

**AGREEMENT BETWEEN THE SOUTH YUBA RIVER CITIZENS LEAGUE
AND City of Grass Valley FOR Planning and Implementation Services REGARDING DEPARTMENT OF
WATER RESOURCES FUNDING FOR PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER
MANAGEMENT (IRWM) IMPLEMENTATION GRANT (“DWR IRWM”)**

This Agreement (“Agreement”) is entered into as of 03/10/2024 by and between the South Yuba River Citizens League, a California non-profit (“SYRCL”) and City of Grass Valley a municipality (“Awardee”). Each party to this Agreement may be referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on May 5, 2023, SYRCL and the Department of Water Resources (“DWR”) executed DWR IRWM: Grant Agreement No. 4600015407 (the “DWR Grant Agreement”) to provide funding for qualified projects which are included in and implemented in an adopted IRWM Plan, including the Memorial Park Magenta Drain Restoration Project (the “Project”), through DWR’s Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant Program; and

WHEREAS, SYRCL desires to enter into an agreement with Awardee to complete the work described in the DWR Grant Agreement No. 4600015407; and

WHEREAS Awardee represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees. Awardee further represents it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is solely between the Parties. Nothing in this Agreement creates any contractual relationship between the Awardee and the State, nor shall this Agreement relieve SYRCL of its obligations under the DWR Grant Agreement No. 460015407.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Services

a. SYRCL shall:

- i. Be responsible for satisfying the reporting and compliance requirements associated with the DWR Grant Agreement and coordinating with the Project Manager(s) responsible for implementing the Project contained in this Agreement.
- ii. Be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from the Awardee and compiling the information into a DWR Invoice Packet.
- iii. Be responsible for the compiling of progress reports for submittal to DWR. SYRCL will coordinate with Awardee’s staff to retain consultants as needed to prepare and submit progress reports, a Final Project Completion Report, and Grant Completion Report. These reports will meet the generally accepted professional standards for technical reporting and the requirements terms of the DWR Grant Agreement.
- iv. Compensate Awardee for the services identified in the Scope of Work, attached hereto as

Exhibit "A" and incorporated herein by this reference, in accordance with the provisions of Section 3.

b. Awardee shall:

- i. Develop the Project substantially as described in the Project Proposal attached hereto as Exhibit "A" and incorporated herein by this reference. SYRCL's obligation to provide funding under this Agreement is conditioned upon Awardee's development of the Project substantially as described in the Project Proposal, which may be amended only with SYRCL's written consent.
- ii. The maximum compensation and costs payable to the Awardee by SYRCL under this Agreement shall not exceed \$345,436.00.

c. Awardee may request, in writing, changes to the Scope of Work. Any such changes mutually agreed upon by SYRCL and the requesting Party, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

2. Subcontracting.

- a. This Agreement covers services of a specific and unique nature. Awardee may, with SYRCL's written consent, subcontract any part or the entirety of any task described in the Scope of Work. Awardee must submit compensation rates for subcontractors with the request for consent to subcontract ("Subcontractor Fee Schedule").
- b. SYRCL shall pay Awardee for work performed by subcontractors, if any, at no more than Awardee's actual cost plus an approved mark-up as set forth in the Subcontractor Fee Schedule submitted with the request for consent described in Section 2.a. Awardee shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. SYRCL shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

3. Compensation.

- a. SYRCL agrees to compensate Awardee for the services provided under this Agreement. Awardee shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by SYRCL in advance.
- b. Awardee shall submit to SYRCL invoices, on a monthly basis or as otherwise agreed to by the Parties, for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

SYRCL shall not withhold applicable taxes or other payroll deductions from payments made under this Section except as otherwise required by law. Awardee shall be solely responsible for calculating, withholding, and paying all taxes each may owe.

- d. SYRCL shall pay monthly invoices with net-75 terms; however, invoices shall not be paid to Awardee until SYRCL receives reimbursements for invoices from the DWR.
 - e. The relevant Parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in any invoice submitted by Awardee.
 - f. Awardee shall not be reimbursed for any expenses incurred for work performed outside the Scope of Work unless prior written approval is given by SYRCL through a fully executed written amendment. Awardee shall not undertake any such work without prior written approval of SYRCL.
 - g. Notwithstanding any other terms of this Agreement, no payments shall be made to Awardee until SYRCL is satisfied that Awardee's work is satisfactory.
4. **Term of the Agreement.** Unless sooner terminated as provided in Section 5 below, this Agreement shall have a three-year term, commencing May 5, 2023. Awardee may request extensions of time to perform the work required under this Agreement. Such extensions shall be effective if authorized in advance by SYRCL in writing and incorporated as a written amendment to this Agreement.
5. **Termination or Withdrawal.**
- a. Either Party may, in its sole and unfettered discretion and without cause, terminate this Agreement for any reason on 30 calendar days' written notice to the other Party. All SYRCL data, documents, objects, materials, or other tangible things shall be returned to SYRCL upon the termination or expiration of this Agreement. All Awardee data, documents, objects, materials, or other tangible things shall be returned to Awardee upon the termination or expiration of this Agreement.
 - b. Upon termination, Awardee shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Awardee be entitled to receive more than the amount that would be paid for its full performance of the work required by this Agreement.
 - c. The Parties retain any and all available legal and equitable remedies for a breach of this Agreement.
6. **Relationship of Parties.**
- a. Awardee is, and shall at all times remain as to SYRCL, a wholly independent contractor. Awardee shall have no power to incur any debt, obligation, or liability on behalf of SYRCL or otherwise to act on behalf of SYRCL as an agent. Neither SYRCL nor any of its agents shall have control over the conduct of either Awardee or any of Awardee's employees, except as set forth in this Agreement. Awardee shall not represent that it, or that any of its agents or employees are, in any manner employees of SYRCL. Under no circumstances shall Awardee or its employees look to SYRCL as an employer. Awardee shall not be entitled to any benefits. Awardee shall be responsible for all reports and obligations including, but not limited to social security taxes,

income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

- b. SYRCL is, and shall at all times remain as to Awardee, a wholly independent contractor. SYRCL shall have no power to incur any debt, obligation, or liability on behalf of Awardee or otherwise to act on behalf of Awardee as an agent. Neither Awardee nor any of its agents shall have control over the conduct of either SYRCL or any of SYRCL's employees, except as set forth in this Agreement. SYRCL shall not represent that it, or that any of its agents or employees are, in any manner employees of Awardee. Under no circumstances shall SYRCL or its employees look to Awardee as an employer. SYRCL shall not be entitled to any benefits. SYRCL shall be responsible for all reports and obligations including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

7. Indemnification.

- a. For purposes of this Section 7, Awardee shall include Awardee's officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by Awardee or its subcontractors, in the performance of this Agreement. "SYRCL" shall include SYRCL, its officers, agents, employees, and volunteers.
- b. To the fullest extent permitted by law, Awardee shall indemnify, hold harmless, and defend SYRCL from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Awardee's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Awardee or failure to comply with any provision in this Agreement. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential, or otherwise. Property damage shall include injury to any personal or real property. Awardee shall not be required to indemnify SYRCL for such loss or damage as is caused by the sole active negligence or willful misconduct of SYRCL. Such costs and expenses shall include reasonable attorneys' fees for mutually agreed upon counsel, expert fees and all other costs and fees of litigation. Awardee shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- c. To the fullest extent permitted by law, SYRCL shall indemnify, hold harmless, and defend Awardee from and against any and all claims, losses, costs or expenses arising out of or in connection with SYRCL's failure to satisfy or otherwise comply with any obligation imposed on SYRCL by the DWR Grant Agreement. Such costs and expenses shall include reasonable attorneys' fees for mutually agreed upon counsel, expert fees and all other costs and fees of litigation. SYRCL shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- d. Awardee agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 7 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Awardee's behalf.
- e. SYRCL does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Indemnification obligations apply regardless of whether

or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

8. Insurance.

a. Awardee shall maintain insurance as described in this Section 8 and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by SYRCL shall not relieve or decrease any liability of Awardee. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

b. SYRCL will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive Awardee's obligation to provide them. Awardee shall file with SYRCL:

- Certificate of Insurance, indicating companies acceptable to SYRCL, with a Best's Rating of no less than A: VII showing. The Certificate of Insurance must include the following reference: **Memorial Park Magenta Drain Restoration Project**.
- Documentation of Best's rating acceptable to SYRCL.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

c. Insurance coverage shall be at least in the following minimum amounts:

- General Liability:
- General Aggregate: \$2,000,000
- Products Comp/Op Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$ 50,000
- Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
- Workers' Compensation Statutory Limits
- EL Each Accident \$1,000,000
- EL Disease - Policy Limit \$1,000,000
- EL Disease - Each Employee \$1,000,000

- Automobile Liability
- Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the

minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- d. Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited, or restricted Occurrence forms are not acceptable.
- e. Awardee is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Awardee will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- f. Covered vehicles shall include owned if any, non-owned, and hired automobiles and trucks.
- g. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- h. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Awardee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- i. SYRCL and its officers and employees must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Awardee. Awardee's insurance policies shall be primary as respects any claims related to or as the result of the Awardee's work. Any insurance, pooled coverage or self-insurance maintained by SYRCL, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Awardees shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Awardee's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- j. In the event any policy is canceled prior to the completion of the project and Awardee does not furnish a new certificate of insurance prior to cancellation, SYRCL has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due Awardee under this Agreement. Failure of Awardee to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.

- k. Awardee shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Awardee shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Awardee shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: South Yuba River Citizens League, 313 Railroad Avenue, Nevada City, CA 95959.
 - l. The insurance provided by Awardee, including all endorsements, shall be primary to any coverage available to SYRCL. Any insurance or self-insurance maintained by SYRCL and/or its officers, employees, agents, or volunteers, shall be in excess of Awardee's insurance and shall not contribute with it.
 - m. Awardee hereby waives all rights of subrogation against SYRCL. Awardee shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
 - n. Awardee shall report to SYRCL, in addition to the Awardee's insurer, any and all insurance claims submitted to Awardee's insurer in connection with the services under this Agreement.
 - o. Awardee must disclose all deductibles and self-insured retention amounts to SYRCL. SYRCL may require Awardee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, SYRCL must approve all such amounts prior to execution of this Agreement.

SYRCL has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Awardee shall be responsible for all premiums and deductibles in all of Awardee's insurance policies. The amount of deductibles for insurance coverage required herein are subject to SYRCL's approval.
 - p. Awardee's duty to defend and indemnify SYRCL under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
9. **Notices.** All notices, bills, invoices, reports, and demands required or permitted to be given or made under this Agreement shall be in writing and either (1) personally delivered, (2) emailed as a PDF, or (3) mailed by first class registered or certified mail, postage prepaid and return receipt requested, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons named may be changed by either of the Parties by giving 10 days' written notice to the other Party.

Andrea Mason
Finance & Administration Director
313 Railroad Avenue
#101, Nevada City,
finance@yabariver.org
530-265-5961 ext 206

Zac Quentmeyer
Deputy Public Works Director
125 E Main St.
Grass Valley, CA 95945
zacq@cityofgrassvalley.com
530-274-4713

10. **Surviving Covenants.** The Parties agree that the covenants contained in Sections 7 (“Indemnification”) and 8(g) shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

11. **State Grant Provisions.** As this Agreement is implemented pursuant to funding from the DWR Grant Agreement, Awardee agrees to the following terms:

- a. The DWR, the Department of General Services, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Awardee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated.

Awardee agrees to allow any such State auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Awardee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

- b. Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared based on grant funding from the State. The disclosure statement shall include the DWR IRWM: Grant Agreement No. 4600015407 and dollar amount of all grant agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report. If the Awardee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Awardee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.
- c. During the performance of this Agreement, Awardee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Awardee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Awardee and subcontractors shall comply

with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Awardee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Awardee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- d. The Awardee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this subdivision. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, SYRCL may copyright the same, except that, as to any work which is copyrighted by the SYRCL, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

12. Warranty of Authorization. The persons executing this Agreement represent and warrant for the benefit of the Party for which they do not sign that he or she has actual authority to bind his or her principal to every term, condition, and obligation in this Agreement and that all requirements relating to such authority have been fulfilled.

13. Interpretation of Agreement.

- a. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- b. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between SYRCL and Awardee with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by SYRCL and Awardee.
- c. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- d. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- e. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- f. Each Party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

14. General Provisions.

- a. All data, documents, discussion, or other information developed or received by Awardee for performance of this Agreement are deemed confidential and Awardee shall not disclose it without prior written consent by SYRCL. SYRCL shall grant such consent if disclosure is legally required. All SYRCL data shall be returned to SYRCL upon the termination or expiration of this Agreement.
- b. Neither Party shall delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the other Party's prior written consent, and any attempt to do so shall be void and of no effect. SYRCL shall not be obligated or liable under this Agreement to any party other than Awardee, and Awardee shall not be obligated or liable under this Agreement to any party other than SYRCL.
- c. This Agreement shall be binding on the successors and assigns of the Parties.
- d. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the Parties.
- e. Time is of the essence for each and every provision of this Agreement.
- f. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by any Party unless in writing signed by one authorized to bind the Party asserted to have consented to the waiver. The waiver by any Party of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- g. Awardee shall not be liable for any failure to perform if it presents acceptable evidence, in SYRCL's sole judgment, that such failure was due to causes beyond Awardee's control and without the fault or negligence of Awardee.
- h. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter

existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any or all of such other rights, powers or remedies.

- i. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- j. **Venue.** The venue for any litigation shall be Nevada County, California and Awardee hereby consents to jurisdiction in Nevada County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

City of Grass Valley

Date

Attest:

Date

Approved as to Form:

Date

South Yuba River Citizens League

Date

Exhibit "A" – AWARDEE Scope of Work

PROJECT 1: Memorial Park Magenta Drain Restoration Project

IMPLEMENTING AGENCY: City of Grass Valley

Is this a Disadvantaged Community Project? Yes No

DAC/EDA Benefit Level: 75% - 100%

PROJECT DESCRIPTION:

The City of Grass Valley proposes to restore a stretch of creek that runs through Memorial Park, the most centrally located park in the city. The creek restoration will provide safe public access to the creek for the first time since the Gold Rush. At one time it was a toxic mine drain and with recent remediation efforts by the State and the City of Grass Valley, the creek runs clean again. Now that the creek is safe the City wishes to reestablish the creek as an amenity to our community. Restoration of the creek will include: 1) removal of non-native vegetation along the creek and replacement with native riparian vegetation; 2) reconstruction of the creek channel to slow flows and allow for infiltration and settling of sediment; 3) laying back the banks of the creek and removing perimeter fencing to improve public access; and 4) installation of boulders and rock slope protection to armor the banks of the creek and reduce erosion.

The City of Grass Valley is located in the Wolf Creek Watershed, an important sub-watershed of the Bear River Watershed in the Sierra Nevada Foothills. The entire length of Wolf Creek is listed as 303 (d) impaired under the Clean Water Act. The lower Bear River provides drinking water to southern Nevada County and parts of Placer County. Grass Valley was settled during the Gold Rush in the 1850s and was home to the largest hard rock mines in the state. Currently it is the most heavily populated city in the Bear River Watershed and one of the most impacted from its mining history.

The Magenta Drain is a water drainage named for the color of its water as it ran out of a mine shaft and joined an unnamed creek that flowed through Memorial Park. The mine shaft is part of the EMSHP, the site of one of the largest hard rock mines in California. Magenta Drain ran openly through Memorial Park in the City of Grass Valley until a 2004 lawsuit compelled the State Park and Newmont Mining Corporation to clean up Magenta Drain. The soil and water in the park were found to have toxic levels of arsenic, iron and manganese. In 2011, EMSHP completed a passive water treatment plant for the Magenta Drain effluent but arsenic laden soil remained in Memorial Park. For the past 13 years the creek has been fenced off from the public. In 2013, the City of Grass Valley (CGV) removed all the contaminated soil from the park and the grounds and creek water have since been found to no longer contain elevated contamination.

Established in 1922, Memorial Park is a 7.6-acre park that has been modernized as primarily a recreational park. The park offers the following amenities: Swimming Pool, Softball Field, Pickleball, Basketball and Tennis Courts, Playground, and a Veteran's Memorial area. Magenta Drain bisects Memorial Park and runs from the Empire Mine State Park property north of Race St, underneath Race St in a drainage culvert, then in an open channel through the park to another underground culvert at Memorial Lane. Restoration of Magenta Drain will improve one of the last

remaining neglected areas of the park and offer a more natural and inviting public use experience.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via as Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager’s comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

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

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Not applicable

Deliverables:

- None

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

Task 4: Feasibility Studies

Not applicable

Deliverables:

- None

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA and as applicable, NEPA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- All completed NEPA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: No permits at this time.

The following permits are anticipated to be acquired for this project:

- RWQCB Section 401 Permit
- Army Corps Section 404 Permit
- CDFW Streambed Alteration Agreement

Deliverables:

- Permits as required

Task 7: Design

Technical designs and specifications for the creek and riparian zone restoration, including public use enhancements, stormwater management measures and vegetation management measures. A stormwater pollution prevention plan (SWPPP) will be developed as necessary.

Deliverables:

- Preliminary Design Report
- 100% Technical Design Plans
- Technical Specifications
- Stormwater Pollution Prevention Plan (SWPPP)

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary to secure a contractor and award the contract, including develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Mobilization and demobilization will include a variety of equipment and materials associated with the project.

11(b): Site preparation will include:

- Installation of BMPs and construction fencing
- Clearing and grubbing to remove invasive species from the current channel and riparian area. Removal of existing fencing and bridges

11(c): Creek reconstruction

- Channel and bank excavation and regrading
- Creek bed lining and bedding material installation

- Cobble and rock slope protection installation

11(d): Riparian habitat and access improvements

- Replant banks with native vegetation
- Construct new pedestrian bridges
- Construct public use and picnic areas

Deliverables:

- Photographic Documentation of Progress