

**PROPOSITION 84 SUB-GRANTEE AGREEMENT
BY AND BETWEEN
THE COUNTY OF HUMBOLDT
AND**

**Northwest California Resource Conservation and Development Council
FOR THE PROJECT ENTITLED: Trinity River Water Reliability and Drought Resiliency Project**

This Agreement, entered into this 11TH day of NOVEMBER, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Northwest California Resource Conservation and Development Council, a _____ [Type of Organization (e.g. California corporation)] _____, hereinafter referred to as "SUB-GRANTEE," is made upon the following considerations:

WHEREAS, COUNTY has agreed to receive grant funding from the California Department of Water Resources ("DWR") pursuant to Proposition 84 Integrated Regional Water Management Implementation Grant Agreement No. 4600011484, dated September 2, 2016 ("Proposition 84 Implementation Agreement"), which is attached hereto as Exhibit A – Proposition 84 Implementation Agreement and incorporated herein by reference; and

WHEREAS, SUB-GRANTEE is one of several parties intended to receive grant funding from COUNTY pursuant to said Proposition 84 Implementation Agreement for work to be completed by SUB-GRANTEE as set forth in said Proposition 84 Implementation Agreement; and

WHEREAS, such work to be completed by SUB-GRANTEE, and other specific information pertaining to the Trinity River Water Reliability and Drought Resiliency Project ("Project"), is set forth in both the Proposition 84 Implementation Agreement and in this Agreement as Exhibit B – Work Plan, Schedule and Budget, which is attached hereto and incorporated herein by reference; and

WHEREAS, the parties acknowledge that COUNTY intends to merely administer the distribution of grant funds pursuant to the Proposition 84 Implementation Agreement and SUB-GRANTEE intends to complete all other aspects of the Project, as set forth in the Proposition 84 Implementation Agreement and Exhibit B to this Agreement, in a manner that will insure COUNTY's compliance with the Proposition 84 Implementation Agreement; and

WHEREAS, COUNTY is relying on SUB-GRANTEE's performance hereunder in order for COUNTY to comply with its obligations set forth in the Proposition 84 Implementation Agreement; and

WHEREAS, the parties desire to set forth the terms and conditions under which SUB-GRANTEE is to receive grant funds from COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. INCORPORATION BY REFERENCE:

The above recitals are incorporated herein by reference.

2. RIGHTS AND OBLIGATIONS OF SUB-GRANTEE:

- A. Scope of Work. SUB-GRANTEE shall perform all work pertaining to the Project, and provide the documentation required of COUNTY or other sub-grantees, in a timely manner as set forth in the applicable provisions of the Proposition 84 Implementation Agreement and Exhibit B to this Agreement.

- B. Provision of Requested Documentation and Project Access. To enable COUNTY to confirm SUB-GRANTEE's compliance with this Agreement, SUB-GRANTEE shall provide COUNTY with any requested documentation and access to any work sites, or other areas associated with the Project.

3. RIGHTS AND OBLIGATIONS OF COUNTY:

- A. Disbursement. Subject to the receipt of grant funds from DWR, as a result of a particular request for disbursement submitted by SUB-GRANTEE, and the other terms and conditions set forth herein, COUNTY shall remit to SUB-GRANTEE such funds it receives from DWR. SUB-GRANTEE shall not be entitled to disbursement of grant funds as set forth herein, if COUNTY does not receive grant funds from DWR in connection with SUB-GRANTEE's request for disbursement.
- B. Remedies. In the event SUB-GRANTEE violates any provision of this Agreement that could potentially result in a violation of the Proposition 84 Implementation Agreement, COUNTY may take any and all appropriate measures to prevent any such violation of the Proposition 84 Implementation Agreement, or to mitigate any damages COUNTY could incur as a result thereof, including, but not limited to, performing any work required of SUB-GRANTEE hereunder. SUB-GRANTEE shall be liable for any costs incurred by COUNTY in connection with any such violation of this Agreement or the Proposition 84 Implementation Agreement.

4. DISBURSEMENT OF GRANT FUNDS:

- A. Disbursement Requests. SUB-GRANTEE hereby acknowledges that the Eligible Project Costs related to the Project are limited to those set forth in the applicable provisions of the Proposition 84 Implementation Agreement and Exhibit B to this Agreement. SUB-GRANTEE shall not request disbursement for any cost until such cost has been incurred, and has been paid, or is due and payable, by SUB-GRANTEE.
- B. Matching Funds. SUB-GRANTEE hereby acknowledges that it is required to obtain matching funds for the Project as set forth in the applicable provisions of the Proposition 84 Implementation Agreement.
- C. Invoices. In order to receive disbursement of grant funds, SUB-GRANTEE shall submit to COUNTY monthly invoices itemizing all work completed, and Eligible Project Costs incurred, by SUB-GRANTEE. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Humboldt County Department of Public Works and the Humboldt County Auditor-Controller. All invoices submitted by SUB-GRANTEE shall be sent to COUNTY at the following address:
- COUNTY: Humboldt County Department of Public Works – Natural Resources Division
Attn: Devin Theobald, Administrative Analyst
1106 Second Street
Eureka, CA 95501
- D. Retention of Grant Funds. SUB-GRANTEE acknowledges that COUNTY may withhold the disbursement of any grant funds that may be necessary to satisfy the retention requirements set forth in the applicable provisions of the Proposition 84 Implementation Agreement.
- E. Conditions and Limitations. Notwithstanding any other provision of this Agreement, no

disbursement of grant funds shall be required at any time or in any manner which:

1. Violates, or conflicts with, the Proposition 84 Implementation Agreement or any local, state or federal laws, rules or regulations.
2. May require any rebates to the federal government pursuant to any applicable local, state or federal laws or regulations.
3. May result in the loss of tax-free status on state bonds pursuant to any applicable local, state or federal laws or regulations.

F. Refunds. If COUNTY is required to refund to DWR any disbursement made to SUB-GRANTEE, due to a violation of the Proposition 84 Implementation Agreement by SUB-GRANTEE, SUB-GRANTEE shall refund to COUNTY such disbursement amount plus any interest or penalties required to be paid by COUNTY in connection with such refund.

5. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until August 31, 2020 or until all of the parties' obligations hereunder are fully satisfied, whichever occurs earlier.

6. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, SUB-GRANTEE fails to adequately perform its obligations hereunder, within the time limits set forth in the applicable provisions of the Proposition 84 Implementation Agreement and Exhibit B to this Agreement, or otherwise fails to comply with any term or condition of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide SUB-GRANTEE seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, SUB-GRANTEE shall be entitled to compensation for uncompensated Eligible Project Costs incurred hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by SUB-GRANTEE.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works – Natural Resource Division
Attn: Devin Theobald, Administrative Analyst
1106 Second Street
Eureka, CA 95501

SUB-GRANTEE: Northwest California Resource Conservation and Development Council
Attention: Mark Lancaster
PO BOX 2571
Weaverville, CA 96093

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. SUB-GRANTEE agrees to timely prepare accurate and complete performance records relating to the Project, and to maintain and preserve said records for at least seven (7) years from the expiration date of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. SUB-GRANTEE hereby agrees to make all performance records relating to the Project available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. SUB-GRANTEE further agrees to allow interviews of any persons who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and inspections conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.

9. MONITORING:

SUB-GRANTEE agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor SUB-GRANTEE's records, programs or procedures, at any time, as well as access any work sites, or other areas associated with the Project, in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of work performed by SUB-GRANTEE.

10. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, SUB-GRANTEE may receive confidential information. SUB-GRANTEE hereby agrees to protect all such confidential information in conformance with any and all applicable local, state and federal laws and regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, SUB-GRANTEE certifies that is not a Nuclear Weapons Contractor, in that SUB-GRANTEE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. SUB-GRANTEE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false, or if SUB-GRANTEE subsequently becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, SUB-GRANTEE shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. SUB-GRANTEE further assures that it will abide by the provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. SUB-GRANTEE shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all liabilities, including, without limitation, liability under the Proposition 84 Implementation Agreement, claims, demands, losses, damages, expenses and costs of any kind or nature, including, but not limited to, attorney fees and other costs of litigation, arising out of, or in connection with, SUB-GRANTEE's negligent performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve SUB-GRANTEE from liability under this provision. This provision shall apply to all claims for damages related to the services performed by SUB-GRANTEE pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by SUB-GRANTEE hereunder.

14. INSURANCE:

Without limiting SUB-GRANTEE's indemnification obligations provided for herein, SUB-GRANTEE will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance and workers'

compensation policies.

15. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that SUB-GRANTEE shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. SUB-GRANTEE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. WARRANTIES AND REPRESENTATIONS:

SUB-GRANTEE hereby makes all of the warranties, representations, covenants and certifications that are otherwise made by COUNTY with respect to the Project, as set forth in the applicable provisions of the Proposition 84 Implementation Agreement.

17. COMPLIANCE WITH LAWS:

SUB-GRANTEE agrees to comply with any and all applicable local, state and federal laws and regulations, in performance of its obligations hereunder. SUB-GRANTEE further agrees to comply with any and all applicable provisions of the Proposition 84 Implementation Agreement. In the event that any applicable law, regulation or contractual provision is amended during the term of this Agreement, the parties agree to comply with the amended law, regulation or contractual provision as of the effective date of such amendment.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend this Agreement to make such insertion or correction.

19. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

20. ASSIGNMENT:

SUB-GRANTEE shall not delegate its duties or assign its rights, obligations, or interests hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by SUB-GRANTEE to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All terms and conditions of this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by, the parties hereto and to each of their heirs, executors, administrators, legal

representatives, successors and permitted assigns.

22. WAIVER OF DEFAULT:

The waiver of any breach of this Agreement by either party shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

23. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. DISPUTE RESOLUTION:

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. SUB-GRANTEE shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Public Works Director.

28. SUBCONTRACTS:

SUB-GRANTEE shall obtain prior written approval from COUNTY before subcontracting any of its obligations hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. SUB-GRANTEE shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

29. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory

relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

30. SURVIVAL:

The duties and obligations of the parties set forth in Section 6(D) – Compensation Upon Termination, Section 8 –Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this Agreement.

31. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

34. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

35. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the subject matter of this Agreement. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

36. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

1. *CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
2. *SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

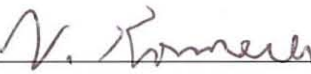
Northwest California Resource Conservation Development Council:

By:  _____

Date: 10-25-16

Name: Patrick Truman

Title: Vice President


By:  _____

Date: 11/1/16

Name: Victor "GVS" Kormeyer

Title: Treasurer

COUNTY OF HUMBOLDT:

By:  _____

Date: 11/4/16

Thomas K. Mattson, Director
Humboldt County Department of Public Works
Pursuant to the authority delegated by the
Board of Supervisors on July 28, 2015

LIST OF EXHIBITS:

- Exhibit A – Proposition 84 Implementation Agreement
- Exhibit B – Work Plan, Budget, and Schedule

Exhibit B Workplan, Budget, and Schedule

PROJECT 17: Trinity River Water Reliability and Drought Resiliency Project

IMPLEMENTING AGENCY: Northwest California Resource Conservation and Development Council

PROJECT DESCRIPTION: Reach out to and assist landowners in improving the efficiency of their water use and convert their diversion systems to utilize slow flow, lower impact pumps that collect water during the wet season for use in the dry season and to improve the water conveyance ditch systems in East Weaver Creek. Once completed, this project will provide between 3-6 cubic feet of water per second in critical low flow summer months benefitting fishery habitat.

Task 17.1 Direct Project Administration: Budget Category (a)

Task 17.1.A Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM Regional Manager, Humboldt County (Grantee). Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. Enter into a sub-agreement with the Grantee for work to be completed on this project. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Invoices
- Other Applicable Project Deliverables

Task 17.1.B Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 17.1.C Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this Agreement. Submit reports to the Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare Draft Project Completion Report and submit to DWR via the Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

Deliverables:

- Project Progress Reports
- Draft and Final Project Completion Report

Task 17.1.D North Coast Resource Partnership (NCRP) Grant Application Development

Develop grant application materials for submittal in response to the NCRP 2015 Project Solicitation and preparation of the North Coast IRWM Region's 2015 Implementation Grant Application.

Task 17.1.E Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR Project Manager, the Project Monitoring Plan (as described in Exhibit J) will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:

- Project Monitoring Plan

Task 17.2 Land Purchase/Easement: Budget Category (b)

Task 17.2.A Land Purchase/Easement

Acquire up to five easements, access agreements, or encroachment permits across private/public properties for water line/tank installation. Prepare surveys, legal descriptions, appraisals, title reports, and sales contracts.

Deliverables:

- Documentation supporting property value or appraisal
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Task 17.3 Planning/Design/Engineering and Environmental Documentation: Budget Category (c)

Task 17.3.A Outreach

Conduct outreach to identify interested landowners to participate in the program and to conduct water conservation education within the major communities with specific education for participating landowners. 2-3 workshops will be conducted at popular community events.

Deliverables:

- Outreach materials
- Messaging media
- Workshop materials

Task 17.3.B Design

Prepare final system design tasks including final building cost estimates and 100% Design plans ready to put out to bid.

Deliverables:

- Engineer's Cost Estimate
- 100% Design Plans and Specifications

Task 17.3.C CEQA Documentation

Prepare and circulate a Notice of Preparation (including tribal notification to the California Native American Heritage Commission). It is anticipated that an Initial Study and Negative Declaration will be prepared for this project. Prepare NEPA Environmental Assessment or Exemption if work on US Forest Service property is involved. Release documents for public review. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of applicable environmental documentation
- No Legal Challenges letter

Task 17.3.D Permitting

Obtain all necessary federal, state, and local permits. Permits may include:

- State Water Resources Control board, Small Domestic Use (SDU) Appropriation Registration
- California Department of Fish and Wildlife, Lake and Streambed Alteration Agreement
- Trinity County Building Permit

Additional permits may be required and will be obtained as necessary.

Deliverables:

- Copy of all required permits

Task 17.4 Construction/Implementation: Budget Category (d)

Task 17.4.A Construction Contracting

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 17.4.B Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. An engineering construction observer will be on site for the duration of the project work. Construction observer duties include: documentation of pre-construction conditions, completing a daily construction diary to note progress of construction activities and inspections, preparation of change orders, address questions of contractors on site, review/update project schedule, review contractor log submittals and pay requests, assist accountant with forecasting cash flow, notify contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 17.4.C Construction/Implementation

Construction activities may include, but are not limited to the following:

- (1) Mobilization and Site Preparation: Initiate project site preparation and mobilize project by ordering project equipment and supplies including pipe and valve components; filters, tanks, pumps, pipe, and valve components for water systems; pipes, valves, and pad material components for fire department connection (FDC) systems; and gutters, tanks, filters, pumps, and valve components for Rooftop Rainwater Systems. Assure project permits are in place and conduct pre-project site photo-monitoring.

- (2) Project Construction:
 - Pipe Installation – Convert open conveyance ditches of East Weaver Creek to closed conveyance systems by installing piping, valves, and fish screens.
 - Trickle Fill Water and FDC System Installation – Install pipe and tanks for trickle fill water systems and FDC systems at approximately 21 sites. This task also includes clearing, trenching, and backfilling and compacting buried water lines.
 - Rooftop Rainwater System Installation – Install piping between existing facility and new treatment facility and within new facility at approximately 30 sites.
 - Reclaimed Grey Water System Installation – Modify existing household plumbing for greywater conveyance and install drain fields for approximately 30 residential sites.

- (3) Project Close Out, Inspection, and Demobilization: Inspect project components and establish that work is complete. Verification that all project components have been installed and are functioning as specified will be conducted as part of construction inspection and project closeout. Conduct project completion photo monitoring.

Deliverables:

- Photographic documentation

Project 17: Trinity River Water Reliability and Drought Resiliency Project					
Implementing Agency: Northwest California Resource Conservation and Development Council					
Category		Grant Amount	Funding Match	Additional Cost Share	Total Cost
(a)	Direct Project Administration	\$ 54,771	\$ -	\$ -	\$ 54,771
(b)	Land Purchase/Easement	\$ 15,000	\$ -	\$ -	\$ 15,000
(c)	Planning/Design/Engineering/Environmental Documentation	\$ 34,525	\$ -	\$ -	\$ 34,525
(d)	Construction/Implementation	\$ 230,526	\$ -	\$ 89,371	\$ 319,897
Total		\$ 334,822	\$ -	\$ 89,371	\$ 424,193

Project 17: Trinity River Water Reliability and Drought Resiliency Project			
Implementing Agency: Northwest California Resource Conservation and Development Council			
Task		Start Date	End Date
Budget Category (a): Direct Project Administration		May-15	Nov-19
17.1.A	Project Management	Apr-16	Nov-19
17.1.B	Labor Compliance Program	Jun-15	Jun-16
17.1.C	Reporting	Aug-16	Oct-19
17.1.D	NCRP Grant Application Development	May-15	Jul-15
17.1.E	Project Monitoring Plan	May-15	Jul-15
Budget Category (b): Land Purchase/Easement		Feb-16	Jun-19
17.2.A	Land Purchase/Easement	Feb-16	Jun-19
Budget Category (c): Planning/Design/Engineering and Environmental Documentation		Mar-15	Jun-19
17.3.A	Outreach	Feb-16	Jun-19
17.3.B	Design	Mar-15	Jan-19
17.3.C	CEQA Documentation	May-15	Jan-19
17.3.D	Permitting	Feb-16	Jan-19
Budget Category (d): Construction/Implementation		Jul-17	Sep-19
17.4.A	Construction Contracting	Jan-17	Jul-19
17.4.B	Construction Administration	Jul-17	Sep-19
17.4.C	Construction/Implementation Activities	Jul-17	Sep-19