Mendota Water Authority (“**Water Authority**”) is a joint powers authority with responsibility for the operation, maintenance, and replacement (“**OM&R**”) of certain Central Valley Project facilities, including the Delta-Mendota Canal (“**DMC**”), a 116.5-mile long canal that carries water from the San Joaquin Delta near Tracy to the Mendota Pool, about 30 miles west of Fresno;

WHEREAS, the Water Authority has OM&R responsibilities in the area proposed for the Delta-Mendota Canal Subsidence Correction Project (“**Project**”) and is willing to participate in, coordinate, and collaborate with other interested parties that are participating in the development of the Project; and

WHEREAS, the Water Authority is authorized to enter into an agreement with the Department of Water Resources and the State of California; and

WHEREAS, authorizing preparing and submitting a proposal to obtain funding for the Project and executing a funding agreement with the Department of Water Resources do not constitute a project or projects under the California Environmental Quality Act (“**CEQA**”) because the proposed actions represent administrative activities of the Water Authority that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); further, where it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines); further, future CEQA review will be completed prior to approval or any construction of the Project.

#### **NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:**

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board hereby finds that pursuant and subject to all of the terms and conditions of the Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the Water Authority shall submit a proposal to obtain funding for the Delta-Mendota Canal Subsidence Correction Project from the Department of Water Resources.

Section 3. The Board hereby authorizes the Executive Director, or his designee, to negotiate and execute the funding agreement with the Department of Water Resources and any amendments thereto.

Section 4. The Board further authorizes the Executive Director, or his designee, to prepare the necessary data, make investigations, and take other such actions as necessary and appropriate to execute the Delta-Mendota Canal Subsidence Correction Project.

**PASSED, APPROVED AND ADOPTED** this 9th day of December, 2021, by the Board of Directors of the San Luis & Delta-Mendota Water Authority



Cannon Michael, Chairman  
San Luis & Delta-Mendota Water Authority

Attest:

  
Federico Barajas, Secretary

\*\*\*\*\*

I hereby certify that the foregoing Resolution No. 2021-497 was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 9<sup>th</sup> day of December, 2021.

  
Federico Barajas, Secretary

## Exhibit F

### REPORT FORMATS AND REQUIREMENTS

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

#### 1. **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

##### PROJECT STATUS

Describe the work performed during the time period covered by the report including but not limited to:

##### PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry 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 Exhibit A, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall Project
- Identify key issues that need to be resolved
- Photos documenting progress

##### COST INFORMATION

- Provide a list showing all project 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
- A list of any changes approved to the budget in accordance with Funding 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

## SCHEDULE INFORMATION

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

## **2. PROJECT COMPLETION REPORT**

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Funding Recipient for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Evaluation cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail

- A statement verifying separate accounting of funding disbursements
- Summary of project costs including the following items:
  - Accounting of the cost of project expenditures;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

## Exhibit G

### REQUIREMENTS FOR DATA SUBMITTAL

#### Surface and Groundwater Quality Data:

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

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

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at:

[https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Funding Recipient can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### Groundwater Level Data

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

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Funding Recipient will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

## Exhibit H

### STATE AUDIT DOCUMENT REQUIREMENTS 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 any associated Funding Recipient's expenditures 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 at least three (3) years after final disbursement under this Agreement.

#### State Audit Document Requirements

##### 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) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

##### State Funding:

1. Original 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.

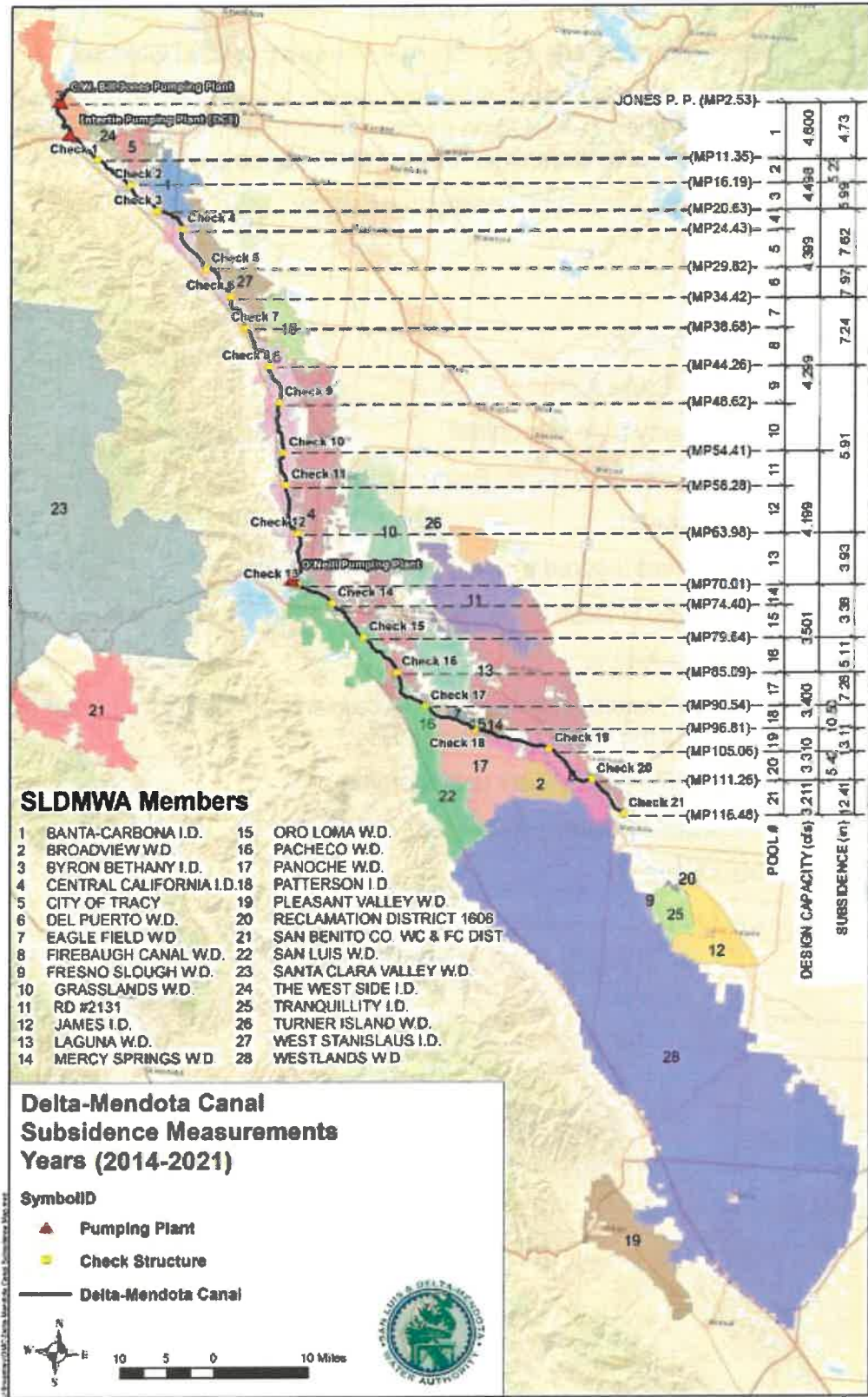
Personnel:

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.





## **Exhibit J**

### **Information Needed for Escrow Processing and Closure**

The Funding Recipient must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Funding Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

## Exhibit K

### APPRAISAL SPECIFICATIONS

For property acquisitions funded this Funding Agreement, the Funding Recipient must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
  - a) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation,

sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

- b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
  - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
- a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
  - b) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.