

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH AKM CONSULTING ENGINEERS
(CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES – WRCRWA
RECLAIMED WATERLINE PROJECT, RFP 22-081RH)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of October, 2022 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and AKM Consulting Engineers, a California corporation with its principal place of business at 553 Wald, Irvine, California 92618 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction management and inspection services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the WRCRWA Reclaimed Waterline project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional construction management and inspection consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **October 19, 2022 to April 30, 2024** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Emin Kayiran, Steve Patterson and Craig (CJ) Ervin.

3.2.5 City's Representative. The City hereby designates Savat Khamphou, Public Works Director/City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Emin Kayiran, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and

expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be

covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any

Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant’s insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations (“DIR”) has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Two Hundred Forty-nine thousand Nine Hundred Twenty-two Dollars (\$249,922.00)** (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services involve federal funds or otherwise require compliance with the Davis-Bacon Fair Labor Standards Act, the Consultant and its subconsultants shall comply with the higher of the state or federal prevailing wage rates, and the “Prevailing Wage Laws” shall be deemed to include such federal wages laws. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

AKM Consulting Engineers
53 Wald
Irvine, CA 92618
Attn: Emin Kayiran

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882
Attn: Savat Khamphou, P.E.
Public Works Director/City Engineer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions,

Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.6.18 Funding Source Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal or county government, Consultant shall also fully and adequately comply with the provisions included in Exhibit “D” (Funding Source Requirements) attached hereto and incorporated herein by reference (“Funding Source Requirements”). With respect to any conflict between such Funding Source Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH AKM CONSULTING ENGINEERS
(CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES – WRCRWA
RECLAIMED WATERLINE PROJECT, RFP 22-081RH)

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

CITY OF CORONA

By: _____
Savat Khamphou, P.E.
Public Works Director/City Engineer

Reviewed By: _____
Mohammed Ibrahim P.E.
Senior Engineer

Reviewed By: _____
Yasmin Lopez
Purchasing Manager

Attest:

Sylvia Edwards, City Clerk
City of Corona, California

CONSULTANT’S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH AKM CONSULTING ENGINEERS
(CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES – WRCRWA
RECLAIMED WATERLINE PROJECT, RFP 22-081RH)

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

AKM CONSULTING ENGINEERS
a California corporation

By: _____
Zeki Kayiran, P.E.
President & Chief Executive Officer

By: _____
Mehmet Kayiran
Chief Financial Officer

EXHIBIT "A"
SCOPE OF SERVICES

Consultant, acting as an agent of City, shall provide construction management, inspection, administrative, and related services as required to manage the construction contract, monitor, and coordinate activities of the Contractor to complete the Project in accordance with City 's objectives for cost, time, and quality. The Consultant shall provide sufficient organization, personnel, and management to carry out the requirements of the City. Consultant shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely. In addition to the requirements specified elsewhere in this contract, the following also shall apply:

1. Consultant shall conform to the safety provisions of OSHA's Construction and Safety Manuals.
2. Consultant 's personnel shall wear safety hard hats, safety vests, safety glasses, steel-toed shoes, or other approved attire at all times while working in the field.
3. Consultant shall provide appropriate safety training for all Consultant's personnel required to work on and near the Project site.
4. All safety equipment and personnel protective devices and gear shall be provided by the Consultant.

Under the direction of the City Project Manager, the Consultant shall perform construction management, inspection, soils and materials testing, and incidental City-directed testing services, as well as office engineering and field calculations to support the construction of the Project.

1. Construction Management

A Construction Manager will be required to supervise the activities of the construction management team, monitor the Contractors' progress, and report to the City Project Managers. It is expected one Construction Manager will be balancing two concurrent projects with assistance from clerical or inspection personnel as needed.

In addition, the Construction Manager, may perform field inspection tasks listed below that fall within his area of expertise.

In general, the Construction Manager shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project. Construction Manager shall be able to understand and interpret Plans and Specifications and shall be familiar with the Construction Specifications Institute (CSI) specifications system, Greenbook (Standard Specifications for Public Works Construction), City Standards, and OSHA Construction Safety Orders. Construction Manager shall be able to interact professionally with City personnel, contractors, engineers, property owners, business owners, and the public at large; coordinate with other City

personnel; promote quality customer service; and respond promptly and courteously to requests. Construction Manager shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing. Under the direction of the City Project Manager, Construction Manager will assume the following functional responsibilities and shall possess experience in all of these areas:

- a. Analyze the Project Plans and Specifications for possible errors and deficiencies and report such findings to the City Project Manager.
- b. Provide continuous construction management of the work of the Contractor at the site when being performed. Monitor the work of the Contractor for compliance with the Contract Documents and review testing and inspection reports.
- c. Provide full-time field inspection or assist any Field Inspector(s) in performance of inspection tasks, as necessary, to ensure all work is in compliance with project plans and specifications and per federal, state and local requirements.
- d. Prepare daily activities reports.
- e. Prepare monthly progress reports.
- f. Schedule and attend construction progress meetings. Prepare agendas and meeting minutes for construction progress meetings.
- g. Identify actual and potential problems associated with the Project and recommend sound engineering solutions to the City.
- h. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and Project personnel.
- i. Prepare calculations, records, reports, and correspondence related to Project activities and progress pay estimates.
- j. Verify the Contractor maintains the record drawings up-to-date during construction.
- k. Schedule, track, and document field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests.
- l. Observe installation and testing of electrical, instrumentation and control systems within the limits of his/her knowledge and experience.
- m. Prepare quantity measurement and calculations for progress pay estimates, documentation of Contractor work performance and project events, keeping records of extra work performance, implementation of minor changes in the work, implementation of revisions to the plans and specifications, and development of estimates for contract change orders. Review extra work invoices.
- n. Prepare contract change orders on City-provided forms within 30 calendar days of completion of change order work. Prepare balancing change order to identify extra works costs and credits for deleted or reduced work within 30 calendar days of project completion.

- o. Prepare Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.
- p. Review Contractor's schedule update data and status reports.
- q. Report promptly to the City Project Manager and notify the Contractor of safety violations observed during the inspection of Work.
- r. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- s. Prepare weekly statement of working days and deliver to Contractor on a weekly basis.
- t. Fill out incident (accident) reports and deliver to the City Project Manager within 72 hours of an incident or accident.
- u. Report by telephone or text to the City Project Manager or Public Works management any incident on or near the project, or related to the project activities, involving a response by emergency personnel, altercation or dispute with members of the public, or regulatory actions taken by an authorized government agent.
- v. Photograph construction progress and key elements of construction daily. Store photos on a share file site not less than weekly.
- w. Submit daily inspection reports by e-mail **daily** to the City Project Manager and selected Public Works management personnel.
- x. Prepare checklists and schedule of critical startup and commissioning items.
- y. Coordinate instrumentation and control system integration and startup with the City, the City's system integrator, Contractor, electrical sub-contractor, and design engineer to facilitate a successful startup and commissioning effort.
- z. Document all Contractor delays, reasons for delay, length of time for delay, and phases of work.
- aa. Monitor the maintenance of "As-Built" plans and other record documents.
- bb. Prepare a punch list of incomplete or unsatisfactory items for the Contractor to complete and participate in final inspections.
- cc. Normal working hours within the WRCRWA Plant, Riverview Recreation Park, and on Baron Dr are between 8:00 a.m. and 4:30 p.m.; within River Rd are between 9:00 p.m. and 5:00 a.m. with a lunch break, subject to minor adjustments based on Contractor's schedule.
- dd. Perform other related duties as required.
- ee. Maintain continuous communication with the City Project Manager and other field personnel and staff.

2. Field Inspection

The number of Consultant inspection personnel required for the Project is expected to vary based on the needs of the Project. Field Inspectors shall possess knowledge, skills, abilities, experience, and certifications required to inspect construction activities in progress. Where possible, Construction Manager may fulfill functions of Field Inspector to reduce expenses. In general, a Field Inspector shall have the necessary experience and know-how of construction equipment, materials, methods, and workmanship for the specific work to be performed on the project in their area of expertise. Field Inspector(s) shall be able to understand and interpret Plans and Specifications and shall be familiar with the Construction Specifications Institute (CSI) specifications system, Greenbook (Standard Specifications for Public Works Construction), City Standards, and OSHA Construction Safety Orders. Field Inspector(s) shall be certified in cases where special inspection is required and not otherwise provided by the City through third-party testing. Field Inspector(s) shall be able to interact professionally with City personnel, contractors, engineers, property owners, business owners, and the public at large; coordinate with other City personnel; promote quality customer service; and respond promptly and courteously to requests. Field Inspector(s) shall be able to follow verbal and written instructions, communicate clearly and concisely, both orally and in writing. Under the direction of the Construction Manager, Field Inspector(s) will assume the following functional responsibilities and shall possess experience in all of these areas:

- a. Provide continuous full-time inspection of the Work of the Contractor at the site when being performed. Provide inspection of Work at off-site locations when required to ensure compliance with Construction Contract requirements. Observe the work of the Contractor for compliance with the Contract Documents and review testing and inspection reports.
- b. Perform and assist in performing the daily duties of construction quality assurance inspection and engineering including: excavation, compaction, subgrade inspection, backfill, base, paving, structures inspection, electrical inspection, welding inspection, drainage system inspection, underground utility construction inspection, quantity calculations, checking grade and alignment, monitoring construction site cleanliness, observing materials sampling and testing, and ensuring that all work is in compliance with project plans and specifications and per federal, state and local requirements.
- c. Prepare daily activities reports.
- d. Attend construction progress meetings as required.
- e. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- f. Prepare calculations, records, reports, and correspondence related to project activities and progress pay estimates.
- g. Review the Contractor's as-built drawings on a weekly basis to verify they are being updated as construction progresses.

- h. Analyze the Project Plans and Specifications for possible errors and deficiencies and report such findings to the Construction Manager.
- i. Observe the performance of a variety of field quality control tests such as relative compaction, concrete slump tests, concrete cylinders, and other required field-tests. Consultant's inspectors shall observe and report on the performance of all tests and special inspections performed by independent third-party testing laboratories and inspectors to ensure compliance with the Construction Contract requirements (federal, state and local) requirements.
- j. Observe setup and implementation of traffic control measures and ensure compliance with engineered traffic control plans and the California MUTCD.
- k. Observe installation and testing of electrical, instrumentation, and control systems.
- l. Assist the City with quantity measurement and calculations for progress pay estimates, documentation of Contractor work performance and project events, keeping records of extra work performance, implementation of minor changes in the work, implementation of revisions to the plans and specifications, and development of estimates for contract change orders. Review extra work invoices.
- m. Assist in preparing Force Account extra work reports and potential claim reports and be available to attend and support any change order and claim settlements meetings.
- n. Assist in review of Contractor's schedule update data and status reports.
- o. Report promptly to the Construction Manager and notify the Contractor of safety violations observed during the inspection of Work.
- p. Report by telephone or text to the City Project Manager or Public Works management any incident on or near the project, or related to the project activities, involving a response by emergency personnel, altercation or dispute with members of the public, or regulatory actions taken by an authorized government agent.
- q. Maintain continuous 24-hour telephone accessibility during construction activity for emergency use.
- r. Fill out incident (accident) reports within 72 hours of an incident or accident.
- s. Photograph construction progress and key elements of construction daily. Store photos on a share file site not less than weekly.
- t. Prepare checklists and schedule of critical startup and commissioning items.
- u. Coordinate instrumentation and control system integration and startup with the City, the City's system integrator, Contractor, electrical sub-contractor, and design engineer to facilitate a successful startup and commissioning effort.
- v. Assist in the preparation of "As-Built" plans and other record documents.
- w. Assist in the preparation of a punch list of incomplete or unsatisfactory items for the Contractor to complete and participate in final inspections.
- x. For WRCRWA Reclaimed Waterline: Normal working hours within the WRCRWA Plant, Riverview Recreation Park, and on Baron Dr are between 8:00 a.m. and 4:30

p.m.; within River Rd are between 9:00 p.m. and 5:00 a.m. with a lunch break, subject to minor adjustments based on Contractor's schedule.

- y. Perform other related duties as required.
- z. Maintain continuous communication with the Construction Manager and other field personnel and staff.

3. Geotechnical and Materials Testing and Inspection

Consultant shall provide geotechnical and materials testing and inspection services for the Project. The Contractor's schedule shall determine the timing of services required. Services will be scheduled by the Consultant's Construction Manager. Geotechnical and materials testing and inspection services shall include:

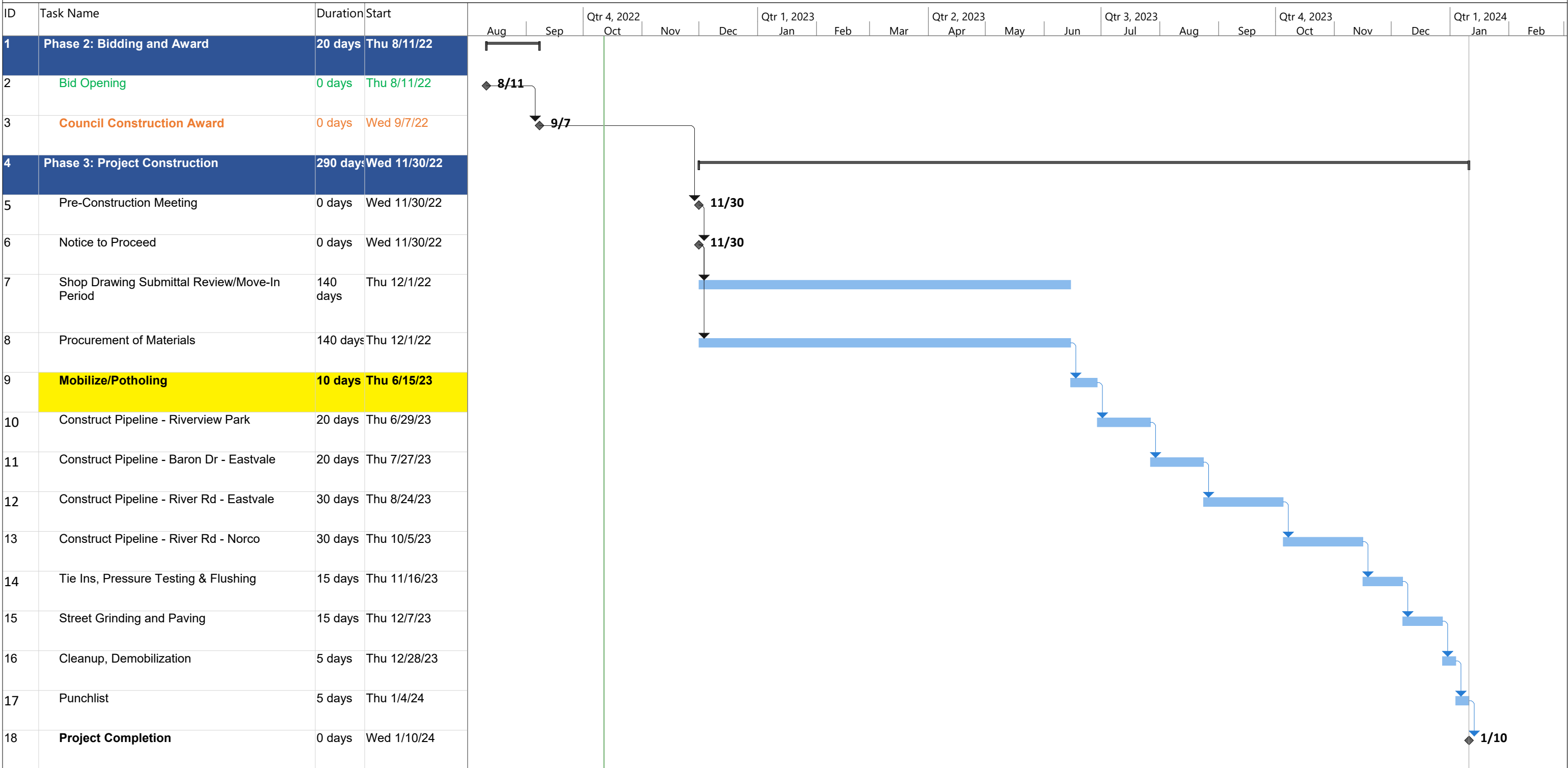
- a. Geotechnical relative compaction testing of structural foundation and backfill, building footings, retaining wall footings, pipeline bedding and backfill, and relative compaction testing for asphalt concrete. Testing shall be required at least daily during pipeline construction, and as required for structural foundation and backfill. Consultant shall budget for at least 4 hours of compaction testing per day of pipeline construction.
- b. Laboratory maximum dry density and optimum moisture content test of the soil and aggregates.
- c. Preparation of daily field reports to include results of the field compaction testing and laboratory testing to confirm if bedding, backfill subgrades and pavements are installed in accordance to the plans and specifications.
- d. Inspection/sampling of concrete placement, including compressive strength testing of concrete cylinders. One cylinder shall be broken at 7 days, one at 14 days, and two at 28 days. A fifth cylinder shall be collected but will not be broken unless necessary due to low strength results. Provide compressive strength testing reports within two business days of testing.
- e. Masonry block wall inspection and sampling/testing of masonry block and grout for compressive strength.
- f. Special inspection as identified on the construction drawings and as required by building code.
- g. Final geotechnical and materials testing report documenting the Project soils and materials testing results, including maps showing locations of tests, summary of test results, and appendices with field reports.

Consultant services and personnel required for the Project are expected to vary throughout the duration of the Project.

EXHIBIT "B"
SCHEDULE OF SERVICES

[PROJECT SCHEDULE ON FOLLOWING PAGE]

**City of Corona
Public Works Department
WRCRWA Reclaimed Waterline Project**



**EXHIBIT “C”
COMPENSATION**

Total compensation shall not exceed Two Hundred Forty-nine Thousand Nine Hundred Twenty-two Dollars without prior written authorization from City’s Representative.

CONSULTANT’S HOURLY RATE SCHEDULE

Labor Classification	Hourly Rate 2022
Principal	\$239
Principal Engineer	\$239
Project Manager	\$220
Project Engineer	\$221
Senior Construction Manager	\$170
QA/QC Manager	\$219
Senior Engineer	\$203
Senior Field Engineer / Inspector	\$155
Field Engineer / Inspector	\$163
Associate Engineer	\$158
Staff Engineer	\$140
Financial Analyst	\$128
Senior Designer / Senior CADD Technician	\$110
Designer / CADD Technician	\$102
Assistant Engineer	\$101
Engineering Technician	\$93
Engineering Aide	\$79
Office Support	\$79
Data or Word Processing	\$77

**EXHIBIT “D”
FUNDING SOURCE REQUIREMENTS**

This Project is subject to partial funding from the Bureau of Reclamation (BOR) in accordance Section 1656, Title XVI of Public Law 102-575, as amended, and by the Riverside County Flood Control and Water Conservation District (RCFCWCD). Consultant and all subconsultants shall comply with all applicable federal and state laws, rules, and regulations, including but not limited to the funding requirements of the Cooperative Agreement Between Bureau of Reclamation and City of Corona, Department of Water and Power for Corona Comprehensive Reclaimed Water Conversion – Phase I, the prohibition against contractors who are debarred from federal contracting; and the Funding Agreement between the Riverside County Flood Control and Water Conservation District and the City of Corona for the WRCWRA – Bluff Street Reclaimed Water Pipeline, Project No. 2-6-00993. The BOR Cooperative Agreement and the RCFCWCD Funding Agreement are included in Exhibit “E” Funding Source Agreements, attached hereto and incorporated herein by reference.

Consultant shall cooperate to ensure full compliance with the following requirements including, but not limited to:

1. **Contracting with Small and Minority Businesses, Women’s Businesses and Labor Surplus Area.** Consultant and its subconsultants must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - (a) Placing qualified small and minority owned businesses and women’s business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (f) Requiring the consultant, if subcontracts are to be let, take the affirmative steps listed in paragraphs i. through v. of this section.
2. **Debarment and Suspension (2 CFR 1400).** The requirements set forth in 2 CFR 1400 – Government Debarment and Suspension (Nonprocurement), which adopt the common

rule for the governmentwide system of debarment and suspension for nonprocurement activities are hereby incorporated herein by reference and made a part of this Agreement. By entering into this Agreement with the City, Consultant agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

3. **Trafficking Victims Protection Act of 2000 (2 CFR §175.15)**. Trafficking Victims Protection Act of 2000 is incorporated herein by reference. Consultant, its employees, and subconsultants and their employees may not (1) engage in severe forms of trafficking in persons during the term of the contract; (2) procure a commercial sex act during the term of the contract; or (3) use forced labor in the performance of the contract. Consultant must include this provision in its contracts and subcontracts under the contract. Consultant must inform the City immediately of any information regarding a violation of the foregoing. Consultant understands that failure to comply with this provision may subject the City to loss of federal funding. The City may unilaterally terminate the contract if Consultant, its employees or subconsultants or their employees are determined by the BOR to have violated the foregoing.

4. **New Restrictions on Lobbying (43 CFR §18)**. New Restrictions on Lobbying (43 CFR 18) are incorporated herein by reference. Consultant and its subconsultants shall ensure that:
 - (a) No federal funds have been paid or will be paid, by or on behalf of the Consultant and its subconsultants, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, and 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.

 - (b) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

Consultant and its subconsultants agree to comply with 43 CFR 18, New Restrictions on Lobbying. Consultant and its subconsultants agree to submit certification and disclosure forms in accordance with these provisions. 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 consultant or

subconsultant who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. **System For Award Management (SAM) and Universal Identifier Numbering System (2 CFR 25, Appendix A).** The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Consultant and its subconsultants must comply with CCR requirements by maintaining current registration in the SAM.gov registry (SAM.GOV | HOME). A unique entity identifier and be registered in SAM (SAM.gov/content/entity-registration) is one of the requirements for registration in SAM.

- (a) Unless exempted from this requirement under 2 CFR 25.110, Consultant and its subconsultants must maintain the currency of their information until the final financial report required under this award is submitted or receipt of final payment, whichever is later. Consultants and its subconsultants are required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information or another award term.
- (b) Consultant must notify potential subconsultants that no entity may receive a contract for the work unless the entity has provided its unique entity identifier number to you.
- (c) Consultant may not enter into subcontracts with an entity unless the entity has provided its unique entity identifier number to contractor.
- (d) Consultant must include this provision in its contracts and subcontracts under the contract pursuant to 2 CFR 25 Appendix A.

6. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).** These Whistleblower Rights and Requirement to Inform Employees of Whistleblower rights are hereby incorporated into the Agreement by reference between the City and Consultant and shall be incorporated into any contracts between the Consultant and any subconsultants.

- (a) Contractor, its employees, contractors, and subcontractors and their employees working on the project are subject to the whistleblower rights and remedies in the Federal pilot program to enhancing whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal year 2013 (P.L. 112-239).
- (b) Contractor and its subcontractors shall inform their employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) Contractor shall insert the substance of this clause, including this paragraph (3) in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

7. **Debarment and Suspension (Executive Orders 12549 and 12689).** Debarment and Suspension requirements subject to Executive Orders 12549 and 12689 are incorporated herein by reference into this Agreement between the City and Consultant and shall be incorporated into any contracts between the Consultant and its subconsultants. A contract award must not be made to parties listed on the government wide exclusions in the System For Award Management (SAM) in accordance with OMB Guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235) Debarment and Suspension. SAM exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies as well as parties declared ineligible under statutory authority other than Executive Order 12549. Consultant certifies the following and requires its subconsultants to agree to submit certification and disclosure forms in accordance with these provisions:
- (a) Consultant certifies, to the best of his or her knowledge and belief, that neither it nor its principals nor any of its subconsultants are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any federal department or agency or by the State of California and at all times during the term of the contract that neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of California. The term “principal” for purposes of this contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the contractor.
 - (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. If it is later determined that the contractor did not comply with 2 C.F.R. 180, in addition to remedies available to Consultant, the City or BOR may pursue available remedies, including but not limited to suspension and/or debarment.
 - (c) Consultant agrees to comply with the requirements of 2 C.F.R. 180 while the Agreement is valid and agrees to include a provision requiring such compliance in its lower tier covered transactions.
8. **Clean Air Act.** The requirements set forth in the Clean Air Act (42 U.S.C. 7401 et seq.) are incorporated herein by reference and Consultant shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act as amended. Consultant agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds. Consultant and all subconsultants shall comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.). Violations must be reported to the City, the BOR and the regional office of the Environmental Protection Agency (EPA).

9. **Federal Water Pollution Control Act.** The requirements set forth in the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) are incorporated herein by reference and Consultant shall comply with all applicable standards, orders or regulations pursuant to the federal Water Pollution Control Act. Consultant agrees to report each violation to the City and Regional Office of the Environmental Protection Agency (EPA). Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance funds. Consultant and all subconsultants shall comply with all applicable standards, orders or requirements issued under the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations must be reported to the City, the BOR and the regional office of the Environmental Protection Agency (EPA).
10. **Access to Records.** Contractor agrees to provide City and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
11. **Reporting Requirements.** Upon execution of this Agreement and until three years following final disbursement, Contractor and its subcontractors shall maintain records pertaining to this Agreement for each covered worker and make available for inspection to the City upon request.
12. **Additional Insured Requirements. I**
 - (a) **Commercial General Liability:** In addition to the City's requirements to list the City of Corona, its directors, officials, officers, employees, agents and volunteers as additional insured on its commercial general liability insurance policy, Consultant shall include the City of Eastvale, City of Norco and the Bureau of Reclamation, their directors, officials, officers, employees, agents and volunteers, and the Riverside County Flood Control and Water Conservation District, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority, County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, board of supervisors, employees, elected or appointed officials, agents or representatives shall be covered as additional insureds with respect to the work or operations performed by or on behalf of Consultant and with respect to the products and completed operations hazard. The endorsement form shall be at least as broad as iso form CG2010 11 85 or both CG2037 and one of the following: CG2010, CG2026, CG2033 or CG2038; (2) the insurance coverage shall be primary insurance as respects the city, its directors, officials, officers, employees, agents and volunteers (the endorsement shall be at least as broad as iso form CG2001 0413). Any insurance or self-insurance maintained by the city, its directors, officials, officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the Consultant's insurance shall apply separately to each insured

against whom claims are made or suits are brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

- (b) Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City of Corona, City of Eastvale, City of Norco, and Bureau of Reclamation, their directors, officials, officers, employees, agents and volunteers, and the Riverside County Flood Control and Water Conservation District, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives for losses paid under the terms of the insurance policy which arise from Work or Services performed by Consultant, its employees, agents and subconsultants.
- (c) All Policies – Endorsements Preferred: The following provisions shall apply to all insurance policies required under this Agreement, including any optional insurance coverages outlined in this Section and failure to comply shall be considered to be a breach of this Contract by Consultant. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply:
- (1) Waiver of Subrogation. Consultant hereby waives all rights of subrogation any insurer of Consultant may acquire against the City of Corona, City of Eastvale, City of Norco, and Bureau of, their directors, officials, officers, employees, agents and volunteers and the Riverside County Flood Control and Water Conservation District, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives for losses paid under the terms of any insurance policy, which arise from Work or Services performed by the Consultant. Consultant understands that this provision is in full force and effect even if the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority does not receive a waiver of subrogation endorsement from the insurer.
 - (2) Notice. Consultant shall either (1) require its insurer to provide thirty (30) days prior written notice to the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority before

coverage is suspended, voided, or canceled; or (2) notify City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority in writing that such notice is not available and forward any notice of such actions to the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority does not receive a notice of cancellation endorsement from the insurer.

(d) All Policies – Other Provisions: The following provisions shall apply to all insurance policies required under this Contract, including any optional insurance coverages outlined in this Section 5-4 and specified in the Special Provisions, and failure to comply shall be considered to be a breach of this Agreement by Consultant:

(1) Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims made basis: (A) the retroactive date must be shown and must be before the date on which any Work or Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance provided for at least five (5) years after completion of the Project; and (C) if coverage is cancelled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Work or Services under this Agreement commence, Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

(2) Broader Coverage. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority is entitled to the broader coverage and/or higher limits maintained by the Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority. Further, the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it

limit the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority from taking such other actions available to the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority under other provisions of the Contract Documents or law.

- (3) Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority. The City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority may require the Consultant to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority.
- (4) Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.
- (5) Verification of Coverage. Consultant shall furnish City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater

Authority with original certificates of insurance as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City of Corona before any Work commences; provided, however, that failure to obtain the required documents prior to commencement of Work shall not waive Consultant's obligation to provide them. The City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

- (6) Failure to Procure Insurance. Consultant's failure to procure or maintain required insurance shall constitute a material breach of contract under which the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority may immediately terminate the Agreement or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premium in connection herewith, and recover all monies paid from Consultant, or deduct all monies so paid from payments due Consultant.

- (7) Subconsultants. Consultant shall make certain that any and all subconsultant shall comply with each and every insurance provision of this Section. Consultant shall, therefore, not allow any subconsultant to commence work on any subcontract or to perform any part of the Work until it has provided evidence satisfactory to the City of Corona that the subconsultant has secured all insurance required under this Agreement. If any subconsultant's coverage does not comply with the foregoing provisions, Consultant shall indemnify and hold the City of Corona, City of Eastvale, City of Norco, Riverside County Flood Control and Water Conservation District, Bureau of Reclamation, Riverside County Regional Park and Open-Space District, Western Riverside County Regional Wastewater Authority harmless from any damage, loss, cost, or expense, including attorney fees, incurred by the City as a result thereof.

EXHIBIT "E"
FUNDING SOURCE AGREEMENTS

**[BUREAU OF RECLAMATION AND RIVERSIDE COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT FUNDING AGREEMENTS AND
AMENDMENTS ON FOLLOWING PAGES]**

COOPERATIVE AGREEMENT

BETWEEN

BUREAU OF RECLAMATION

AND

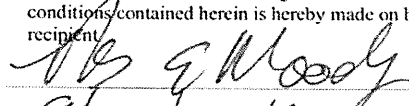
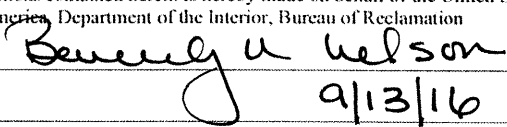
CITY OF CORONA
DEPARTMENT OF WATER AND POWER

FOR

CORONA COMPREHENSIVE
RECLAIMED WATER CONVERSION – PHASE 1

AGREEMENT NO. R16AC00102

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R16AC00102		1B. MOD NUMBER N/A		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT Municipal Government	
4. ISSUING OFFICE Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City, Nevada 89006-1470				5. RECIPIENT City of Corona Department of Water and Power 755 Public Safety Way Corona, California 92880			
				EIN #:		956000697	
				DUNS #:		088513155	
				County:		Riverside	
				Congress. Dist:		42	
6. GRANTS MANAGEMENT SPECIALIST James J. Duffy, LC-10106 Bureau of Reclamation P.O. Box 61470 Boulder City, Nevada 89006-1470 Phone: 702-293-8156; Email: jduffy@usbr.gov				7. RECIPIENT PROJECT MANAGER Jacqueline Zukeran, Project Administrator City of Corona Department of Water and Power 755 Public Safety Way Corona, California 92880 Phone: 951-739-4983; Email: Jacqueline.Zukeran@ci.corona.ca.us			
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Dennis Wolfe, SCAO-2000 Bureau of Reclamation 27708 Jefferson Ave., Suite 202 Temecula, California 92590 Phone: 951-695-5310; Email: dwolfe@usbr.gov				9A. INITIAL AGREEMENT EFFECTIVE DATE: See Block 17a		9B. MODIFICATION EFFECTIVE DATE: N/A	
				10. COMPLETION DATE December 31, 2019			
11A. PROGRAM STATUTORY AUTHORITY Section 1656, Title XVI, P.L. 102-575, as amended						11B. CFDA Number 15.504	
12. FUNDING INFORMATION		RECIPIENT/OTHER		RECLAMATION		13. REQUISITION NUMBER 0020109361	
Total Estimated Amount of Agreement		\$12,000,000.00		\$4,000,000.00		14A. ACCOUNTING AND APPROPRIATION DATA WBS: RN.20106001.1950000 Fund: 16XR0680B1 (\$3,785,000.00) 14XR0680B1 (\$94,908.65) XXXR0680B1 (\$91.35) Cost Center: RR03510000 UPC: 411C0000	
This Obligation		\$12,000,000.00		\$3,880,000.00			
Previous Obligation		\$0.00		\$0.00		14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0680	
Total Obligation		\$12,000,000.00		\$3,880,000.00			
Cost-Share %		75%		25%			
15. PROJECT TITLE Corona Comprehensive Reclaimed Water Conversion - Phase I							
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient. BY:  DATE: 9/12/2016				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY:  DATE: 9/13/16			
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER Tom Moody Assistant General Manager 951-279-3660 <input type="checkbox"/> Additional signatures are attached				17b. NAME OF GRANTS OFFICER Beverly K. Nelson Grants Officer 702-293-8524			

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TABLE OF CONTENTS

I. OVERVIEW AND SCHEDULE	4
1. AUTHORITY	4
2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION	4
3. BACKGROUND AND OBJECTIVES	5
4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY	5
5. SCOPE OF WORK AND MILESTONES	6
6. RESPONSIBILITY OF THE PARTIES	9
7. BUDGET	10
8. KEY PERSONNEL	12
9. REPORTING REQUIREMENTS AND DISTRIBUTION.....	14
10. REGULATORY COMPLIANCE	17
11. AGENCY REVIEW OF PAYMENTS WITHIN AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM.....	17
II. RECLAMATION STANDARD TERMS AND CONDITIONS.....	18
1. REGULATIONS.....	18
2. PAYMENT	18
3. PROCUREMENT STANDARDS (2 CFR§200.317 through §200.326)	22
4. EQUIPMENT (2 CFR §200.313)	31
5. SUPPLIES (2 CFR §200.314)	33
6. INSPECTION	34
7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501)	34
8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338).....	35
9. TERMINATION (2 CFR §200.339).....	36
10. DEBARMENT AND SUSPENSION (2 CFR §1400)	36
11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)	36
12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE	37
13. COVENANT AGAINST CONTINGENT FEES	37
14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)	37
15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18).....	39
16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 <i>et seq.</i>).....	40
17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)	41
18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING	42
19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)	43
20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEPT 2013).....	47
21. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APPENDIX XII to 2 CFR Part 200).....	47

**Cooperative Agreement
Between
Bureau of Reclamation
And
City of Corona Department of Water and Power
For
Corona Comprehensive Reclaimed Water Conversion - Phase I**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Cooperative Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and City of Corona Department of Water and Power, hereinafter referred to as the “City”, “Recipient” or “Grantee,” pursuant to Section 1656, Title XVI of P.L. 102-575, as amended. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

SEC. 1656. CITY OF CORONA WATER UTILITY, CALIFORNIA, WATER RECYCLING AND REUSE PROJECT

(a) **AUTHORIZATION.**--The Secretary, in cooperation with the City of Corona Water Utility, California, is authorized to participate in the design, planning, and construction of, and land acquisition for, a project to reclaim and reuse wastewater, including degraded groundwaters, within and outside of the service area of the City of Corona Water Utility, California.

(b) **COST SHARE.**--The Federal share of the cost of the project authorized by this section shall not exceed 25 percent of the total cost of the project.

(c) **LIMITATION.**—The Secretary shall not provide funds for the operation and maintenance of the project authorized by this section.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The City of Corona, California, is converting potable water irrigation to reclaimed water at various parks, schools, common areas, landscaped medians, a municipal golf course, and an industrial park as part of Phase 1 of the Corona Comprehensive Reclaimed Water Conversion Project. Upon completion, the Project will be able to deliver to the City of Corona an additional source or reclaimed water from the Western Riverside County Regional Wastewater Authority (WRCRWA) Plant in an amount varying from 3,055 to 10,081 acre-feet per year (AFY) of reclaimed water. Funding for Phase 1 of the Project will be used for planning, design, environmental compliance and construction of 24,100 linear feet of reclaimed water pipelines. The project will reduce imported water purchases and contribute to the City’s goal of increasing a sustainable local water supply.

3. BACKGROUND AND OBJECTIVES

The City is located approximately 45 miles southeast of Los Angeles in western Riverside County and has a population of about 150,000. The City operates its own water system, and has been serving reclaimed water to customers since the summer of 2006. Currently, the reclaimed water system produces 7 million gallons per day or 7,084 acre-feet per year (AFY) and delivers an average of 3.65 million gallons per day (mgd) (4,0893,540 AFY) of reclaimed water to customers. Construction of the facilities covered by this agreement will allow the delivery of an additional 667 acre-feet of reclaimed water annually. The City's reclaimed water system funded under the Title XVI authority will ultimately be able to provide approximately 15,376 acre-feet per year (AFY) of reclaimed water.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is \$4,000,000.00, of which the initial amount of federal funds available is limited as indicated by "this obligation" within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

It is recognized and agreed that all costs incurred by Reclamation related to the development and administration of this Agreement are considered part of the total costs of the Project, and therefore the Recipient agrees to provide 75 percent of these costs in accordance with the authorization. These costs include, but are not limited to, salary, overhead, travel, and other costs directly or indirectly related to the Agreement, as determined by Reclamation. Following the completion of each quarter of the fiscal year, Reclamation shall provide the Recipient with a statement of Reclamation's costs for the previous quarter. The Recipient may request explanations or a review of the costs included in the statement; however, Reclamation's determination as to the validity of the costs is final. The Recipient's 75 percent share of Reclamation's costs will be deducted from payments processed by Reclamation under this Agreement.

4.1 Status of expenditures prior to the finalization of an approved budget

No incurrence of costs nor expenditures made by the Recipient shall be considered allowable, allocable, or reasonable until such time as a final negotiated budget is formalized and included within this agreement by formal modification. Any incurrence of costs or expenditures by the recipient will not be eligible for reimbursement nor count towards the recipient's required share of costs prior to the incorporation of the approved budget. Said costs may be reconsidered for reimbursement or inclusion towards the recipient's cost share as they pertain to the finalized budget.

5. SCOPE OF WORK AND MILESTONES

The City will perform the necessary planning activities (including environmental compliance, alignment studies, and preliminary designs and estimates) and prepare the final designs for 16 components of their reclaimed water delivery system, as listed below. In addition, this agreement covers the construction of the first five of these components listed below.

5.1 Old Temescal

Plan, design, and construct an 8-inch reclaimed water pipeline on Old Temescal Road between Fullerton Street and Interstate 15. The pipeline will be approximately 4,500 feet long and will deliver reclaimed water to support irrigation of the Bel Air Development open space and greenways.

5.2 Lincoln Avenue

Plan, design, and construct an 8-inch reclaimed water pipeline on Lincoln Avenue from Railroad Street to State Route 91. The pipeline will be approximately 2,500 feet long and will deliver reclaimed water to support landscaped medians on Lincoln Avenue and State Route 91.

5.3 WRCWRA Line

Plan, design, and construct a 20-inch reclaimed source delivery pipeline. This pipeline will be approximately 5,000 feet long and has the capacity to deliver up to 9 mgd (10.081 AFY) of treated reclaimed water from the Western Riverside County Regional Wastewater Authority (WRCWRA) treatment facility to Bluff Street. This connection to a new source of high quality reclaimed water will enable the City to deliver reclaimed water for its entire portfolio of reclaimed water projects. Along the pipeline route, new fire hydrants will be installed every 300 feet to utilize reclaimed water for firefighting.

5.4 River Road

Plan, design, and construct an 8-inch reclaimed water pipeline on River Road from Corydon Avenue to Lincoln Avenue. The pipeline will be approximately 7,800 feet long and will deliver water to irrigate green spaces at Fairview Park, a multi-school campus, and River Road Park.

5.5 California Industrial Complex

Plan, design, and construct an 8-inch reclaimed water pipeline intertie. The pipeline will be approximately 4,300 feet long and will deliver reclaimed irrigation water to support one of the City's largest water users.

5.6 Corona Ranch Storage Tank and Fill Line

Plan and design a storage tank (about 2.14 million gallons) to provide irrigation to Hidden Valley municipal golf course. Also includes a 16-inch fill pipeline approximately 14,000 feet long.

5.7 Promenade Avenue

Plan and design a 12-inch reclaimed water pipeline on Promenade Avenue from McKinley to State Route 91. The pipeline will be approximately 5,800 feet long.

5.8 Chase Park

Plan and design an 8-inch reclaimed water intertie pipeline to Chase Park. The pipeline will be approximately 1,400 feet long.

5.9 Tehachapi Park

Plan and design a 6-inch reclaimed water intertie pipeline to Tehachapi Park. The pipeline will be approximately 1,500 feet long.

5.10 Cresta Verde Park

Plan and design a 6-inch reclaimed water intertie pipeline to Cresta Verde Park. The pipeline will be approximately 1,700 feet long.

5.11 Main Street Storage Tank and Fill Line

Plan and design a storage tank (about 2.14 million gallons) to provide operational storage for the reclaimed water system. Also includes a 16-inch fill pipeline approximately 3,300 feet long.

5.12 Main and Ontario

Plan and design 8-inch reclaimed water pipelines on Main Street and Ontario Avenue. The pipelines will be approximately 5,500 feet long.

5.13 Rimpau / Fullerton Avenue

Plan and design an 8-inch reclaimed water pipeline on Rimpau Avenue at City Park to Magnolia Avenue, then to Fullerton Avenue. Total length of pipelines will be approximately 9,100 feet.

5.14 Chase Drive

Plan and design an 8-inch reclaimed water pipeline intertie to Chase Drive Foothill – 4 Kings. Total length of pipeline is approximately 1,900 feet.

5.15 Mountain Gate Drive

Plan and design an 8-inch reclaimed water pipeline intertie to Mountain Gate Drive. The pipeline will be approximately 3,400 feet long.

5.16 Sierra Bella

Plan and design 12-inch reclaimed water pipeline interties to Sierra Bella and Serfas Club. Total pipeline length is approximately 2,500 feet.

5.17 Milestone Schedule

The work will be accomplished according to the schedule shown below.

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Planning, Old Temescal	September 2015	April 2016
Planning, Lincoln Ave	September 2015	April 2016
Planning, WRCWRA Line	September 2015	April 2016
Planning, River Road	September 2015	April 2016
Planning, California Industrial	September 2015	April 2016
Planning, Corona Ranch Tank	September 2015	January 2017
Planning, Promenade Ave.	September 2015	September 2016
Planning, Chase Park	September 2015	September 2016
Planning, Tehachapi Park	September 2015	September 2016
Planning, Cresta Verde Park	September 2015	September 2016
Planning, Main Street Tank	September 2015	June 2017
Planning, Main and Ontario	September 2015	December 2016
Planning, Rimpau/Fullerton Ave.	September 2015	December 2016
Planning, Chase Drive	September 2015	December 2016
Planning, Mountain Gate Dr.	September 2015	December 2016
Planning, Sierra Bella	September 2015	December 2016
Design, Old Temescal	January 2016	January 2017
Design, Lincoln Ave	January 2016	January 2017
Design, WRCWRA Line	June 2016	January 2017
Design, River Road	November 2016	June 2017
Design, California Industrial	January 2017	July 2017
Design, Corona Ranch Tank	October 2017	October 2018
Design, Promenade Ave.	October 2017	October 2018
Design, Chase Park	October 2017	October 2018
Design, Tehachapi Park	October 2017	October 2018
Design, Cresta Verde Park	October 2017	October 2018
Design, Main Street Tank	October 2017	October 2018
Design, Main and Ontario	October 2017	October 2018
Design, Rimpau Ave.	October 2018	October 2019
Design, Chase Drive	October 2018	October 2019
Design, Mountain Gate Dr.	October 2018	October 2019
Design, Sierra Bella	October 2018	October 2019
Construction, Old Temescal	July 2017	December 2017
Construction, Lincoln Ave	July 2017	December 2017
Construction, WRCWRA Line	July 2017	December 2017
Construction, River Road	September 2017	February 2018
Construction, Calif. Industrial	November 2017	April 2018

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Additional Recipient Responsibilities include:

(a) Contribute at least 75 percent of the funds to complete the activities identified in the Scope of Work of this Agreement. These funds may be obtained from any non-Federal source.

(b) Collaborate with Reclamation in causing to be completed the activities identified in the Scope of Work of this Agreement.

(c) Consult with and seek input from Reclamation on maintaining the project within the work plan and project goals as stated in this Agreement, and seek Reclamation concurrence for any significant deviation from such work plan and project goals.

(d) Collaborate with Reclamation on technical and administrative aspects of the project through periodic scheduled meetings with Reclamation personnel or periodic written updates.

(e) Provide Reclamation with its reasoning, in writing, when the Recipient chooses not to implement Reclamation's written advice or comments on any technical aspect of fulfilling the requirements of this Agreement.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

6.2.2 Substantial involvement by Reclamation is anticipated during the performance of activities funded under this cooperative agreement. In support of this Agreement, Reclamation will be responsible for the following:

(a) Provide financial contribution not to exceed the available funding in accordance with Section I.4 (Period of Performance and Funds Availability), or 25 percent of the total project costs for the activities identified in the Scope of Work of this Agreement, whichever is less.

(b) Shall work with the Recipient as necessary to ensure that the Recipient adheres to the specified work plan and meets specified project goals as set forth in this Agreement.

(c) Shall not continue to advance funds nor award subsequent cooperative agreements to the Recipient for work on the project unless the Recipient is in full compliance with the requirements of the work plan and project goals that are included in this Agreement and has obtained Reclamation concurrence for any deviations therefrom.

(d) Shall provide scientific or administrative advice on the development of the project. Such advice will take into consideration factors such as: (1) the scientific complexities of the project; (2) the Recipient's progress in meeting project goals; and (3) the Recipient's ability to meet the proposed time schedule.

6.3 Joint Responsibilities

6.3.1 Within six (6) months of award, Reclamation and the recipient shall develop an approved, negotiated budget for the Scope of Work as defined in Section 5 of this agreement.

7. BUDGET

7.1 Budget Estimate. The budget for this agreement is in development and will be incorporated through modification once approved. No federal funds are available under this agreement until the approved budget is incorporated through modification.

7.2 Cost Sharing Requirement

At least 75% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Grants Officer prior to the expenditure. Recipients may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after September 1, 2015, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement. Such costs are only eligible for reimbursement or consideration for inclusion within the recipient's required share if they are deemed allocable, allowable, and reasonable to the finalized negotiated budget.

7.4 Allowable Costs (2 CFR Subpart E §200.400 through §200.475)

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR Subpart E, “Cost Principles”

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans (2 CFR §200.308)

In accordance with 2 CFR §200.308(g) the recipient must request prior written approval for any of the following changes:

- a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- b) Revisions which require additional Federal funds to complete the project.
- c) Revisions which involve specific costs for which prior written approval requirements may be imposed consistent with OMB cost principles listed in 2 CFR 200 Subpart E “Cost Principles”.

7.6 Modifications

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, changes to Reclamation Key Personnel, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR §200.338.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel

The Recipient's Project Administrator for this Agreement shall be:

Jacqueline Zukeran

City of Corona Department of Water and Power

755 Public Safety Way

Corona, California 92880

Phone: 951-739-4983

Email: Jacqueline.Zukeran@ci.corona.ca.us

8.2 Reclamation's Key Personnel

8.2.1 Grants Officer (GO):

Bureau of Reclamation

Beverly K. Nelson, LC-10000

P.O. Box 61470

Boulder City NV 89006-1470

Phone: 702-293-8524

Email: bnelson@usbr.gov

(a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:

- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (2) Approve through formal modification changes in the scope of work and/or budget;
- (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
- (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
- (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

8.2.2 Grants Officer Technical Representative (GOTR):

Bureau of Reclamation
Dennis Wolfe
Southern California Area Office
27708 Jefferson Avenue, Suite 202
Temecula CA 92590
Phone: 951-695-5310
Email: dwolfe@usbr.gov

(a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:

- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;
- (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
- (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;
- (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;

(b) The GOTR does not have the authority to and may not issue any technical assistance which:

- (1) Constitutes an assignment of additional work outside the scope of work of the Agreement;
- (2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
- (3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

8.2.3 Grants Management Specialist. The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Bureau of Reclamation
James J. Duffy, LC-10106
P.O. Box 61470
Boulder City NV 89006-1470
Phone: 702-293-8156
Email: jduffy@usbr.gov

9. REPORTING REQUIREMENTS AND DISTRIBUTION

9.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR §200.338.

9.2 Financial Reports. Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

9.3 Monitoring and reporting program performance (2 CFR §200.328)

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR §200.328(b)(2) above.

9.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 9.3 (2 CFR §200.328) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR §200.328) above.
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	For Quarterly Reporting: Federal fiscal quarters ending: December 31, March 31, June 30, September 30	Entire period of performance
Due Date*	For Quarterly Reporting: Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending December 31, 2016	N/A
Submit to:	Grants Officer at LCFA@usbr.gov	Grants Officer at LCFA@usbr.gov
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Quarterly	Final Report due upon completion of Agreement's period of performance
Reporting Period	For Quarterly Reporting: Federal fiscal quarters ending: December 31, March 31, June 30, September 30	Entire period of performance
Due Date*	For Quarterly Reporting: Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending December 31, 2016	N/A
Submit to:	Grants Officer at LCFA@usbr.gov	Grants Officer at LCFA@usbr.gov

* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for and will complete any appropriate environmental compliance requirements, as identified above, pertinent to Reclamation pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.

11. AGENCY REVIEW OF PAYMENTS WITHIN AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

Payment requests by the recipient through the ASAP system will require review and approval of the payment request by a Reclamation Grants Officer prior to disbursement.

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment. (2 CFR §200.305)

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

(i) The non-Federal entity receives less than \$120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interested earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer
Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency

Name (abbreviated when possible) and ALC Agency POC: Michelle Haney,
(301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check** payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at www.usbr.gov/mso/aamd/asap.html. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency". If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR§200.317 through §200.326)

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the 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, if the conditions in paragraph (c)(1) of this section apply.

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

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

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

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

4. EQUIPMENT (2 CFR §200.313)

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
- (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR §200.314)

See also §200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See §200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501)

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338)

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR §200.339)

(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity for cause;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR §1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 *CFR part 1400*.

(c) *Provisions applicable to any recipient.*

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions.* For purposes of this award term:

(1) “Employee” means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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.

(b) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify 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 not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any "displaced persons," as defined under the URA.

(b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.

(c) Exemptions to the URA and 49 CFR Part 24

(1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as "voluntary transactions." Such "voluntary transactions" are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).

(2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

- (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
- (ii) inform the owner in writing of what it believes to be the market value of the property.

(d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior's Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a state, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

21. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APPENDIX XII to 2 CFR Part 200)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER R16AC00102		1B. MOD NUMBER 001		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT City or Township Government	
4. ISSUING OFFICE Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City, Nevada 89006-1470				5. RECIPIENT City of Corona Department of Water and Power 755 Public Safety Way Corona, California 92880			
				DUNS #:	088513155	Congress. Dist:	42
6. GRANTS MANAGEMENT SPECIALIST Katherine Calagua, LC-10102 Bureau of Reclamation P.O. Box 61470 Boulder City, Nevada 89006-1470 Phone: 702-293-8526; Email: kcalagua@usbr.gov				7. RECIPIENT PROJECT MANAGER Jacqueline Zukeran, Project Manager City of Corona Department of Water and Power 755 Public Safety Way Corona, California 92880 Phone: 951-739-4983; Email: Jacqueline.Zukeran@ci.corona.ca.us			
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Dennis Wolfe, SCAO-2000 Bureau of Reclamation 27708 Jefferson Ave., Suite 202 Temecula, California 92590 Phone: 951-695-5310; Email: dwolfe@usbr.gov				9A. INITIAL AGREEMENT EFFECTIVE DATE: September 13, 2016		9B. MODIFICATION EFFECTIVE DATE: See Block 17a	
				10. COMPLETION DATE December 31, 2019			
11A. PROGRAM STATUTORY AUTHORITY Section 1656, Title XVI, P.L. 102-575, as amended						11B. CFDA Number 15.504	
12. FUNDING INFORMATION		<u>RECIPIENT/OTHER</u>		<u>RECLAMATION</u>		13. REQUISITION NUMBER N/A	
Total Estimated Amount of Agreement		\$11,346,828.67		\$3,782,276.23		14A. ACCOUNTING AND APPROPRIATION DATA WBS: RN.20106001.1950000 Fund: 16XR0680B1 (\$3,785,000.00) 14XR0680B1 (\$94,908.65) XXXR0680B1 (\$91.35) Cost Center: RR03510000 UPC: 411C0000	
This Obligation		(\$750,895.10)		\$0.00			
Previous Obligation		\$12,000,000.00		\$3,880,000.00			
Total Obligation		\$11,249,104.90		\$3,880,000.00			
Cost-Share %		75%		25%		14B. TREASURY ACCOUNT FUNDING SYMBOL 14X0680	
15. PROJECT TITLE Corona Comprehensive Reclaimed Water Conversion - Phase I							
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY: <u>Tom Moody</u> , Assistant General Manager of For Jonathan Daly DATE: <u>3/23/17</u>				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: <u>[Signature]</u> DATE: <u>03/29/2017</u>			
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER Jonathan Daly General Manager 951-736-2477 <input type="checkbox"/> Additional signatures are attached				17b. NAME OF GRANTS OFFICER Diana Blake Grants Officer 702-293-8550			

A. PURPOSE OF THIS MODIFICATION:

The purposes of this modification is to incorporate the approved budget into the Agreement and to reduce both the Recipient and Reclamation's estimated amount of the Agreement and the Recipient's obligated funding amount.

This modification will also remove the City of Corona Department of Water and Power from agency review effective 03/13/2017. Payment activity will be monitored on a regular basis through review and approval of Federal Financial Reports and monitoring of ASAP disbursement activity reports.

This modification will also incorporate the following terms and conditions into section 6.1 Recipient Responsibilities:

Section 6.1.2 (f) Recipient shall request approval from Reclamation and provide support for all expenditures related to contingency costs.

This modification will update section 8.2 Reclamation's Key Personnel

8.2.1 Grants Officer from Beverly K. Nelson to:

Diana Blake
Bureau of Reclamation
P.O. Box 61470
Boulder City, Nevada 89006-1470
Phone: 702-293-8550; E-mail: dmblake@usbr.gov

8.2.3 Grants Management Specialist from James J. Duffy to:

Katherine Calagua
Bureau of Reclamation
P.O. Box 61470
Boulder City, NV 89006-1470
Phone: 702-293-8526; Email: kcalagua@usbr.gov

All other Financial Assistance terms and conditions remain unchanged.

B. ADJUSTMENT OF AGREEMENT SCOPE OF WORK AND/OR BUDGET:

As a result of this modification, the scope of work will remain unchanged and the budget for the Agreement has been reduced. Below please find the fully approved budget.

C. ADJUSTMENT OF THE TOTAL ESTIMATED AMOUNT:

As a result of this modification, the total Federal estimated amount of the Agreement has been reduced by \$217,723.77 from \$4,000,000.00 to \$3,782,276.23 and the Recipient's total estimated amount has been reduced by \$653,171.33 from \$12,000,000.00 to \$11,346,828.67.

D. NOTICE OF CHANGE IN FUNDS OBLIGATED:

As a result of this modification, the total amount of Federal funding obligated for this Agreement will remain unchanged at \$3,880,000.00. The Recipient's obligated funding has been reduced by \$750,895.10 from \$12,000,000.00 to \$11,249,104.90.

E. ADJUSTMENT IN THE PERIOD OF PERFORMANCE:

As a result of this modification, the period of performance for this Agreement will remain unchanged from September 13, 2016 through December 31, 2019.

City of Corona Department of Water and Power Corona Comprehensive Reclaimed Water Conversion - Phase 1				
BUDGET ITEM DESCRIPTION	COMPUTATION			TOTAL COST
	Value	Unit	Quantity	
SALARIES AND WAGES				
District Engineer	\$ 64.28	hr	1110	\$ 71,350.80
Senior Utility Engineer	\$ 59.95	hr	1076	\$ 64,506.20
Utility System Modeler	\$ 42.28	hr	764	\$ 32,301.92
Associate Engineer	\$ 42.28	hr	1806	\$ 76,357.68
Public Works Director	\$ 91.13	hr	446	\$ 40,643.98
Senior Engineer	\$ 49.84	hr	3696	\$ 184,208.64
Engineering Intern	\$ 19.42	hr	1068	\$ 20,740.56
Business Supervisor	\$ 46.71	hr	156	\$ 7,286.76
Management Analyst	\$ 35.33	hr	1740	\$ 61,474.20
Subtotal				\$ 558,870.74
FRINGE BENEFITS				
All positions, calculated composite rate	51.00%	percent		\$ 285,024.08
Subtotal				\$ 285,024.08
SUPPLIES AND MATERIALS - None requested				
EQUIPMENT - None requested				
TRAVEL - None requested				
OTHER				
Newspaper solicitations	\$ 200.00	ea	5	\$ 1,000.00
Permits from other agencies	\$ 16,021.00	varies	1	\$ 16,021.00
Subtotal				\$ 17,021.00
CONTRACTUAL				
Design Cost	\$ 3,019,580.08	varies	1	\$ 3,019,580.08
Grant Management	\$ 2,084.00	mo	40	\$ 83,360.00
Payroll Compliance	\$ 3,450.00	mo	33	\$ 113,850.00
Environmental	\$ 76,000.00	varies	1	\$ 76,000.00
Construction Contractors	\$ 9,977,635.00	LSs	1	\$ 9,977,635.00
Contingency	\$ 997,764.00	varies	1	\$ 997,764.00
Subtotal				\$ 14,268,189.08
TOTAL DIRECT COSTS				\$ 15,129,104.90
INDIRECT COSTS - None requested				
TOTAL PROJECT/ACTIVITY COSTS:				\$ 15,129,104.90



OFFICE OF: City Manager

MEMORANDUM

TO: Whom It May Concern

FROM: Darrell Talbert, City Manager

DATE: March 22, 2017

SUBJECT: General Manager Designee

The Assistant General Manager, Tom Moody, was appointed on September 1, 2016, as the General Manager's official designee for the Department of Water and Power and Maintenance Services Department.

In the absence of the General Manager, the Assistant General Manager has the following authorization, including, but not limited to: provide approval for all personnel actions and forms; provide approval for all budget related items including purchase orders, change orders, invoices, bids and RFPs (subject to signature authority limits); Electric Utility duties, submittals and approvals; approval to execute agreements and related documents within the General Manager's authority to sign; approval for the submission of City Council, Commission and Committee Reports; and to serve as the General Manager's proxy for all local, regional and JPA involving the City of Corona and/or the General Manager's participation.

Approved by:

Darrell Talbert
City Manager

3-22-17

Date

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

1A. AGREEMENT NUMBER R16AC00102	1B. MOD NUMBER 002	2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	3. CLASS OF RECIPIENT City or Township Government		
4. ISSUING OFFICE Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City, NV 89006-1470		5. RECIPIENT City of Corona Department of Water and Power 755 Public Safety Way Corona, California 92880-2005			
		EIN #:	956000697	County:	Riverside
		DUNS #:	088513155	Congress. Dist:	42
6. RECIPIENT PROJECT MANAGER Jacqueline Zukeran, Project Manager City of Corona Department of Water and Power 755 Public Safety Way Corona, California 92880-2005 Phone: 951-739-4983; Email: Jacqueline.Zukeran@ci.corona.ca.us		7A. INITIAL AGREEMENT EFFECTIVE DATE: September 13, 2016		7B. MODIFICATION EFFECTIVE DATE: See block 13a	
		8. COMPLETION DATE December 31, 2020			
9A. PROGRAM STATUTORY AUTHORITY Section 1656, Title XVI, P.L. 102-575, as amended			9B. CFDA Number 15.504		
10. FUNDING INFORMATION	<u>NON-FEDERAL</u>	<u>RECLAMATION</u>	<u>TOTAL PROJECT COSTS</u>		
Total Estimated Amount of Agreement	\$11,346,828.67	\$3,782,276.23	\$15,129,104.90		
This Obligation	\$0.00	\$0.00	\$0.00		
Previous Obligation	\$11,249,104.90	\$3,880,000.00	\$15,129,104.90		
Total Obligation	\$11,249,104.90	\$3,880,000.00	\$15,129,104.90		
15. PROJECT TITLE Corona Comprehensive Reclaimed Water Conversion - Phase I					
12a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient NO SIGNATURE REQUIRED BY: _____ DATE: _____		13a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: _____ DATE: _____			
12b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER Tom Moody General Manager 951-736-2477		13b. NAME OF GRANTS OFFICER Diana Blake Grants Officer 702-293-8550			

A. PURPOSE OF THIS MODIFICATION:

The purpose of this modification is to extend the period of performance date and revise the Recipients authorized signer in box 12b from Jonathan Daly to Tom Moody.

This modification also revises the Lower Colorado Region Grants Officer Technical Representative from Dennis Wolfe to Meghan Thiemann.

All other terms and conditions remain unchanged.

B. ADJUSTMENT OF AGREEMENT SCOPE OF WORK AND/OR BUDGET:

As a result of this modification, the scope of work for the Agreement and budget will remain unchanged. Below please find the revised milestones table, which reflects the change in the period of performance end date.

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
1.Planning, Old Temescal	September-2015	December-2016
2.Planning, Lincoln Ave.	September-2015	December-2016
3.Planning, WRCRWA Line	September-2015	April-2016
4.Planning, River Road	September-2015	December-2018
5.Planning, California Industrial	September-2015	December-2018
6.Planning, Corona Ranch Tank	September-2015	December-2018
7.Planning, Promenade Ave.	September-2015	December-2018
8.Planning, Chase Park	September-2015	December-2018
9.Planning, Tehachapi Park	September-2015	December-2018
10.Planning, Cresta Verde Park	September-2015	December-2018
11.Planning, Main Street Tank	September-2015	December-2018
12.Planning, Main and Ontario	September-2015	December-2018
13.Planning, Rimpau/Fullerton Ave.	September-2015	December-2018
14.Planning, Chase Drive	September-2015	December-2018
15.Planning, Mountain Gate Drive	September-2015	December-2018
16.Planning, Sierra Bella	September-2015	December-2018
17.Design, Old Temescal	January-2016	December-2019
18.Design, Lincoln Ave.	January-2016	December-2019
19.Design, WRCRWA Line	June-2016	February-2020
20.Design, River Road	TBD	TBD
21.Design, California Industrial	TBD	TBD
22.Design, Corona Ranch Tank	TBD	TBD
23.Design, Promenade Ave.	TBD	TBD
24.Design, Chase Park	TBD	TBD
25.Design, Tehachapi Park	TBD	TBD
26.Design, Cresta Verde Park	TBD	TBD
27.Design, Main Street Tank	TBD	TBD

28.Design, Main and Ontario	TBD	TBD
29.Design, Rimpau/Fullerton Ave.	TBD	TBD
30.Design, Chase Drive	TBD	TBD
31.Design, Mountain Gate Drive	TBD	TBD
32.Design, Sierra Bella	TBD	TBD
33.Construction, Old Temescal	TBD	December-2020
34.Construction, Lincoln Ave	TBD	December-2020
35.Construction, WRCRWA Line	July-2020	December-2020
36.Construction, River Road	TBD	December-2020
37.Construction California Industrial	TBD	December-2020

C. ADJUSTMENT OF THE TOTAL ESTIMATED AMOUNT:

As a result of this modification, the total estimated amount of the Agreement will remain unchanged at \$15,129,104.90.

D. NOTICE OF CHANGE IN FUNDS OBLIGATED:

As a result of this modification, the total amount of Federal funding obligated for this Agreement will remain unchanged at \$3,880,000.00.

E. ADJUSTMENT TO COMPLETION DATE:

As a result of this modification, the period of performance for this Agreement is changed from September 13, 2016 through December 31, 2019 to September 13, 2016 through December 31, 2020.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

1A. AGREEMENT NUMBER R16AC00102	1B. MOD NUMBER 003	2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	3. CLASS OF RECIPIENT City or Township Government		
4. ISSUING OFFICE Bureau of Reclamation Lower Colorado Basin Interior Region 8 P.O. Box 61470 Boulder City, NV 89006-1470		5. RECIPIENT City of Corona Department of Water and Power 755 Public Safety Way Corona, California 92880-2005			
		EIN #:	956000697	County:	Riverside
		DUNS #:	088513155	Congress. Dist:	42
6. RECIPIENT PROJECT MANAGER Jacqueline Zukeran, Project Manager City of Corona Department of Water and Power 755 Public Safety Way Corona, California 92880-2005 Phone: 951-739-4983; Email: Jacqueline.Zukeran@ci.corona.ca.us		7A. INITIAL AGREEMENT EFFECTIVE DATE: September 13, 2016		7B. MODIFICATION EFFECTIVE DATE: See block 13a	
		8. COMPLETION DATE December 31, 2020			
9A. PROGRAM STATUTORY AUTHORITY Section 1656, Title XVI, P.L. 102-575, as amended			9B. CFDA Number 15.504		
10. FUNDING INFORMATION	<u>NON-FEDERAL</u>	<u>RECLAMATION</u>	<u>TOTAL PROJECT COSTS</u>		
Total Estimated Amount of Agreement	\$11,346,828.67	\$3,782,276.23	\$15,129,104.90		
This Obligation	\$0.00	\$0.00	\$0.00		
Previous Obligation	\$11,249,104.90	\$3,880,000.00	\$15,129,104.90		
Total Obligation	\$11,249,104.90	\$3,880,000.00	\$15,129,104.90		
15. PROJECT TITLE Corona Comprehensive Reclaimed Water Conversion - Phase I					
12a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient NO SIGNATURE REQUIRED BY: _____ DATE: _____		13a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: _____ DATE: _____			
12b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER Tom Moody General Manager 951-736-2477		13b. NAME OF GRANTS OFFICER Diana Blake Grants Officer 702-293-8550			

A. PURPOSE OF THIS MODIFICATION:

This modification is administrative in nature to correct the period of performance end date in our financial system from December 31, 2019 through December 31, 2020.

All other terms and conditions remain unchanged.

B. ADJUSTMENT OF AGREEMENT SCOPE OF WORK AND/OR BUDGET:

As a result of this modification, the scope of work for the Agreement and budget will remain unchanged.

C. ADJUSTMENT OF THE TOTAL ESTIMATED AMOUNT:

As a result of this modification, the total estimated amount of the Agreement will remain unchanged at \$15,129,104.90.

D. NOTICE OF CHANGE IN FUNDS OBLIGATED:

As a result of this modification, the total amount of Federal funding obligated for this Agreement will remain unchanged at \$3,880,000.00.

E. ADJUSTMENT TO COMPLETION DATE:

As a result of this modification, the period of performance for this Agreement will remain unchanged from September 13, 2016 through December 31, 2020.

1. DATE ISSUED MM/DD/YYYY 12/18/2020

1a. SUPERSEDES AWARD NOTICE dated 05/05/2020
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.504 - Title XVI Water Reclamation and Reuse

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. R16AC00102-04
Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN R16AC00102

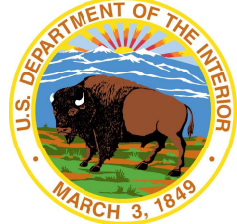
5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 09/13/2016 Through 12/31/2021

7. BUDGET PERIOD MM/DD/YYYY
From 09/13/2016 Through 12/31/2021

8. TITLE OF PROJECT (OR PROGRAM)
CORONA COMPREHENSIVE RECLAIMED WATER CONVERSION - PHASE 1

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
P.L. 102-575, Title XVI, Reclamation Wastewater and Groundwater Study and Facilities Act of 1992. October 30, 1992. as amended.

9a. GRANTEE NAME AND ADDRESS
Corona, City Of
400 S VICENTIA AVE
CORONA, CA 92882-2187

9b. GRANTEE PROJECT DIRECTOR
Ms. Jacqueline Zukeran
755 Public Safety Way
CORONA, CA 92880-2005
Phone: 951-739-4983

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Jacqueline Zukeran
755 Public Safety Way
CORONA, CA 92880-2005
Phone: 951-739-4983

10b. FEDERAL PROJECT OFFICER
Ms. Julie Hendricks
Bureau of Reclamation Main Interior Building
1849 C Street NW
Financial Assistance Operations
Washington, DC 20240-1000

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 3,880,000.00	
II Total project costs including grant funds and all other financial participation <input type="checkbox"/>		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
a. Salaries and Wages	0.00	c. Less Cumulative Prior Award(s) This Budget Period \$ 3,880,000.00	
b. Fringe Benefits	0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 0.00	
c. Total Personnel Costs	0.00	13. Total Federal Funds Awarded to Date for Project Period \$ 3,880,000.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT <i>(Subject to the availability of funds and satisfactory progress of the project):</i>	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	0.00	a.	\$
g. Construction	0.00	b.	\$
h. Other	3,880,000.00	c.	\$
i. Contractual	0.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	\$ 3,880,000.00	a. DEDUCTION	
k. INDIRECT COSTS	\$ 0.00	b. ADDITIONAL COSTS	
I. TOTAL APPROVED BUDGET	\$ 3,880,000.00	c. MATCHING	
m. Federal Share	\$ 3,880,000.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	\$ 0.00	e. OTHER (See REMARKS)	
REMARKS (Other Terms and Conditions Attached - <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No)		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
See next page		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

GRANTS MANAGEMENT OFFICIAL:

Diana Blake, Grants Officer
500 Fir Street
LC-10100
Boulder City, NV 89005-1000
Phone: 7022938550

DIANA BLAKE Digitally signed by DIANA BLAKE
Date: 2020.12.18 09:13:48 -08'00'

17. VENDOR CODE 0071332469		18. DUNS 088513155			19. CONG. DIST. 42	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 12/18/2020
GRANT NO. R16AC00102-04	

REMARKS:

Program Income not Applicable

By accepting this agreement the recipient and its executives, as defined in 2 CFR 170.315, certify that the recipients policies are in accordance with the Office of Management and Budgets guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, especially: Presidents September 2,2020 memorandum, entitled Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities; Executive Order on Combating Race and Sex Stereotyping (E.O. 13950); Executive Order on Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence (E.O. 13933); and Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations (2 CFR), as updated in the Federal Registers 85 FR 49506 on August 13, 2020, particularly on: Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115232) (2 CFR part 200.216), Promoting the freedom of speech and religious liberty in alignment with Promoting Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (E.O. 13864) (200.300, 200.303, 200.339, and 200.341), Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR part 200.322), and Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR part 200.340).

See attached for additional terms and conditions.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AMENDMENT
TO
ASSISTANCE AGREEMENT

A. PURPOSE OF THIS AMENDMENT:

The purpose of this modification is to extend the period of performance end date of the Agreement.

All other terms and conditions remain unchanged.

B. ADJUSTMENT OF AGREEMENT SCOPE OF WORK AND/OR BUDGET:

As a result of this modification, the scope of work for the Agreement and budget will remain unchanged. However, the milestones are being updated to reflect the change in the period of performance end date.

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
1.Planning, Old Temescal	September-15	December-16
2.Planning, Lincoln Ave.	September-15	December-16
3.Planning, WRCRWA Line	September-15	April-16
4.Planning, River Road	September-15	December-18
5.Planning, California Industrial	September-15	December-18
6.Planning, Corona Ranch Tank	September-15	December-18
7.Planning, Promenade Ave.	September-15	December-18
8.Planning, Chase Park	September-15	December-18
9.Planning, Tehachapi Park	September-15	December-18
10.Planning, Cresta Verde Park	September-15	December-18
11.Planning, Main Street Tank	September-15	December-18
12.Planning, Main and Ontario	September-15	December-18
13.Planning, Rimpau/Fullerton Ave.	September-15	December-18
14.Planning, Chase Drive	September-15	December-18
15.Planning, Mountain Gate Drive	September-15	December-18
16.Planning, Sierra Bella	September-15	December-18
17.Design, Old Temescal	January-16	December-21
18.Design, Lincoln Ave.	January-16	TBD
19.Design, WRCRWA Line	June-16	February-21
20.Design, River Road	TBD	TBD
21.Design, California Industrial	TBD	TBD
22.Design, Corona Ranch Tank	TBD	TBD
23.Design, Promenade Ave.	TBD	TBD
24.Design, Chase Park	TBD	TBD
25.Design, Tehachapi Park	TBD	TBD
26.Design, Cresta Verde Park	TBD	TBD
27.Design, Main Street Tank	TBD	TBD
28.Design, Main and Ontario	TBD	TBD

29.Design, Rimpau/Fullerton Ave.	TBD	TBD
30.Design, Chase Drive	TBD	TBD
31.Design, Mountain Gate Drive	TBD	TBD
32.Design, Sierra Bella	TBD	TBD
33.Construction, Old Temescal	TBD	December-21
34.Construction, Lincoln Ave	TBD	TBD
35.Construction, WRCRWA Line	September-21	December-21
36.Construction, River Road	TBD	TBD
37.Construction California Industrial	TBD	December-21

A. ADJUSTMENT OF THE TOTAL ESTIMATED AMOUNT:

As a result of this modification, the total estimated amount of the Agreement will remain unchanged at \$15,129,104.90.

D. NOTICE OF CHANGE IN FUNDS OBLIGATED:

As a result of this modification, the total amount of Federal funding obligated for this Agreement will remain unchanged at \$3,880,000.00.

E. ADJUSTMENT TO COMPLETION DATE:

As a result of this modification, the performance period is changed **from** September 13, 2016 through December 31, 2020 to September 13, 2016 through December 31, 2021.

1. DATE ISSUED MM/DD/YYYY 12/31/2020

1a. SUPERSEDES AWARD NOTICE dated 12/18/2020
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.504 - Title XVI Water Reclamation and Reuse

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. R16AC00102-05
Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN R16AC00102

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 09/13/2016 Through 12/31/2021

7. BUDGET PERIOD MM/DD/YYYY
From 09/13/2016 Through 12/31/2021

8. TITLE OF PROJECT (OR PROGRAM)
CORONA COMPREHENSIVE RECLAIMED WATER CONVERSION - PHASE 1

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
P.L. 102-575, Title XVI, Reclamation Wastewater and Groundwater Study and Facilities Act of 1992. October 30, 1992. as amended.

9a. GRANTEE NAME AND ADDRESS
Corona, City Of
400 S VICENTIA AVE
CORONA, CA 92882-2187

9b. GRANTEE PROJECT DIRECTOR
Ms. Jacqueline Zukeran
755 Public Safety Way
CORONA, CA 92880-2005
Phone: 951-739-4983

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Jacqueline Zukeran
755 Public Safety Way
CORONA, CA 92880-2005
Phone: 951-739-4983

10b. FEDERAL PROJECT OFFICER
Ms. Julie Hendricks
Bureau of Reclamation Denver Federal Center
West 6th Avenue and Kipling Street PO Box 25007
Financial Assistance Operations
Lakewood, CO 80255

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$ 0.00
b. Fringe Benefits	\$ 0.00
c. Total Personnel Costs	\$ 0.00
d. Equipment	\$ 0.00
e. Supplies	\$ 0.00
f. Travel	\$ 0.00
g. Construction	\$ 0.00
h. Other	\$ 3,880,000.00
i. Contractual	\$ 0.00
j. TOTAL DIRECT COSTS	\$ 3,880,000.00
k. INDIRECT COSTS	\$ 0.00
l. TOTAL APPROVED BUDGET	\$ 3,880,000.00
m. Federal Share	\$ 3,880,000.00
n. Non-Federal Share	\$ 0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	\$ 3,880,000.00
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 3,880,000.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 0.00
13. Total Federal Funds Awarded to Date for Project Period	\$ 3,880,000.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a.	\$	d.	\$
b.	\$	e.	\$
c.	\$	f.	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Option)
- e. OTHER (See REMARKS)

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)
See next page

GRANTS MANAGEMENT OFFICIAL:

Diana Blake, Grants Officer
500 Fir Street
LC-10100
Boulder City, NV 89005-1000
Phone: 7022938550

NATHALIE WASHINGTON
Digitally signed by NATHALIE WASHINGTON
Date: 2020.12.31 13:57:47 -08'00'

17. VENDOR CODE	0071332469	18. DUNS	088513155	19. CONG. DIST.	42	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
10	20109361-10	\$0.00	09/13/2016	12/31/2021	0680	City of Corona - R16AC00102
20	20109361-20	\$0.00	09/13/2016	12/31/2021	0680	City of Corona - R16AC00102
30	20109361-30	\$0.00	09/13/2016	12/31/2021	0680	City of Corona - R16AC00102

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 12/31/2020
GRANT NO. R16AC00102-05	

REMARKS:

Total estimated project costs, including non-Federal and Federal cost-share amounts are outlined in the following page.

By accepting this agreement the recipient and its executives, as defined in 2 CFR 170.315, certify that the recipients policies are in accordance with the Office of Management and Budgets guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, especially: Presidents September 2,2020 memorandum, entitled Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities; Executive Order on Combating Race and Sex Stereotyping (E.O. 13950); Executive Order on Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence (E.O. 13933); and Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations (2 CFR), as updated in the Federal Registers 85 FR 49506 on August 13, 2020, particularly on: Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115232) (2 CFR part 200.216), Promoting the freedom of speech and religious liberty in alignment with Promoting Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (E.O. 13864) (200.300, 200.303, 200.339, and 200.341), Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR part 200.322), and Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR part 200.340).

See attached for additional terms and conditions.

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AMENDMENT
TO
ASSISTANCE AGREEMENT

A. PURPOSE OF THIS AMENDMENT:

The purpose of this amendment is administrative in nature to correct the period of performance end date to the budget line items in the modification details in Grant Solutions to December 31, 2021.

All other terms and conditions remain unchanged.

B. ADJUSTMENT OF AGREEMENT SCOPE OF WORK AND/OR BUDGET:

As a result of this amendment, the scope of work for the Agreement and budget will remain unchanged.

A. ADJUSTMENT OF THE TOTAL ESTIMATED AMOUNT:

As a result of this amendment, the total estimated amount of the Agreement will remain unchanged at \$15,129,104.90.

D. NOTICE OF CHANGE IN FUNDS OBLIGATED:

As a result of this amendment, the total amount of Federal funding obligated for this Agreement will remain unchanged at \$3,880,000.00 and the non-Federal funding will remain unchanged at \$11,249,104.90.

E. ADJUSTMENT TO COMPLETION DATE:

As a result of this amendment, the performance period is changed **from** September 13, 2016 through December 31, 2020 to September 13, 2016 through December 31, 2021.

1. DATE ISSUED MM/DD/YYYY 10/29/2021

1a. SUPERSEDES AWARD NOTICE dated 12/31/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.504 - Title XVI Water Reclamation and Reuse

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. R16AC00102-06
Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN R16AC00102

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 09/13/2016 Through 12/31/2022

7. BUDGET PERIOD MM/DD/YYYY
From 09/13/2016 Through 12/31/2022

8. TITLE OF PROJECT (OR PROGRAM)
CORONA COMPREHENSIVE RECLAIMED WATER CONVERSION - PHASE 1

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

P.L. 102-575, Title XVI, Reclamation Wastewater and Groundwater Study and Facilities Act of 1992, October 30, 1992, as amended.

9a. GRANTEE NAME AND ADDRESS
Corona, City Of
400 S VICENTIA AVE
CORONA, CA 92882-2187

9b. GRANTEE PROJECT DIRECTOR
Ms. Jacqueline Zukeran
755 Public Safety Way
CORONA, CA 92880-2005
Phone: 951-739-4983

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Tom Moody
400 S VICENTIA AVE
CORONA, CA 92882-2187
Phone: 951-736-2477

10b. FEDERAL PROJECT OFFICER
Amanda Erath

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 3,880,000.00
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	\$ 0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 3,880,000.00
b. Fringe Benefits	\$ 0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 0.00
c. Total Personnel Costs	\$ 0.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 3,880,000.00
d. Equipment	\$ 0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	\$ 0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	\$ 0.00	a.	\$
g. Construction	\$ 0.00	b.	\$
h. Other	\$ 3,880,000.00	c.	\$
i. Contractual	\$ 0.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	\$ 3,880,000.00	a. DEDUCTION	e
k. INDIRECT COSTS	\$ 0.00	b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
m. Federal Share	\$ 3,880,000.00	16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
n. Non-Federal Share	\$ 0.00	a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)
See attached amendment for terms.

GRANTS MANAGEMENT OFFICIAL:

Diana Blake, Grants Officer
500 Fir Street
LC-10100
Boulder City, NV 89005-1000
Phone: 7022938550

17. VENDOR CODE	0071332469	18. DUNS	088513155	19. CONG. DIST.	42	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
10	20109361-10	\$0.00	09/13/2016	12/31/2022	0680	City of Corona - R16AC00102
20	20109361-20	\$0.00	09/13/2016	12/31/2022	0680	City of Corona - R16AC00102
30	20109361-30	\$0.00	09/13/2016	12/31/2022	0680	City of Corona - R16AC00102

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 10/29/2021
GRANT NO. R16AC00102-06	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2020	12/31/2020	Quarterly	04/29/2021
01/01/2021	03/31/2021	Quarterly	04/30/2021
04/01/2021	06/30/2021	Quarterly	07/30/2021
07/01/2021	09/30/2021	Quarterly	10/30/2021
10/01/2021	12/31/2021	Quarterly	01/30/2022
01/01/2022	03/31/2022	Quarterly	04/30/2022
04/01/2022	06/30/2022	Quarterly	07/30/2022
07/01/2022	09/30/2022	Quarterly	10/30/2022
10/01/2022	12/31/2022	Final	04/30/2023

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2020	12/31/2020	Quarterly	04/29/2021
01/01/2021	03/31/2021	Quarterly	04/30/2021
04/01/2021	06/30/2021	Quarterly	07/30/2021
07/01/2021	09/30/2021	Quarterly	10/30/2021
10/01/2021	12/31/2021	Quarterly	01/30/2022
01/01/2022	03/31/2022	Quarterly	04/30/2022
04/01/2022	06/30/2022	Quarterly	07/30/2022
07/01/2022	09/30/2022	Quarterly	10/30/2022
10/01/2022	12/31/2022	Final	04/30/2023

AWARD ATTACHMENTS

CORONA, CITY OF

R16AC00102-06

1. R16AC00102 - Mod 006

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

AMENDMENT Number 06

TO

ASSISTANCE AGREEMENT R16AC00102

Acceptance of this Amendment to the above Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of City of Corona Department of Water and Power

NO SIGNATURE REQUIRED

BY: _____

DATE: _____

NAME AND TITLE OF SIGNER

Tom Moody
General Manager
951-736-2477
tom.moody@coronaca.gov

A. PURPOSE OF THIS AMENDMENT:

The purpose of this modification is to extend the period of performance end date of the Agreement to December 31, 2022. This amendment will also change the Grants Officer Technical Representative **from** Meghan Thiemann **to** Brett Mooney.

All other terms and conditions remain unchanged.

B. ADJUSTMENT OF AGREEMENT SCOPE OF WORK AND/OR BUDGET:

As a result of this modification, the scope of work for the Agreement and budget will remain unchanged. However, the milestones are being updated to reflect the change in the period of performance end date.

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
1.Planning, Old Temescal	September-15	December-16
2.Planning, Lincoln Ave.	September-15	December-16
3.Planning, WRCRWA Line	September-15	April-16
4.Planning, River Road	September-15	December-18
5.Planning, California Industrial	September-15	December-18
6.Planning, Corona Ranch Tank	September-15	December-18
7.Planning, Promenade Ave.	September-15	December-18
8.Planning, Chase Park	September-15	December-18
9.Planning, Tehachapi Park	September-15	December-18
10.Planning, Cresta Verde Park	September-15	December-18
11.Planning, Main Street Tank	September-15	December-18
12.Planning, Main and Ontario	September-15	December-18
13.Planning, Rimpau/Fullerton Ave.	September-15	December-18
14.Planning, Chase Drive	September-15	December-18
15.Planning, Mountain Gate Drive	September-15	December-18
16.Planning, Sierra Bella	September-15	December-18
17.Design, Old Temescal	January-16	December-22
18.Design, Lincoln Ave.	January-16	TBD
19.Design, WRCRWA Line	June-16	December-21
20.Design, River Road	TBD	TBD
21.Design, California Industrial	TBD	TBD
22.Design, Corona Ranch Tank	TBD	TBD
23.Design, Promenade Ave.	TBD	TBD
24.Design, Chase Park	TBD	TBD
25.Design, Tehachapi Park	TBD	TBD
26.Design, Cresta Verde Park	TBD	TBD
27.Design, Main Street Tank	TBD	TBD

28.Design, Main and Ontario	TBD	TBD
29.Design, Rimpau/Fullerton Ave.	TBD	TBD
30.Design, Chase Drive	TBD	TBD
31.Design, Mountain Gate Drive	TBD	TBD
32.Design, Sierra Bella	TBD	TBD
33.Construction, Old Temescal	TBD	December-22
34.Construction, Lincoln Ave	TBD	TBD
35.Construction, WRCRWA Line	September-22	December-22
36.Construction, River Road	TBD	TBD
37.Construction California Industrial	TBD	December-22

C. ADJUSTMENT OF THE TOTAL ESTIMATED AMOUNT:

As a result of this amendment, the total estimated amount of the Agreement will remain unchanged at \$15,129,104.90.

D. NOTICE OF CHANGE IN FUNDS OBLIGATED:

As a result of this amendment, the total amount of Federal funding obligated for this Agreement will remain unchanged at \$3,880,000.00 and the non-Federal funding will remain unchanged at \$11,249,104.90.

E. ADJUSTMENT TO COMPLETION DATE:

As a result of this amendment, the performance period is changed **from** September 13, 2016 through December 31, 2021 **to** September 13, 2016 through December 31, 2022.

FUNDING AGREEMENT

BETWEEN

**RIVERSIDE COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT**

AND

CITY OF CORONA

FOR

**WRCRWA – BLUFF STREET RECLAIMED
WATER PIPELINE**

PROJECT NO. 2-6-00993

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FUNDING AGREEMENT
WRCRWA - Bluff Street Reclaimed Water Pipeline
Project No. 2-6-00993

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and the City of Corona, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. CITY has budgeted for and plans to design, construct, operate and maintain certain water reclamation facilities within the city of Corona. These water reclamation facilities will help alleviate reliance on and allow for replenishment of the Temescal Groundwater Basin; and

B. These water reclamation facilities will consist of WRCRWA - Bluff Street Reclaimed Water Pipeline ("PROJECT") consisting of approximately 5,100 lineal feet of reclaimed water pipeline system to be constructed between the Western Riverside County Regional Wastewater Authority (WRCRWA) Wastewater Treatment Plant and an existing 20-inch reclaimed water pipeline located in River Road at Bluff Street, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. CITY desires that DISTRICT, pursuant to California Water Code Appendix 48-1 et seq., contribute funding for the construction of PROJECT which benefits the zone in which the project is located; and

D. DISTRICT wishes to support CITY'S efforts to design and construct PROJECT by providing financial contributions toward the following:

- (i) District-approved design costs ("DESIGN COST") for PROJECT;
- (ii) Approved cost of construction bid amount for PROJECT by lowest responsible bidder ("BID AMOUNT"); and
- (iii) District-approved change orders ("CHANGE ORDERS") for PROJECT.

APR 11 2017 11.3

1 Together, DESIGN COST, BID AMOUNT and CHANGE ORDERS are called
2 ("ACTUAL CONSTRUCTION COSTS"); and

3
4 E. DISTRICT wishes to provide only financial assistance to CITY and have no other
5 role; and

6 F. DISTRICT wishes to contribute fifty percent (50%) of ACTUAL
7 CONSTRUCTION COSTS for the construction of PROJECT. DISTRICT will contribute fifty
8 percent (50%) of DESIGN COST ("DESIGN CONTRIBUTION"), fifty percent (50%) of BID
9 AMOUNT ("BID CONTRIBUTION") and fifty percent (50%) of the cost of CHANGE ORDERS
10 ("FINAL DISTRICT CONTRIBUTION"). Together, DESIGN CONTRIBUTION, BID
11 CONTRIBUTION and FINAL DISTRICT CONTRIBUTION are called "TOTAL DISTRICT
12 CONTRIBUTION"; and

13
14 G. TOTAL DISTRICT CONTRIBUTION shall not exceed one million five hundred
15 thousand dollars (\$1,500,000).

16 NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants
17 contained, the parties hereto mutually agree as follows:

18 SECTION I

19 CITY shall:

20
21 1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead
22 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
23 appropriate CEQA documents pertaining to the construction, operation and maintenance of
24 PROJECT.

25 2. Provide DISTRICT with the estimated PROJECT engineering design cost and
26 associated design schedule. As PROJECT design progresses, CITY shall update said design
27 schedule as requested by DISTRICT.
28

1 3. Prepare or cause to be prepared the necessary plans and specifications for
2 PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable
3 DISTRICT and CITY standards, and provide a copy to DISTRICT for its record prior to
4 advertising PROJECT for construction bids.
5

6 4. Keep an accurate accounting of DESIGN COST, and include this accounting when
7 invoicing DISTRICT for payment of DESIGN CONTRIBUTION.

8 5. Invoice DISTRICT for DESIGN CONTRIBUTION following the signing of
9 IMPROVEMENT PLANS by all parties.

10 6. Obtain, at its sole cost and expense, all necessary permits, approvals or agreements
11 required by any federal, state and local resource or regulatory agencies pertaining to PROJECT.
12

13 7. Obtain all necessary rights of way, rights of entry and temporary construction
14 easements, if any, necessary to construct, operate and maintain PROJECT.

15 8. Advertise, award and administer a public works construction contract for
16 PROJECT at its sole cost and expense.

17 9. Provide DISTRICT with written notice (Attention: Water Conservation Planning
18 Section) that CITY has awarded a construction contract for PROJECT. The written notice shall
19 include the Contractor's actual bid amount for PROJECT, setting forth the lowest responsible bid
20 contract price for PROJECT construction as set forth herein.
21

22 10. Prior to commencing PROJECT construction, furnish DISTRICT with copies of
23 IMPROVEMENT PLANS signed by all parties.

24 11. Keep an accurate accounting of BID AMOUNT and CHANGE ORDERS for
25 PROJECT, and include this accounting when invoicing DISTRICT for payment of BID
26 CONTRIBUTION and FINAL DISTRICT CONTRIBUTION.
27
28

1 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
2 or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and
3 appointed officials, employees, agents, representatives, independent contractors and
4 subcontractors) actual or alleged acts or omissions related to this Agreement, performance under
5 this Agreement, or failure to comply with the requirements of this Agreement including, but not
6 limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney's fees or (d)
7 any other element of any kind or nature whatsoever.
8

9 4. Any waiver by DISTRICT or by CITY of any breach of any one or more of the
10 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
11 of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require
12 exact, full and complete compliance with any terms of this Agreement shall not be construed as
13 in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcement
14 hereof.
15

16 5. This Agreement is to be construed in accordance with the laws of the State of
17 California.
18

19 6. Any and all notices sent or required to be sent to the parties of this Agreement will
20 be mailed by first class mail, postage prepaid, to the following addresses:

21 RIVERSIDE COUNTY FLOOD CONTROL
22 AND WATER CONSERVATION DISTRICT
23 1995 Market Street
Riverside, CA 92501
Attn: Watershed Protection Division

CITY OF CORONA
755 Corporation Yard Way
Corona, CA 92880
Attn: Tom Koper (Department of
Water and Power)

24 7. If any provision in this Agreement is held by a court of competent jurisdiction to
25 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force
26 without being impaired or invalidated in any way.
27
28

1 8. This Agreement is the result of negotiations between the parties hereto and the
2 advice and assistance of their respective counsel. The fact that this Agreement was prepared as a
3 matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or
4 ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
5 prepared this Agreement in its final form.
6

7 9. This Agreement is made and entered into for the sole protection and benefit of the
8 parties hereto. No other person or entity shall have any right or action based upon the provisions
9 of this Agreement.
10

11 10. Any action at law or in equity brought by any of the parties hereto for the purpose
12 of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent
13 jurisdiction in the County of Riverside, State of California, and the parties hereto waive all
14 provisions of law providing for a change of venue in such proceedings to any other county.
15

16 11. In the event of any arbitration, action or suit brought by either CITY or DISTRICT
17 against the other party by reason of any breach on the part of the other party of any of the
18 covenants and agreements set forth in this Agreement, or any other dispute between DISTRICT
19 and CITY concerning this Agreement, the prevailing party in any such action or dispute, by a
20 final judgment or arbitration award, shall be entitled to have and recover from the other party all
21 costs and expenses or claims including, but not limited to, attorney's fees and expert witness fees.
22 This section shall survive any termination of this Agreement.
23

24 12. Time is of the essence in prosecuting the work contemplated under this
25 Agreement. At any time during the term of this Agreement, DISTRICT may terminate this
26 Agreement for cause including, but not limited to, CITY'S failure to prosecute the work in a timely
27 manner, upon providing CITY thirty (30) days written notice stating the extent and effective date
28 of termination.

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13. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT'S financial contribution towards PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

14. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

APR 11 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By J Uhley
JASON E. UHLEY
General Manager-Chief Engineer

By Marion Ashley
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal R. Kipnis
NEAL R. KIPNIS
Deputy County Counsel

By Kallusgitan
Deputy

(SEAL)

Funding Agreement - City of Corona
WRCRWA - Bluff Street Reclaimed Water Pipeline
Project No. 2-6-0993
LMD:CSS:blm
11/16/16

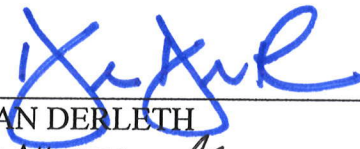
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CITY OF CORONA

By 


DARRELL TALBERT
City Manager

APPROVED AS TO FORM:

By 

DEAN DERLETH
City Attorney *mc*

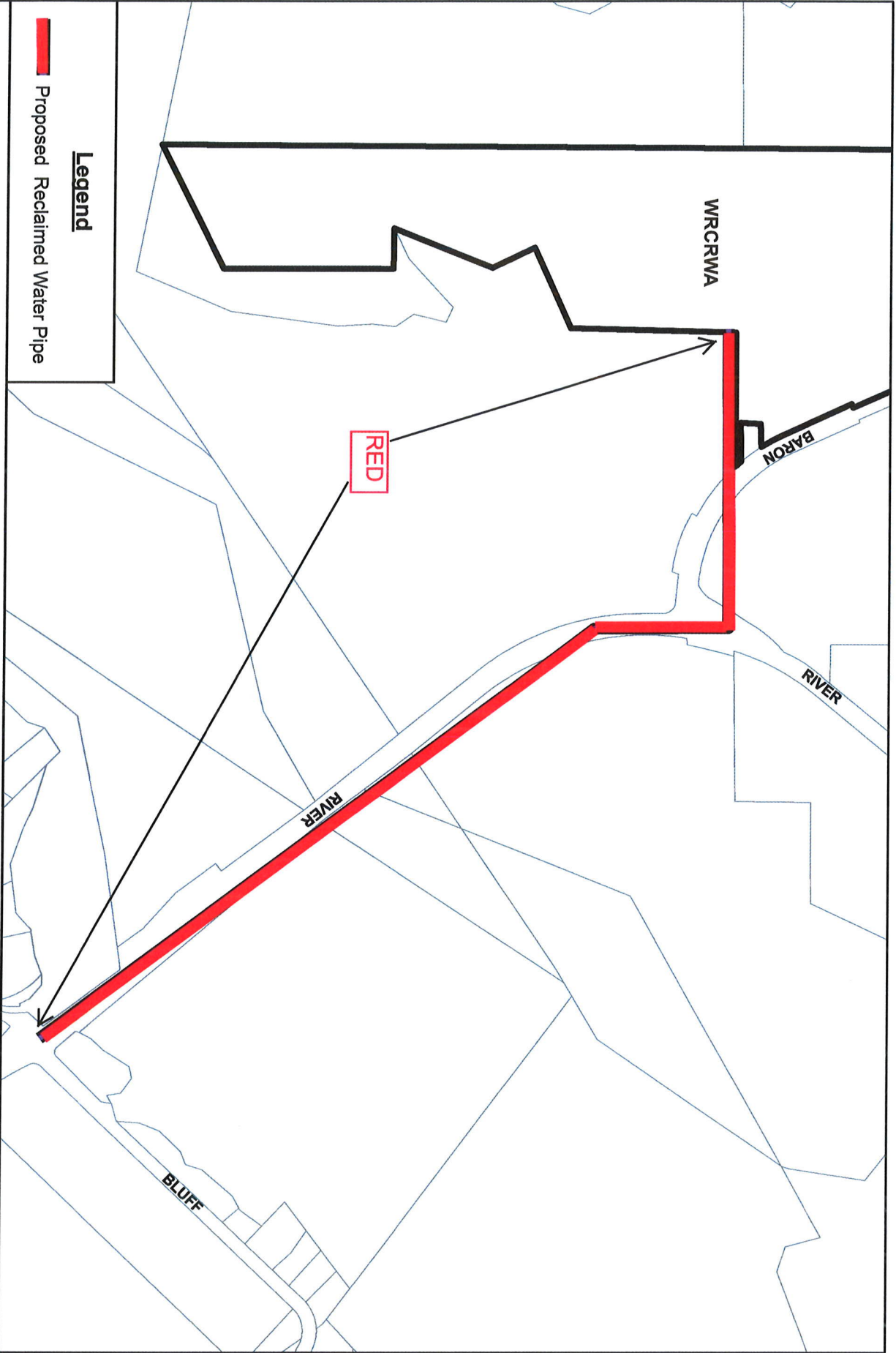
ATTEST:

By 

LISA MOBLEY
City Clerk

(SEAL)

Funding Agreement - City of Corona
WRCRWA - Bluff Street Reclaimed Water Pipeline
Project No. 2-6-0993
LMD:CSS:blm
11/16/16



City of Corona

WRCRWA -- Bluff Street Reclaimed Water Pipeline



EXHIBIT A