

CDBG SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN COUNTY OF LAKE AND
COBB AREA COUNTY WATER DISTRICT FOR**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FUND UTILIZATION
UNDER AGREEMENT 18-CDBG-12872 BETWEEN THE COUNTY OF LAKE AND
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

THIS AGREEMENT, entered this _____ day of _____, 2020 by and between the County of Lake (herein called the "GRANTEE") and Cobb Area County Water District (herein called the "SUBRECIPIENT"). WHEREAS, the primary objective of Title 1 of The Housing and Community Development Act of 1974, Public Law 93.383 as amended, (HCD Act) and the Community Development Block Grant (CDBG) Program under the Act is the development of viable communities, providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the GRANTEE has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the SUBRECIPIENT qualifies as a SUBRECIPIENT and is eligible to receive these funds for the Cobb Mountain Hill 9 &10, Branding Iron, and Summit Area water systems improvement projects;

WHEREAS, the GRANTEE has engaged the services of Community Development Services to provide administrative and reporting services on behalf of the GRANTEE required by 18-Community Development Block Grant-12872;

NOW, THEREFORE, it is agreed that the GRANTEE does hereby engage SUBRECIPIENT to utilize these funds as described in "Exhibit A", and SUBRECIPIENT accepts such engagement, on The General Terms and Conditions herein after specified in this Agreement, the additional Specific Terms and Conditions attached hereto, and the following described Exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A. Definition of specific services according to grant 18-CDBG-1872
- Exhibit B. Payment Terms
- Exhibit C. CDBG Program Terms and Conditions according to grant 18-CDBG-1872

The term of this Agreement shall be from May 1, 2020 through July 31, 2022.

General Administration

SUBRECIPIENT will oversee general construction activities including, but not limited to, such activities described in Chapter 7, Cost Categories Matrix, CDBG Grant Management Manual (page 24), including any future revisions to the policies in Chapter 7 and/or CDBG Grant Management Manual.

A. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The SUBRECIPIENT certifies that the activities carried out under this Agreement will meet the CDBG program's National Objective of benefit to low/mod households.

B. Levels of Accomplishment - Goals and Performance Measures

For activities implemented directly by the SUBRECIPIENT, SUBRECIPIENT will meet goals and performance milestones outlined in the County/HCD Standard Agreement 18-CDBG-12872.

C. Performance Monitoring

The GRANTEE will monitor the performance of the SUBRECIPIENT against goals and performance standards as defined in Exhibit A and Exhibit B. Substandard performance as determined by the GRANTEE will constitute noncompliance with this Agreement if action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, agreement suspension or termination procedures may be initiated.

I. TIME OF PERFORMANCE

Services of the SUBRECIPIENT shall start on the 1st day May, 2020 and end on the 31st day of July of 2022. The term of this Agreement and the provisions herein maybe extended to cover any additional time period during which the SUBRECIPIENT is utilizing CDBG funds for the water system improvement projects.

II. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE under this Agreement shall not exceed the total allocation of grant funds awarded to the COUNTY for the construction of the Hill 9 & 10, Branding Iron, and Summit Area water system improvement projects. It is further agreed that payments will be based on the budget line items defined in Exhibit A and B.

Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in 24 CFR84.21.

GRANTEE reserves the right to refuse payment to SUBRECIPIENT or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services outlined in Standard Agreement 18-CDBG-12872

III. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent, as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Carol J. Huchingson,
County Administrative Officer,
County of Lake
255 North Forbes Street
Lakeport CA 95453
707-263-2580

Ben Murphy,
Manager,
Cobb Area County Water District
PO Box 284
Cobb, CA 95426
707-982-6262

IV. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 of the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24CFR 570.604 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall, at all times, remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

C. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT'S performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance Requirements

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve SUBRECIPIENT for liability in excess of such coverage, nor shall it preclude GRANTEE from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

SUBRECIPIENT agrees to indemnify and hold harmless GRANTEE, its elected or appointed officials, employees or volunteers against any claims, actions or demands against them and against any damages, liabilities or expenses, including costs of defense and attorneys' fees, for personal injury or death, or for the loss or damage to the property to the extent arising out of the performance of this Agreement by SUBRECIPIENT.

SUBRECIPIENT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and SUBRECIPIENT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement.

SUBRECIPIENT shall furnish to GRANTEE certificate(s) of insurance evidencing Workers' Compensation Insurance coverage to cover its employees, and SUBRECIPIENT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of SUBRECIPIENT'S and subcontractors' employees.

SUBRECIPIENT shall furnish to GRANTEE certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

1. Combined single limit bodily injury liability and property damage liability \$1,000,000 each occurrence.
2. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

SUBRECIPIENT shall furnish to GRANTEE certificates of insurance evidencing Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury,, and cross liability coverage, covering claim which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be not less than two (2) times the occurrence limit.

F. Grantee Recognition

The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE'S governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies, available funding amounts or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines and HCD policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the SUBRECIPIENT to the GRANTEE reports that are incorrect or incomplete in any material respect.

In accordance with 24 GFR85A4, this Agreement may also be terminated for convenience by either the GRANTEE or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the GRANTEE determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the GRANTEE may terminate the award in its entirety.

In the event of non-appropriation of funds for the services provided under this Contract, GRANTEE will terminate this Agreement, without termination charge or other liability.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations." or A-21, "Cost Principles for Educational Institutions" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE'S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later.

3. Closeouts

The SUBRECIPIENT'S obligation to the GRANTEE shall not end until all close-out requirements are completed by GRANTEE and accepted by HCD. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the GRANTEE) and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

4. Audits & Inspections

The GRANTEE must have intact, auditable fiscal records at all times. If the GRANTEE is found to have missing audit reports from the State Controller's Office ("SCO") during the term of this agreement, the GRANTEE will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the GRANTEE will be subject to termination of this agreement and disencumbrance of the funds awarded. The GRANTEE'S audit completion plan is subject to prior review and approval by the State.

GRANTEE agrees that the Department of Housing and Community Development (HCD) or its delegate will have the right to review, obtain and copy all records pertaining to performance of the contract. GRANTEE agrees to provide HCD or its delegate with any relevant information requested and shall permit HCD or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with PCC § 10115 et seq., GC § 8546.7 and 2 CCR § 1896.60 et seq. GRANTEE further agrees to maintain such records for a period of five (5) years after final payment under the contract. GRANTEE shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

5. Reporting and Payment Procedures

a) Payment Procedures

The GRANTEE will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with the project budgets. SUBRECIPIENT will work in cooperation with Community Development Services who will provide technical assistance, gather the documentation necessary to complete the funding requests on behalf of the GRANTEE for review and signature, and submit them in a timely manner to HCD for reimbursement. Payments will be made for eligible expenses defined within 18-CDBG-12872 incurred by the SUBRECIPIENT or project construction contractors.

All parties agree to diligently complete their responsibilities regarding invoicing, proper documentation, prompt packaging of the required drawdown request for approval by GRANTEE staff, submittal to HCD of funding requests, and processing of payments by HCD to the GRANTEE for payment to the SUBRECIPIENT, in an expeditious manner.

In addition, the GRANTEE reserves the right to liquidate funds available under this contract for costs incurred by the GRANTEE on behalf of the SUBRECIPIENT.

6. Progress Reports

The SUBRECIPIENT shall submit regular Progress Reports to the GRANTEE in the form, content, and frequency as required by the GRANTEE in cooperation with Community Development Services who will provide technical assistance and gather the documentation necessary to complete the progress reports.

C. Procurement

1. Compliance

The SUBRECIPIENT shall comply with current GRANTEE policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. County of Lake Procurement Policies

The County of Lake has adopted a Purchasing System. All purchases are made in accordance with the regulations set forth therein. Should procurement for goods and/or services under either the CDBG or HOME grant program(s) require a more stringent process per Federal or State regulations, staff will refer to the program guidelines governing the respective grant. Federal and/or State guidelines shall take precedence over local procurement policies when they are the more stringent of the two.

3. Federal Procurement Options

a) Small Purchase

The SUBRECIPIENT may follow either local small purchase procurement policy or use the Federal policy. If the local policy is used, it must be at least as stringent as the Federal policy, described below:

The small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than \$100,000. If small purchase procedures are used, an oral or written price or rate quotations shall be obtained from an adequate number of qualified sources. A procurement of more than \$100,000 may not be inappropriately broken up into smaller components solely to qualify for the small purchase approach.

b) Competitive Sealed Bids

Bids are publicly solicited and a firm-fixed price contract is awarded to the bidder whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction.

In order for sealed bidding to be feasible, the following conditions should be present:

1. A complete, adequate, and realistic specification or purchase description is available.
2. The bid must be opened publicly at the time and place stated in the notice.
3. Two or more responsible bidders are willing and able to compete effectively for business; and
4. The procurement lends itself to a firm fixed price contract and the selection of a successful bidder can be made principally on the basis of price. The SUBRECIPIENT can, however, decide not to make the award to any of the bidders.

c) Competitive Proposals

This method has two sub-parts; the Request for Proposal (RFP) and the Request for Qualifications (RFQ).

1. Request for Proposal

The procurement technique of competitive proposals is normally conducted with more than one source submitting an offer, either a fixed-price or a cost-reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a) The request for Proposals (RFP) must clearly and accurately state the technical requirements for the goods and services required.

- b) Requests for proposals (RFP) will be publicized and identify all evaluation factors and the relative importance. Any response to publicized request for proposals shall be honored to the maximum extent practical.
- c) Proposals will be solicited from an adequate number of qualified sources (typically three).
- d) The SUBRECIPIENT will use a Weighted Evaluation Matrix to conduct a technical evaluation of the proposals received for selecting an awardee.
- e) Awards will be made to the responsible firm whose proposal is most advantageous to the program, price and other factors considered. After negotiations, these competitors may be given an opportunity to submit a "best and final" offer.

2. Request for Qualifications

For procurement involving architecture or engineering services, the SUBRECIPIENT may use the Request for Qualification (RFQ) competitive proposal whereby the competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. In these instances, price is not used.

Once the most qualified firm is identified, only then the firm is asked for a price proposal which is subject to negotiation of a fair and reasonable price. If negotiations with the selected firm are unsuccessful, this process is repeated with the next highest-ranked firm, until a fair and reasonably priced contract can be awarded.

The SUBRECIPIENT must take care to document the basis for its determination of the most qualified competitor and the reasonableness of the contract price. The qualification-based approach to the competitive proposals method may not be used to purchase anything other than architectural and engineering services.

a) Non-Competitive Proposals/Sole Source

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

Procurement by noncompetitive proposals may be used only when the award of a contract is feasible under the small purchase procedures, sealed bids or competitive proposals and one of the following circumstances apply:

1. The item is available only from a single source;
2. A public emergency or conditions requiring urgency existed which did not permit the use of competitive procurement; or
3. Competition was determined to be inadequate after solicitation of proposals from a number of sources and only a single source responded.

A formal written request must be submitted to State Community Development Block Grant (CDBG) Program or HOME (HOME) Program staff, respectively, along with documentation that sufficient outreach efforts have been made demonstrating there are not enough interested parties in the area who want to bid on the scope of work. If the State agrees that sufficient outreach has been done and only one bidder is available to

do the CDBG or HOME funded activity, then State staff will give formal approval of single or sole source procurement

3. OMB Standards

Unless specified otherwise within this agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40.48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The SUBRECIPIENT shall transfer to the GRANTEE any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the SUBRECIPIENT'S control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the GRANTEE deems appropriate. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the GRANTEE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the GRANTEE. The SUBRECIPIENT may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the GRANTEE deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the GRANTEE for the CDBG program or (b) retained after compensating the GRANTEE an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The GRANTEE may preempt the optional policies. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG assisted project. The SUBRECIPIENT also agrees to comply with applicable GRANTEE ordinances, resolutions and policies concerning the displacement of persons from their residences.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 as amended are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected there on providing that the GRANTEE and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT in undertaking its obligation to carry out the program assisted hereunder agrees to take such measures as are necessary to enforce such covenant.

4. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GRANTEE'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The GRANTEE

shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C, 632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The SUBRECIPIENTS will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contractor understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT'S commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Opportunity

a) The Civil Rights HCD and Age Discrimination Acts Assurances

During the performance of this agreement, the GRANTEE will ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status or religious preference, under any program or activity funded by this agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

b) The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance

The work to be performed under this Agreement is a project assisted under a

program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3, of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual obligation or other limitation which would prevent them from complying with these requirements.

The GRANTEE will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The GRANTEE will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the GRANTEE or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless the GRANTEE or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the GRANTEE, its successors, and assigns. Failure to fulfill these requirements shall subject the GRANTEE, its contractors and subcontractors, its successors to sanctions and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

c) State Nondiscrimination Clause

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee, or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in

Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

"The contractor hereby agrees to abide by the requirement of executive order 11246 and all implement regulations of the Department of Labor."

6. Subcontract Provisions

The SUBRECIPIENT will include the provisions of Section 7 Personnel & Participant Conditions, particularly the a) Civil Rights and b) Affirmative Action sections of this document in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage and nepotism activities.

2. Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327et seq.) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S.

Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing thereunder is intended to relieve the SUBRECIPIENT of its obligation, -if any, to require payment of the higher wage. The

SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract-and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual obligation or other limitations exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, at other public construction projects are given to low and very low income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction or other public construction project to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low income residents within the service area of the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct**1. Assignability**

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this contract may be assigned to a bank, trust company or other financial institution without such approval, notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

2. Subcontracts**a) Approvals**

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the GRANTEE prior to the execution of such agreement.

b) Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The SUBRECIPIENT shall undertake to ensure that all Subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84A2 and 570,611, which include (but are not limited to) the following:

- a) The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any function or responsibilities with respect to CDBG assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract or have a financial interest in any contract, subcontract or agreement with respect to the CDBG assisted activity or with respect to the proceeds from the CDBG assisted activity either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the GRANTEE, the SUBRECIPIENT or any designated public agency.

5. Anti-Lobbying Certification

The GRANTEE shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity and that all SUBRECIPIENTS shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, he/she will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

a. **Conflict of Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body or other Public Officials**

No member, officer, or employee of the GRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality of localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the program assisted under this agreement. The GRANTEE shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

6. Copyright

If this contract results in any copyrightable material or inventions, the GRANTEE and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.2000), such as worship, religious instruction or proselytization.

VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air-Act; 42 U.C. 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
4. California Environmental Quality Act (CEQA) (Public Resources Code 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387).

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a

condition of financial assistance for acquisition or construction purposes including rehabilitation.

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 V.S.C. 470) and the procedures set forth in 36 CFR Part 800. Advisory Council on Historic Preservation Procedures for Protection of Historic Properties insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State or local historic property list.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit otherwise affect the terms of this Agreement.

XI. WAIVER

The GRANTEE'S failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GRANTEE to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the GRANTEE and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the GRANTEE and the SUBRECIPIENT with respect to this Agreement.

This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

COBB AREA WATER DISTRICT

CHAIR, Board of Supervisors

Benjamin Lee Murphy
Benjamin Lee Murphy (Jul 17, 2020 16:07 PDT)

Ben Murphy, General Manager

If applicable

ATTEST:

CAROL J. HUCHINGSON

Clerk to the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT

County Counsel

By: _____

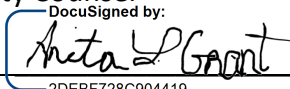
By:  _____
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Exhibit A

DEFINITION OF SPECIFIC SERVICES ACCORDING TO GRANTS RECEIVED TO DATE

SUBRECIPIENT will be responsible for utilization of construction funds as described in the attached approved budgets within in 18-CDBG-1872.

See attached Engineer's Estimate of Probable Construction Cost for Summit Area Improvement Project for the Cobb Area County Water District prepared by Brelje and Race Consulting Engineers dated July 18, 2019.

See attached Engineer's Estimate of Probable Construction Costs for Hill 9 10 and Branding Iron Consolidation - Phase 1 Cobb Area County Water District prepared by Brelje and Race Consulting Engineers dated May 5, 2020.

Engineers Estimate of Probable Construction Cost for
Summit Area Improvement Project
Cobb Area County Water District
Prepared by
Brelje and Race Consulting Engineers July 18, 2019

Item	Bid Item Description	Quantity	Unit	Unit Cost	Total Cost	CDBG Funding	SRF Funding
1	6-Inch And 8-Inch Water Main (Type B Trench)	300	LF	\$ 200	\$ 60,000	\$ -	\$ 60,000
2	8-Inch Water Main (Type A Trench)	2,050	LF	\$ 150	\$ 307,500	\$ -	\$ 307,500
3	6-Inch Water Main (Type A Trench)	10,776	LF	\$ 130	\$ 1,400,880	\$ 1,400,880	\$ -
4	2-Inch Water Main (Type A Trench)	1,012	LF	\$ 80	\$ 80,960	\$ -	\$ 80,960
5	2-Inch Water Main (Type B Trench)	26	LF	\$ 50	\$ 1,300	\$ 1,300	\$ -
6	8-Inch Gate Valve	7	EA	\$ 1,900	\$ 13,300	\$ -	\$ 13,300
7	6-Inch Gate Valve	47	EA	\$ 1,700	\$ 79,900	\$ -	\$ 79,900
8	2-Inch Gate Valve	8	EA	\$ 1,200	\$ 9,600	\$ 9,600	\$ -
9	Fire Hydrant	30	EA	\$ 7,500	\$ 225,000	\$ -	\$ 225,000
10	Bollard	48	EA	\$ 600	\$ 28,800	\$ -	\$ 28,800
11	Blow-Off	8	EA	\$ 2,000	\$ 16,000	\$ -	\$ 16,000
12	1 – Inch Water Service Lateral	55	EA	\$ 2,000	\$ 110,000	\$ -	\$ 110,000
13	1-1/2 – Inch Water Service Lateral	71	EA	\$ 2,100	\$ 149,100	\$ -	\$ 149,100
14	Type 1 Water Service	55	EA	\$ 300	\$ 16,500	\$ -	\$ 16,500
15	Type 2 Water Service	9	EA	\$ 1,000	\$ 9,000	\$ -	\$ 9,000
16	Type 3 Water Service	19	EA	\$ 700	\$ 13,300	\$ -	\$ 13,300
17	Type 4 Water Service	76	EA	\$ 700	\$ 53,200	\$ -	\$ 53,200
18	Type 5 Water Service	36	EA	\$ 800	\$ 28,800	\$ -	\$ 28,800
19	Connect New Lateral to Existing Main	7	EA	\$ 2,500	\$ 17,500	\$ -	\$ 17,500
20	2-Inch Water Main Connection	1	EA	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
21	Water Main Connection	11	EA	\$ 10,000	\$ 110,000	\$ -	\$ 110,000
22	Cut In 6-Inch Gate Valve	1	EA	\$ 8,000	\$ 8,000	\$ -	\$ 8,000
23	Cut And Cap Existing Main	2	EA	\$ 5,000	\$ 10,000	\$ -	\$ 10,000
24	Silt Fence	3,658	LF	\$ 12	\$ 43,896	\$ -	\$ 43,896
25	Kelsey Creek Crossing	1	LS	\$ 220,000	\$ 220,000	\$ 220,000	\$ -
26	Pressure Reducing Valve Station	1	EA	\$ 50,000	\$ 50,000	\$ -	\$ 50,000
27	Trench Through Stump	3	EA	\$ 500	\$ 1,500	\$ -	\$ 1,500
28	Abandon Existing Main Connection	2	EA	\$ 4,000	\$ 8,000	\$ -	\$ 8,000
29	Abandon Gate Valve Or Blow-Offs	26	EA	\$ 500	\$ 13,000	\$ -	\$ 13,000
30	Abandon Wharf Hydrant	14	EA	\$ 300	\$ 4,200	\$ -	\$ 4,200
31	Sheeting And Shoring	1	LS	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Construction Sub-Total					\$ 3,100,000	\$ 1,637,000	\$ 1,460,000
Contingency					\$ 465,000	\$ 246,000	\$ 219,000
Construction Total					\$ 3,565,000	\$ 1,883,000	\$ 1,679,000
Permits					\$ 15,000	\$ -	\$ 15,000
Construction Phase Services					\$ 403,000	\$ 18,000	\$ 385,000
Cultural Monitoring					\$ 206,000	\$ 6,000	\$ 200,000
Total Project Construction Cost					\$ 4,189,000	\$ 1,907,000	\$ 2,279,000

Engineer's Estimate of Probable Construction Costs for
Hill 9 10 and Branding Iron Consolidation - Phase 1 Cobb Area County Water District
Prepared by Brelje and Race Consulting Engineers May 5, 2020

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	6" Water Main (Type B Trench)	292	LF	\$ 81.60	\$ 23,827.20
2	6" DIP Water Main (Type B Trench)	1021	LF	\$ 106.00	\$ 108,226.00
3	6" DR14 Water Main (Type B Trench)	921	LF	\$ 81.60	\$ 75,153.60
4	8" HDPE Water Main using Directional Drilling	343	LF	\$ 138.00	\$ 47,334.00
5	8" Water Main (Type B Trench)	2046	LF	\$ 75.00	\$ 153,450.00
6	Trench Erosion Check	5	EA	\$ 6,737.00	\$ 33,685.00
7	14" Casing using Directional Drilling with 8" HDPE Pipe	43	LF	\$ 550.00	\$ 23,650.00
8	2" Gate Valve	1	EA	\$ 205.00	\$ 205.00
9	6" Gate Valve	5	EA	\$ 1,757.00	\$ 8,785.00
10	6" Gate Valve and Plug	7	EA	\$ 1,667.00	\$ 11,669.00
11	8" Gate Valve	5	EA	\$ 785.00	\$ 3,925.00
12	8" Gate Valve and Plug	2	EA	\$ 2,267.00	\$ 4,534.00
13	Connect to Existing 1-1/2" or 2" Water Main	4	EA	\$ 5,677.00	\$ 22,708.00
14	Connect To Existing 4" Water Main	1	LS	\$ 5,800.00	\$ 5,800.00
15	CMP Storm Drain Repair	2	EA	\$ 1,257.00	\$ 2,514.00
16	Hill 9&10 Tank Site 70,000 Gallon Tank	1	LS	\$ 111,987.00	\$ 111,987.00
17	Hill 9&10 Tank Site Tank Foundation	18	CY	\$ 1,817.00	\$ 32,706.00
18	Hill 9&10 Tank Site Tank Foundation Reinforcing Steel	260	LBS	\$ 23.87	\$ 6,206.20
19	Hill 9&10 Tank Site Piping	1	LS	\$ 37,370.00	\$ 37,370.00
20	Hill 9&10 Tank Site Emergency Generator	1	LS	\$ 43,871.00	\$ 43,871.00
21	Hill 9&10 Tank Site Booster Pump Building	1	LS	\$ 239,977.00	\$ 239,977.00
22	Hill 9&10 Tank Site Pressure Sustaining Valve Station	1	LS	\$ 16,250.00	\$ 16,250.00
23	Hill 9&10 Tank Site 1" Meter	1	LS	\$ 4,145.00	\$ 4,145.00
24	Hill 9&10 Tank Site Erosion Control	1	LS	\$ 4,115.00	\$ 4,115.00
25	Hill 9&10 Tank Site Improvements	1	LS	\$ 173,777.00	\$ 173,777.00
26	Hill 9&10 Tank Site Gravity Block Retaining Wall	1	SF	\$ 21,227.00	\$ 21,227.00
27	Hill 9&10 Tank Site Electrical	1	LS	\$ 26,777.00	\$ 26,777.00
28	Hill 9&10 Tank Site Controls	1	LS	\$ 30,497.00	\$ 30,497.00
29	Hill 9&10 Well Site Piping	1	LS	\$ 42,647.00	\$ 42,647.00
30	Hill 9&10 Well Improvements	1	LS	\$ 51,867.00	\$ 51,867.00
31	Hill 9&10 Well Site 1-1/2" Meter	2	EA	\$ 6,410.00	\$ 12,820.00
32	Hill 9&10 Well Site Pressure Sustaining/Pressure Relief Valve Station	1	LS	\$ 11,877.00	\$ 11,877.00
33	Hill 9&10 Well Site Pressure Reducing Valve Station	1	LS	\$ 32,397.00	\$ 32,397.00
34	Hill 9&10 Well Site Electrical	1	LS	\$ 2,377.00	\$ 2,377.00
35	Hill 9&10 Well Site Controls	1	LS	\$ 54,777.00	\$ 54,777.00
36	Temporary Connection	2	EA	\$ 627.00	\$ 1,254.00
37	Branding Iron Well Site Demolition	1	LS	\$ 28,427.00	\$ 28,427.00
38	Branding Iron Well Site Abandon Well	1	LS	\$ 9,777.00	\$ 9,777.00
39	Branding Iron Well Site Temporary Facilities	1	LS	\$ 8,177.00	\$ 8,177.00
40	Branding Iron Well Site Well Improvements	1	LS	\$ 33,117.00	\$ 33,117.00
41	Branding Iron Well Site Sodium Hypochlorite Disinfection System	1	LS	\$ 14,480.00	\$ 14,480.00
42	Branding Iron Well Site Iron & Manganese Treatment Skid Package	1	LS	\$ 59,867.00	\$ 59,867.00
43	Branding Iron Well Site Backwash & Recycle Water System	1	LS	\$ 84,777.00	\$ 84,777.00
44	Branding Iron Well Site Treatment Building	1	LS	\$ 111,987.00	\$ 111,987.00
45	Branding Iron Well Site Treatment Building Piping	1	LS	\$ 9,287.00	\$ 9,287.00
46	Branding Iron Well Site Piping	1	LS	\$ 20,777.00	\$ 20,777.00
47	Branding Iron Well Site Chlorine Residual Analyzer	1	LS	\$ 7,677.00	\$ 7,677.00
48	Branding Iron Well Site Improvements	1	LS	\$ 44,777.00	\$ 44,777.00
49	Branding Iron Well Site Bridge	1	LS	\$ 70,877.00	\$ 70,877.00
50	Branding Iron Well Site Backwash Recovery Tank	1	LS	\$ 148,777.00	\$ 148,777.00
51	Branding Iron Well Site Electrical	1	LS	\$ 74,777.00	\$ 74,777.00
52	Branding Iron Well Site Controls	1	LS	\$ 69,677.00	\$ 69,677.00
53	Hydro-pneumatic Tank Site Demolition	1	LS	\$ 24,500.00	\$ 24,500.00
54	Hydro-pneumatic Tank Site Improvements	1	LS	\$ 45,519.00	\$ 45,519.00
55	Sheeting and Shoring	1	LS	\$ 9,500.00	\$ 9,500.00
56	Hill 9 & 10 Tank Site Over Excavation	20	CY	\$ 500.00	\$ 10,000.00
Construction Sub-Total					\$ 2,371,141.00
Contingency					\$ 239,359
Construction Total					\$ 2,610,500
Permitting					\$ 25,000
Construction Phase Services					\$ 383,000
Electrical Service					\$ 20,000
Cultural Monitoring					\$ 200,000
Tanksite Acquisition					\$ 60,000
Total Project Construction Cost					\$ 3,298,500

EXHIBIT B**PAYMENT TERMS**

Invoices submitted for any services provided under the terms of this Agreement must be in compliance with the terms of the California Department of Housing and Community Development's (HCD) CDBG Program. Funding for payment under the terms of this Agreement is limited to appropriate CDBG sources.

Not more than once every thirty (30) days, SUBRECIPIENT will invoice GRANTEE for services provided. Separate invoices are to be provided for project work by the subcontractors in accordance with the budgeted criteria set forth in Exhibit A.

The GRANTEE shall submit SUBRECIPIENT invoices to HCD (Grantor) within 10 days of receipt, and shall reimburse the SUBRECIPIENT within 10 days of receipt of funds from HCD.

EXHIBIT C

**(CDBG General Terms and Condition – Exhibit D from
Standard Agreement**







Subrecipient_Agreement_Accep

Final Audit Report

2020-07-17

Created:	2020-07-17
By:	johanna.peelen@lakecountyca.gov
Status:	Signed
Transaction ID:	CBJCHBCAABAAh2slk6nW6-sOEhzFiG4A1CyQKJMIUqN8

"Subrecipient_Agreement_Accep" History

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-  Document created by johanna.peelen@lakecountyca.gov
2020-07-17 - 3:12:25 PM GMT- IP address: 208.91.28.66
-  Document emailed to Benjamin Lee Murphy (ben@cobbareawater.com) for signature
2020-07-17 - 3:12:50 PM GMT
-  Email viewed by Benjamin Lee Murphy (ben@cobbareawater.com)
2020-07-17 - 10:27:58 PM GMT- IP address: 74.125.212.65
-  Document e-signed by Benjamin Lee Murphy (ben@cobbareawater.com)
Signature Date: 2020-07-17 - 11:07:27 PM GMT - Time Source: server- IP address: 173.29.210.132
-  Signed document emailed to johanna.peelen@lakecountyca.gov and Benjamin Lee Murphy (ben@cobbareawater.com)
2020-07-17 - 11:07:27 PM GMT