

## Regular Meeting of the Board of Directors

9751 Merced Falls Road  
**April 18, 2022 at 1:00 p.m.**

**Mission Statement:** *The Lake Don Pedro CSD is dedicated to providing our customers with ample quantities of high quality water meeting all standards, in a fiscally responsible manner.*

### AGENDA

**1. CALL TO ORDER:** Presiding Officer: Establish Quorum, Pledge of Allegiance:

**2. PUBLIC COMMENT:**

Any person may address the Board at this time on any matter within the jurisdiction of the Board that is NOT ON THE AGENDA. A maximum of three minutes is allowed each person and a maximum of 20 minutes per topic. Any person wishing to address the Board on an item ON THE AGENDA will be given the opportunity at that time. Speakers are encouraged to consult District Management or Directors prior to agenda preparation regarding any District matters, as no action will be taken on non-agenda issues.

**3. PRESENTATION ONLY:**

- a. Presiding Officer's Report
- b. General Manager's Report:
  - Grant / Study Updates
  - Current District Projects
  - Operations Updates
  - Administrative Updates

**4. APPROVAL OF CONSENT AGENDA:** The following items may all be approved in one motion or considered separately as determined appropriate by the President

- a. Read and file the Treasurer's Report for the period ending March 31, 2022 including summary of claims paid
- b. Approval of the Minutes of the Special Meeting of March 21, 2022

**5. DISCUSSION AND ACTION ITEMS:**

- a. Discussion / Approval of Resolution 2022-xxxx regarding Contractor Compliance Monitoring Agreement
- b. Information - State Income Survey
- c. Information - Intake Pump & Motor Line Exchange Power Point
- d. Information - Funding Agreement / DWR Intake Project
- e. Discussion / Approval of the new Preliminary Engineering Report (PER) be completed regarding the Proposed Project of the Raw Water Transmission Replacement Project

Meeting agendas and written materials supporting agenda items, if produced, can be received by the public for free in advance of the meeting by any of the following options:

- A paper copy viewed at the District office, 9751 Merced Falls Rd., La Grange, CA 95329 during business hours or mailed pursuant to a written request and payment of associated mailing fees
- An electronic copy received by email. Note - a form requesting email delivery of agendas and/or meeting materials must be completed a minimum of one week in advance of the meeting
- Viewed on the Board page of the District's website
- A limited number of copies of agenda materials will also be available at the meeting

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact the LDPCSD Board Secretary at (209) 852-2251 Ext. 2. Advance notification will enable the District to make reasonable arrangements to insure accessibility

**6. CLOSED SESSION:**

a. CONFERENCE WITH LEGAL COUNSEL—REAL PROPERTY NEGOTIATIONS

Pursuant to Government Code § 54956.8

Property:	Groundwater well property
Agency Negotiator:	Patrick McGowan
Negotiating Parties:	District and Owner
Under Negotiation:	Price, Terms and Conditions

b. PERSONNEL MATTERS (Government Code §54957)

Public Employee Performance Evaluation, General Manager  
CLOSE CLOSED

**7. ADJOURNMENT:**

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# Lake Don Pedro Community Services District

## GENERAL MANAGER'S REPORT

April 18th, 2022

The District's emergency pump & motor line exchange at Barrett Cove is complete. This vital system preservation project will ensure water reliability for our community in the near and present future. LDPCSD is confident this system upgrade will keep water flowing, while we eagerly anticipate the completion of the DWR Small Community Drought Relief funded Intake Upgrade Project.

The District's focus continues to be distribution upgrades throughout the system, while maintaining a reasonable capital reserve in the event of system failures/emergency.

In addition to finding me in my office, I can be reached at the following:

- District phone – (209) 852-2331
- E-mail - Patrick@ldpcsd.org

### *Grant/Study Updates*

**DWR SMALL COMMUNITY DROUGHT RELIEF PROGRAM-** Draft funding agreement has been received and is in the process of review by legal counsel.

**USDA LOAN / RAW WATER MAIN REPLACEMENT – PLEASE SEE ATTACHED MEMO UPDATE.**

### *Current District Projects*

- **EMERGENCY LEAK CREW** – There have been **TWO** service leaks since our last meeting. Staff continues to assist water loss numbers with quick and immediate repairs once notified.
- **CORONADO TANK PUMP & MOTOR- COMPLETE**
- **INTAKE PUMP LINE EXCHANGE – COMPLETE**
- **PORTER WELL – CLOSED SESSION**
- **MEDINA WELL EASEMENT-** District staff have spent time maintaining various easements throughout our area. We are awaiting fencing estimates to secure access to District staff.
- **WATER STORAGE FACILITIES INSPECTION & CLEANING – COMPLETE**
- **PLANT EFFLUENT METER – COMPLETE**
- **RANCHITO I FLOW METER REPLACEMENT - COMPLETE**
- **HYDRANT/VALVE MAINTENANCE** – District operations staff continues to move forward with our hydrant maintenance plan. Staff check operation of hydrant, and isolation valve. Clean, and paint hydrant according to gpm hydrant test. Clear any soil/debris from around each location, and place a blue reflector adjacent from hydrant to help notify fire department of location in the case of an emergency.

### *Operations*

- **SERVICE ORDERS** – This past month we have completed 57 service order requests:
  - 26 Meter boxes cleaned & rodent protected
  - 20 Meter reads, for properties being sold
  - 4 Possible leaks
  - 3 Meter installs
  - 2 Water quality
  - 1 Meter replacement
  - 1 Water pressure
- **BARGE** – Our barge pumping operations have required constant monitoring and assistance from staff. The rapid water elevation changes in Barrett Cove have forced staff to add, than remove pipe extensions more frequently than anticipated.
- **MONTHLY METER READS** - Staff performed 1503 monthly meter reads for billing.

- **WATER SAMPLES** - Working with our water lab under the guidance of the SWRCB, District staff grab water samples on the 1<sup>st</sup> or 3<sup>rd</sup> Tuesday of each month.
- **SEDIMENTATION BASIN CLEANING** – Raw water quality has forced operations staff to empty and clean basin monthly. This has drastically increased water used in our treatment plant.
- **WATER QUALITY / JAR TESTS** – Ever changing raw water quality has required staff to perform bi-weekly water quality/ jar tests. These tests allow water treatment operators the ability to experiment with chemical dosage in a controlled setting. Our treatment operators perform numerous tests weekly to determine the proper dosage.

### *Administrative*

- **VEHICLE GPS** – The District is currently reviewing vehicle gps systems.
- **LABOR MONITORING & COMPLIANCE – PLEASE SEE ATTACHED STAFF REPORT & RESOLUTION**
- **STREAMLINE / LDPCSD WEBITE** – District website has been updated to ensure we are compliant with all Brown Act requirements. In addition, we have activated the online question submission form to allow residents to ask questions directly to staff online.
- **MARCH DAILY TASK BREAKDOWN – PLEASE SEE ATTACHMENT**
- **RAW WATER MAIN REPLACEMENT FUNDING – PLEASE SEE ATTACHED STAFF REPORT**
- **SWRCB DIVISION OF DRINKING WATER** – Our District recently went through an inspection to ensure we are meeting all requirements outlined within our water permit. We are awaiting inspection report; initial conversations with Associate Sanitary Engineer / Regulator were extremely positive.
- **STATE INCOME SURVEY**- Initial customer notification letters have been sent. Surveys are soon to follow.

Sincerely,

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Patrick McGowan  
General Manager



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**  
**From: Patrick McGowan**  
**Date: April 18th, 2022**  
**Subject: Monthly Water Loss Report**

**Date: 2/24/2022 – 3/30/2022**

**Plant Effluent Meter Reading: 183,957 (ccf)**

**Water Sold: 11,641 (ccf) = 26.72 Acre Feet**

**Flows into System: 16,177 (ccf) = 37.13 Acre Feet**

**Change in Storage: 51 (ccf) = .11 Acre Feet**

**Flows Out of Zone: 14,055 (ccf) = 32.26 Acre Feet**

**Water Used at Plant: 1,278.43 (ccf) = 2.93 Acre Feet**

**Pumped From Lake: 16,946 (ccf) = 38.9 Acre Feet**

**Pumped From Wells: 2,495 (ccf) = 5.7 Acre Feet**

**Total Water Pumped: 19,441 (ccf) = 44.6 Acre Feet**

**Real and Apparent Treated Water Loss: 5.05 Acre Feet 13.6%**



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**  
**From: Patrick McGowan**  
**Date: April 18th, 2022**  
**Subject: Reservoir Level Update**

**Description – Reservoir Level**

**March 11th, 2022**

**712.20' Above Sea Level**  
**295,493 Acre Feet Water Storage**

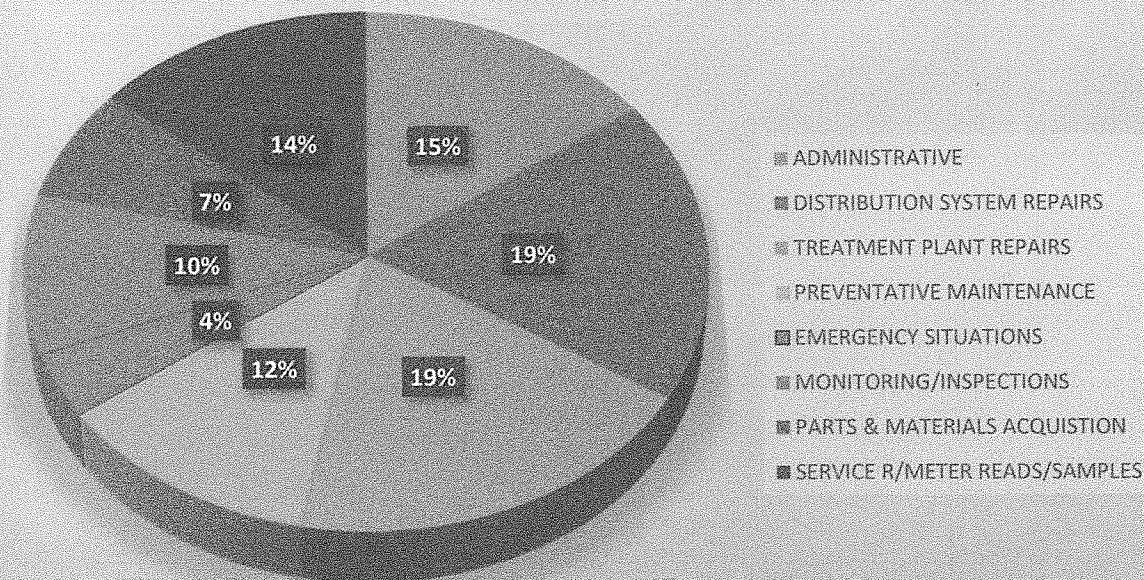
**April 10th, 2022**

**732.95' Above Sea Level**  
**357,712 Acre Feet Water Storage**

**62,219 Acre Feet Increase in Storage**  
**20.3 Billion Gallons of Water Increase**  
**20.75' Increase in Reservoir Level**  
**Rainfall Total = 11.26"**

ADMINISTRATIVE	15%
DISTRIBUTION SYSTEM REPAIRS	19%
TREATMENT PLANT REPAIRS	19%
PREVENTATIVE MAINTENANCE	12%
EMERGENCY SITUATIONS	4%
MONITORING/INSPECTIONS	10%
PARTS & MATERIALS ACQUISITION	7%
SERVICE R/METER READS/SAMPLES	14%

### MARCH TASK BREAKDOWN





**LAKE DON PEDRO  
COMMUNITY SERVICES DISTRICT**

**Treasurer's Report**

Reporting Period: March 2022

**The district ended the month of March 2022 with the following balances in our accounts:**

**\* All bank accounts verified against bank statements**

Restricted:		
Investment - LAIF	\$	175,233
Total Restricted:		<u>\$ 175,233</u>
Unrestricted:		
Checking	\$	63,996
Money Market - Working Capital	\$	434,688
Petty Cash	\$	<u>125</u>
Total Unrestricted:		<u>\$ 498,809</u>
Total Restricted & Unrestricted:		<u>\$ 674,042</u>

**The district ended March 2022 with the following amounts affecting our financial status:**

	Mar-2022	Year to Date
<b>Sales &amp; Business Revenue:</b>	<u>\$ 131,012</u>	<u>\$ 1,190,110</u>
<b>Total Operating Expenses:</b>	<u>\$ (149,705)</u>	<u>\$ (1,132,282)</u>
<b>Non-Operating Income/Expense:</b>	<u>\$ 2,701</u>	<u>\$ (97,612)</u>
<b>Water Drought Income/Expense:</b>	<u>\$ (33,464)</u>	<u>\$ (56,446)</u>
<b>Change in Net Assets (P&amp;L):</b>	<u>\$ (49,456)</u>	<u>\$ (96,230)</u>
<b>Net Cash Flow:</b>	<u>\$ (76,845)</u>	<u>\$ (152,150)</u>

**Accounts Receivable:**

Billing Time Frame	Utility Billing	Availability Billing	A/R Other	A/R Accrue
Current	\$ 594	\$ -	\$ -	\$ 113,279
> 30 Days	\$ 47,840	\$ -	\$ -	\$ -
> 60 Days	\$ (7,627)	\$ -	\$ -	\$ -
> 90 Days	\$ 3,053	\$ -	\$ -	\$ -
> 120 Days	\$ 23,662	\$ 180,210	\$ 35,241	\$ -
Credits	\$ (28,851)			
<b>Total</b>	<b>\$ 38,671</b>	<b>\$ 180,210</b>	<b>\$ 35,241</b>	<b>\$ 113,279</b>
<b>Total Combined</b>	<b>\$ 332,160</b>		<b>\$ 35,241</b>	
 G/L Balance	 \$ 332,160		 \$ 35,241	
<b>Difference</b>	<b>\$ -</b>		<b>\$ -</b>	

\* Amount of availability payments received: \$101,199

\* Amount of availability payments outstanding: \$79,011

**Accounts Payables:**

Payable Time Frame	A/P Trade	A/P Accruals	A/P Water Accrual
Current	\$ 19,819	\$ -	\$ 7,363
> 30 Days	\$ -	\$ -	\$ 6,084
> 60 Days	\$ -	\$ -	\$ -
> 90 Days	\$ -	\$ -	\$ -
Credits	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 19,819</b>	<b>\$ -</b>	<b>\$ 13,447</b>
 G/L Balance	 \$ 19,819	 \$ -	 \$ 13,447
<b>Difference</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**“ I certify that the District investments have been made in accordance with the Investment Policy. I further certify that the District has adequate revenue to cover its operating expenses for the next six months, in accordance with California Government Code Sections 53646 (b) (2) and (3) respectively”.**

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Name	Title	Date
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**Statement of Revenues and Expenses (P&L)**  
**March 2022 & Year-To-Date Versus 6/30/22 Approved Budget**

		Mar-22	March vs Budget %	2021-2022 YTD	YTD vs Budget %	2021-2022 Budget	Remaining Budget
<b>Revenue</b>							
01-0-3010-301	Meter Reconnection Fee	50	#DIV/0!	50	#DIV/0!	-	(50)
01-0-3010-302	Donated Capital - Meters Curre	15,000	15.79%	60,000	63.16%	95,000	35,000
01-0-4010-400	Water Sales Residential	28,244	7.21%	283,700	72.39%	391,900	108,200
01-0-4010-402	Water Availability Revenue	14,900	7.83%	134,536	70.66%	190,400	55,864
01-0-4010-403	Water Service Charges	85,368	8.16%	754,325	72.12%	1,046,000	291,675
01-0-4020-410	Interest Income - LAIF	-	0.00%	350	20.60%	1,700	1,350
01-0-4020-413	Int Inc Penalties - Customer	2,370	11.18%	23,819	112.35%	21,200	(2,619)
01-0-4020-414	Transfer Fee Income	950	9.22%	6,950	67.48%	10,300	3,350
01-0-4020-415	Other Income	6,438	63.12%	18,726	183.59%	10,200	(8,526)
01-0-4020-416	Meter Set Fee	1,500	15.79%	7,000	73.68%	9,500	2,500
01-0-4020-900	Hydrant Service Charge	-	0.00%	84	21.00%	400	316
01-0-4020-901	Hydrant Rental	-	0.00%	1,240	206.67%	600	(640)
01-0-4020-902	Hydrant Consumption	-	0.00%	527	75.26%	700	173
01-0-4020-999	Avail Fee Income	-	0.00%	1,699	70.81%	2,400	701
01-0-4040-100	Lease Fee	2,350	7.83%	21,150	70.50%	30,000	8,850
<b>TOTAL REVENUE</b>		<b>157,170</b>	<b>8.68%</b>	<b>1,314,156</b>	<b>72.59%</b>	<b>1,810,300</b>	<b>496,144</b>
<b>Expenses</b>							
01-1-5010-100	Regular Pay - Plant	16,666	8.01%	142,199	68.36%	208,000	65,801
01-1-5010-101	Overtime Pay	1,925	7.40%	19,778	76.07%	26,000	6,222
01-1-5010-102	Sick Pay	663	8.73%	5,606	73.76%	7,600	1,994
01-1-5010-104	Vacation Pay	814	7.40%	7,677	69.79%	11,000	3,323
01-1-5010-105	Holiday Pay	-	0.00%	8,003	81.66%	9,800	1,797
01-1-5010-200	PERS	1,369	7.61%	12,762	70.90%	18,000	5,239
01-1-5010-201	FICA/Medicare	1,518	8.43%	14,047	78.04%	18,000	3,953
01-1-5010-202	SUI	42	2.48%	1,015	59.71%	1,700	685
01-1-5010-203	Health Insurance	4,264	8.20%	38,610	74.25%	52,000	13,390
01-1-5010-204	Workers Compensation	522	5.86%	9,886	111.08%	8,900	(986)
01-1-5010-206	Dental Insurance	315	8.52%	2,838	76.69%	3,700	862
01-1-5010-546	Travel, Meetings & Mileage	-	0.00%	97	9.69%	1,000	903
01-1-5020-510	Repair & Maintenance - Plant	5,473	28.81%	36,828	193.83%	19,000	(17,828)
01-1-5020-511	Repair & Maintenance - Vehicle	3,398	33.98%	7,348	73.48%	10,000	2,652
01-1-5020-512	Repair & Maintenance - Distribution	7,145	10.66%	35,970	53.69%	67,000	31,030
01-1-5020-515	R&M Transmission - Intake	-	0.00%	-	0.00%	5,000	5,000
01-1-5020-517	R&M Transmission - Well #2	-	0.00%	6,426	98.86%	6,500	74
01-1-5020-520	Small Tools & Equipment	185	1.68%	5,685	51.68%	11,000	5,315
01-1-5020-521	Vehicle Equipment Fuel	-	0.00%	10,946	52.12%	21,000	10,054
01-1-5020-522	Gas, Oil & Lubricant - Plant	1,701	24.30%	3,104	44.35%	7,000	3,896
01-1-5020-524	Health & Safety	332	4.16%	3,579	44.74%	8,000	4,421
01-1-5020-529	Telephone - T & D	1,156	12.17%	10,264	108.05%	9,500	(764)
01-1-5020-544	Water Testing Fees	1,030	6.87%	12,845	85.63%	15,000	2,155
01-1-5020-545	Water System Fees	10,736	249.68%	11,014	256.14%	4,300	(6,714)
01-1-5020-548	Water Testing Materials	-	0.00%	83	8.28%	1,000	917
01-1-5021-521	Water Treatment Chemicals	14,255	30.33%	56,672	120.58%	47,000	(9,672)
01-1-5021-524	P G & E Power - Office	210	4.21%	2,474	49.48%	5,000	2,526
01-1-5021-525	P G & E Power - Intake	8,179	9.09%	90,664	100.74%	90,000	(664)
01-1-5021-526	P G & E Power - Well	31	0.68%	11,576	257.25%	4,500	(7,076)
01-1-5021-527	P G & E Power - Water Treatment	2,668	9.20%	25,599	88.27%	29,000	3,401
01-1-5021-528	P G & E Power - Distribution	2,788	7.54%	30,412	82.19%	37,000	6,588
01-1-5021-529	P G & E Power - Well 2	1,030	41.21%	2,663	106.54%	2,500	(163)
01-1-5021-530	P G & E Power - Medina	18	0.33%	1,221	22.20%	5,500	4,279
01-1-5021-532	P G & E Power - Well 5/6	18	0.33%	1,221	22.20%	5,500	4,279
01-1-5021-561	Purchased Water Actual-mid-p	7,363	8.98%	59,837	72.97%	82,000	22,163
01-1-5023-533	Outside Services	602	8.02%	2,908	38.77%	7,500	4,592
01-1-5023-535	Fire Protection/Weed Control	-	0.00%	80	40.00%	200	120
01-1-5023-537	Pest Control	-	0.00%	276	5.02%	5,500	5,224
01-1-5023-538	Engineering Services	-	0.00%	4,530	26.65%	17,000	12,470
01-1-5023-539	Employee Education	-	0.00%	-	0.00%	1,000	1,000
01-1-5024-540	Memberships	473	47.30%	631	63.12%	1,000	369
01-1-5024-543	Licenses, Permits & Cert.	-	0.00%	363	19.11%	1,900	1,537
01-1-5032-583	Depreciation Expense	21,213	8.10%	187,618	71.61%	262,000	74,382
01-2-6010-100	Regular Pay - Administration	17,884	7.48%	164,003	68.62%	239,000	74,997
01-2-6010-101	Overtime Pay	168	11.20%	1,847	123.15%	1,500	(347)
01-2-6010-102	Sick Pay	320	6.81%	2,917	62.07%	4,700	1,783
01-2-6010-104	Vacation Pay	545	7.58%	6,658	92.47%	7,200	542
01-2-6010-105	Holiday Pay	-	0.00%	3,941	75.78%	5,200	1,259

	Mar-22	March vs Budget %	2021-2022 YTD	YTD vs Budget %	2021-2022 Budget	Remaining Budget	
01-2-6010-200	PERS	1,561	7.96%	14,442	73.68%	19,600	5,158
01-2-6010-201	FICA/Medicare	1,404	8.26%	13,237	77.87%	17,000	3,763
01-2-6010-202	SUI	41	2.55%	815	50.95%	1,600	785
01-2-6010-203	Health Insurance	4,353	7.91%	40,323	73.31%	55,000	14,677
01-2-6010-204	Workers Compensation	52	6.45%	978	122.22%	800	(178)
01-2-6010-206	Dental Insurance	319	8.38%	2,867	75.45%	3,800	933
01-2-6010-207	Vision Care	-	0.00%	135	90.13%	150	15
01-2-6010-546	Travel, Meetings & Mileage	-	0.00%	438	43.83%	1,000	562
01-2-6020-512	Propane	85	8.55%	1,613	161.28%	1,000	(613)
01-2-6020-515	Customer Billing Supplies	889	34.19%	2,578	99.15%	2,600	22
01-2-6020-529	Telephone - Admin	1,432	22.03%	11,182	172.03%	6,500	(4,682)
01-2-6020-530	Office Supplies	464	13.25%	3,968	113.38%	3,500	(468)
01-2-6020-531	Postage	845	8.62%	5,706	58.22%	9,800	4,094
01-2-6023-531	Computer IT	2,386	11.36%	23,223	110.58%	21,000	(2,223)
01-2-6023-532	R & M Equipment	-	0.00%	5,858	167.37%	3,500	(2,358)
01-2-6023-533	Outside Services	2,500	7.14%	22,255	63.59%	35,000	12,745
01-2-6023-535	Office Cleaning Serv	160	9.41%	1,400	82.35%	1,700	300
01-2-6023-536	Legal Services	2,008	25.09%	7,257	90.72%	8,000	743
01-2-6023-537	Audit Services	7,950	93.53%	9,225	108.53%	8,500	(725)
01-2-6023-539	Employee Education	-	0.00%	-	0.00%	1,000	1,000
01-2-6024-540	Memberships	-	0.00%	6,662	77.47%	8,600	1,938
01-2-6024-542	Publications	-	0.00%	306	38.21%	800	494
01-2-6024-543	Licenses, Permits & Cert.	-	0.00%	763	763.00%	100	(663)
01-2-6024-899	County Avail Fee	-	0.00%	-	0.00%	2,500	2,500
01-3-6025-100	Regular Pay	500	9.43%	5,200	98.11%	5,300	100
01-3-6025-201	FICA/Medicare	38	9.56%	398	99.45%	400	2
01-9-6030-546	Travel, Meetings & Mileage	78	9.79%	78	9.79%	800	722
01-9-6030-569	Credit Card Service Charges	878	8.28%	8,773	82.76%	10,600	1,827
01-9-6030-572	Business Insurance Expense	5,955	8.27%	65,499	90.97%	72,000	6,501
01-9-6030-576	Misc Other Expense	69	12.15%	466	81.73%	570	104
01-9-6030-577	Retired Employee Health	1,177	4.85%	13,660	56.21%	24,300	10,640
01-9-6031-580	Interest Long Term Debt	980	3.41%	19,756	68.84%	28,700	8,944
01-9-6032-583	Depreciation Expense	18	8.88%	157	78.49%	200	43
<b>TOTAL EXPENSES</b>		<b>173,162</b>	<b>9.80%</b>	<b>1,353,939</b>	<b>76.60%</b>	<b>1,767,620</b>	<b>413,681</b>
<b>CAPITAL IMPROVEMENT PROJECTS (IN PROGRESS)</b>							
01-9-6030-590	NBS Rate Evaluation	-	0.00%	16,207	124.67%	13,000	(3,207)
01-9-6030-596	USDA Intake Upgrade	-	0.00%	(420)	-4.20%	10,000	10,420
01-9-6030-597	DWSRF Expenses	-		-			
01-9-6030-598	DWR Intake Upgrade	33,464		41,705			
01-9-6030-599	SWRCB Grant Disbursements	-		34,826			
<b>TOTAL CIP IN PROGRESS</b>		<b>33,464</b>	<b>145.49%</b>	<b>92,317</b>	<b>401.38%</b>	<b>23,000</b>	<b>(69,317)</b>
<b>CARRYOVER PROJECT (GRANT) REVENUE</b>							
01-0-4020-431	SWRCB Grant Revenue	-	#DIV/0!	35,870	#DIV/0!	-	(35,870)
<b>TOTAL CARRYOVER PROJECT REVENUE</b>		<b>-</b>	<b>#DIV/0!</b>	<b>35,870</b>	<b>#DIV/0!</b>	<b>-</b>	<b>(35,870)</b>
<b>NEW CAPITAL PURCHASES / IMPROVEMENTS</b>							
01-0-1090-216	Auto Meter Read/Replace		0.00%	4,069	13.56%	30,000	25,931
01-0-1090-314	Barge Renovation		0.00%	9,050	90.50%	10,000	950
01-0-1090-318	2018 SCADA Update Project		0.00%	11,251	140.64%	8,000	(3,251)
01-0-1090-320	Alamo, Enebro & Intake		0.00%	1,531	9.57%	16,000	14,469
TBD	Replacement Truck		0.00%	-	0.00%	27,000	27,000
01-0-1090-219	Fence At Sites	1,300	26.00%	1,300	26.00%	5,000	3,700
01-0-1090-317	Water Main Replacement		0.00%	-	0.00%	2,000	2,000
01-0-1090-322	Flushing/Valve Program		0.00%	14,231	94.87%	15,000	769
01-0-1090-321	Filter Tank Inspection Cleaning		0.00%	12,315	123.15%	10,000	(2,315)
01-0-1090-325	Plant Security Upgrades		0.00%	5,112	102.23%	5,000	(112)
TBD	Plant Grounds Upgrades		0.00%	-	0.00%	5,000	5,000
TBD	Test Wells		0.00%	-	0.00%	44,000	44,000
TBD	Used Vacuum Truck / Valve Truck		0.00%	-	0.00%	15,000	15,000
TBD	Office Backup Generator		0.00%	-	0.00%	5,000	5,000
<b>TOTAL NEW CAPITAL PURCHASES/IMPROVEMENTS</b>		<b>1,300</b>	<b>0.66%</b>	<b>58,859</b>	<b>29.88%</b>	<b>197,000</b>	<b>138,141</b>

**LDPCSD Financials****Statement of Net Assets (Balance Sheet)  
for the month ending March 2022****Asset :**

Cash and investments	\$	674,042
Restricted cash	\$	-
Accts Receivable net of res	\$	216,712
Water Drought Receivable	\$	-
Inventory	\$	69,931
Prpd expense & deposits	\$	42,293
Deferred Outflow of Resources - OPEB	\$	66,944
Deferred Outflow of Resources - Pension	\$	127,566
<b>Total current assets</b>	<b>\$</b>	<b>1,197,488</b>

Property, plant & equipment	\$	12,991,337
less depreciation	\$	(7,902,228)
C I P	\$	1,025,399
<b>Net P P &amp; E</b>	<b>\$</b>	<b>6,114,508</b>

**Other L T Assets**

<b>Total Assets</b>	<b>\$</b>	<b>7,311,996</b>
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**Liabilites:**

Accounts payable	\$	19,819
Interest payable	\$	980
Water Accrual	\$	13,447
Accrued Payroll	\$	92,215
A/P Accrued Payables	\$	2,682
L T debt, current	\$	96,683
<b>Total current liab</b>	<b>\$</b>	<b>225,826</b>

**L T debt**

Post Retirement Benefit	\$	1,376,220
Net Pension Liability	\$	318,480
Deferred Inflow of Resources - OPEB	\$	38,713
Deferred Inflow of Resources - Pension	\$	52,346
Muni Loan	\$	474,851
less current above	\$	(96,683)

<b>Total Liabilites</b>	<b>\$</b>	<b>2,389,753</b>
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<b>Net assets</b>	<b>\$</b>	<b>4,922,243</b>
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<b>Total liab &amp; net ass't</b>	<b>\$</b>	<b>7,311,996</b>
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<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
72	000105	PACIFIC GAS & ELECTRIC	03/01/2022	13,881.89
73	0001157	Sierra Instant Printing	03/01/2022	393.29
74	00015297	INLAND POTABLE SERVICES INC	03/01/2022	12,315.00
75	000136	AT&T	03/01/2022	1,826.46
76	660108	VERIZON WIRELESS	03/01/2022	170.11
77	000067	GENERAL PLUMBING SUPPLY CO., I	03/01/2022	341.85
78	000118	D & D PEST CONTROL *	03/01/2022	36.00
79	000442	KAMPS PROPANE INC.	03/01/2022	730.64
80	000383	BUSINESS CARD	03/01/2022	1,001.85
81	000383	BUSINESS CARD	03/01/2022	175.53
82	000383	BUSINESS CARD	03/01/2022	7.95
83	000383	BUSINESS CARD	03/01/2022	263.11
84	000383	BUSINESS CARD	03/01/2022	366.51
85	000383	BUSINESS CARD	03/01/2022	1,113.56
86	0002487	GREG COX TRUCKING	03/02/2022	2,851.97
87	000094	USA BlueBook	03/08/2022	2,544.57
88	000012	AQUA LAB	03/08/2022	6,030.00
89	000442	KAMPS PROPANE INC.	03/08/2022	730.64
90	000263	Brenntag	03/08/2022	1,129.66
91	0009924	PATRICK MCGOWAN	03/08/2022	78.30
92	0002321	STREAMLINE	03/08/2022	200.00
93	000165	ACWA/JPIA	03/08/2022	9,794.20
94	0002487	GREG COX TRUCKING	03/08/2022	709.54
96	UB*10856	RONALD RODGERS	03/08/2022	83.37
97	UB*10857	ANDREW & DONNA LUI, TRUSTEES	03/08/2022	190.28
98	UB*10858	GARY SNYDER, ET/AL	03/08/2022	175.24
99	UB*10859	ELEAZAR RAMIREZ	03/08/2022	316.10
100	0000129	PRECISION ENVIRO-TECH	03/15/2022	1,030.00
101	000203	GRISWOLD, LaSALLE, COBB, DOWD	03/15/2022	1,562.91
102	000092	HOWK SYSTEMS	03/15/2022	3,143.46
103	702	Warmerdam CPA Group	03/15/2022	2,500.00
104	000227	UNITED RENTALS, INC.	03/15/2022	3,311.63
105	000567	GENERAL AIR COMPRESSORS NORTH	03/15/2022	839.23
106	0005300	AVENTA TECHNOLOGY INC	03/15/2022	67.50
107	000797	MERCED FENCE CO	03/15/2022	1,300.00
108	00071	Mother Lode Answering Service	03/15/2022	446.00
109	000010	AMERICAN WATER WORKS ASSOC.	03/15/2022	473.00
110	001888	SWRCB Accounting Office	03/15/2022	10,736.04
111	0006293	WEX Bank	03/21/2022	1,551.12
112	0007349	Recology Mariposa	03/21/2022	601.80
113	000105	PACIFIC GAS & ELECTRIC	03/21/2022	36.20
114	0030204	US Postal Service	03/21/2022	265.00
115	000550	LUIS'S HOUSEKEEPING / YARDS	03/21/2022	160.00
116	000105	PACIFIC GAS & ELECTRIC	03/21/2022	1,030.34
117	0001013	BLOMBERG & GRIFFIN	03/21/2022	7,950.00
118	000136	AT&T	03/25/2022	1,826.28
119	000175	SAFE T LITE OF MODESTO INC.	03/25/2022	332.41
120	0000605	Black Water Consulting Engineers Inc	03/25/2022	19,163.75
121	0001165	O'DELL ENGINEERING	03/25/2022	14,300.00
122	000025	CHEMCO PRODUCTS COMPANY	03/25/2022	14,254.60
123	000094	USA BlueBook	03/25/2022	2,510.52
124	0005300	AVENTA TECHNOLOGY INC	03/25/2022	474.10
125	0001157	Sierra Instant Printing	03/25/2022	888.94
126	000606	BARRY ELECTRIC	03/25/2022	1,703.84
127	660108	VERIZON WIRELESS	03/25/2022	180.35
128	000383	BUSINESS CARD	03/25/2022	443.40
129	000383	BUSINESS CARD	03/25/2022	7.95
130	000383	BUSINESS CARD	03/25/2022	23.25
131	000383	BUSINESS CARD	03/25/2022	151.94
132	000383	BUSINESS CARD	03/25/2022	35.75
133	000383	BUSINESS CARD	03/25/2022	185.11
134	000383	BUSINESS CARD	03/25/2022	86.24

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
495	000076	USPS	03/01/2022	580.14
<b>Report Total:</b>				<b>151,610.42</b>



## Regular Meeting Minutes of the Board of Directors

9751 Merced Falls Road  
**March 21, 2022 at 1:00 p.m.**

1. **CALL TO ORDER:** Presiding Officer: Establish Quorum, Pledge of Allegiance:  
The Board of Directors of the Lake Don Pedro Community Services District held a regular Meeting at 9751 Merced Falls Rd., La Grange, CA 95329.  
Vice President Ross called the meeting to order at 12:59 p.m.  
Directors present: Hankemeier, Ross, Johnson, Warren, and Sperry  
Also present: GM P. McGowan  
Also present: Board Secretary: S. Marchesiello  
Also present: Syed Bukhari from Blomberg & Griffin Accountancy Corporation
2. **PUBLIC COMMENT:**  
**The Board of Directors received no public comments**
3. **PRESENTATION ONLY:**
  - a. Presiding Officer's Report  
***None presented at this time***
  - b. General Manager's Report:
    - Grant / Study Updates
    - Current District Projects
    - Operations Updates
    - Administrative Updates***Presented by GM P. McGowan***
4. **APPROVAL OF CONSENT AGENDA:** The following items may all be approved in one motion or considered separately as determined appropriate by the President
  - a. Read and file the Treasurer's Report for the period ending February 28, 2022 including summary of claims paid
  - b. Approval of the Minutes of the Special Meeting of February 22, 2022

**Motion: To approve the consent calendar**  
**Votes: Carried 5-0**  
**First: Johnson                      Second: Ross**  
**Ayes: Johnson, Ross, Warren, Sperry, and, Hankemeier**  
**Absent:**
5. **DISCUSSION AND ACTION ITEMS:**
  - a. Discussion / Approval review and acceptance of the fiscal year 2021 audit presented by Blomberg & Griffin Accounting Corporation

**Motion: To approve the Fiscal year 2021 Audit presented by Syed Bukhari Blomberg & Griffin Accounting Corporation**

**Votes: Carried 5-0**

**First: Warren**                      **Second: Ross**

**Ayes: Warren, Ross, Hankemeier, Sperry, and Johnson**

**Absent:**

- b. Information – LDPCSD 2021 Consumer confidence Report  
***Information only – No action taken***
- c. Information – Water Storage Facility Inspection and Cleaning Reports  
***Information only – No action taken***

***Closed Open Meeting: 2:07 p.m.***

***Reconvene: 2:17 p.m.***

**6. CLOSED SESSION:**

- a. CONFERENCE WITH LEGAL COUNSEL (Gov. Code, § 54956.9.)  
Anticipated Litigation: Gov. Code § 54956.9 (b)

Report Out: **Nothing to Report**

**7. ADJOURNMENT: 2:17 p.m.**

Respectfully submitted by,

S. Marchesiello  
Board Secretary



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

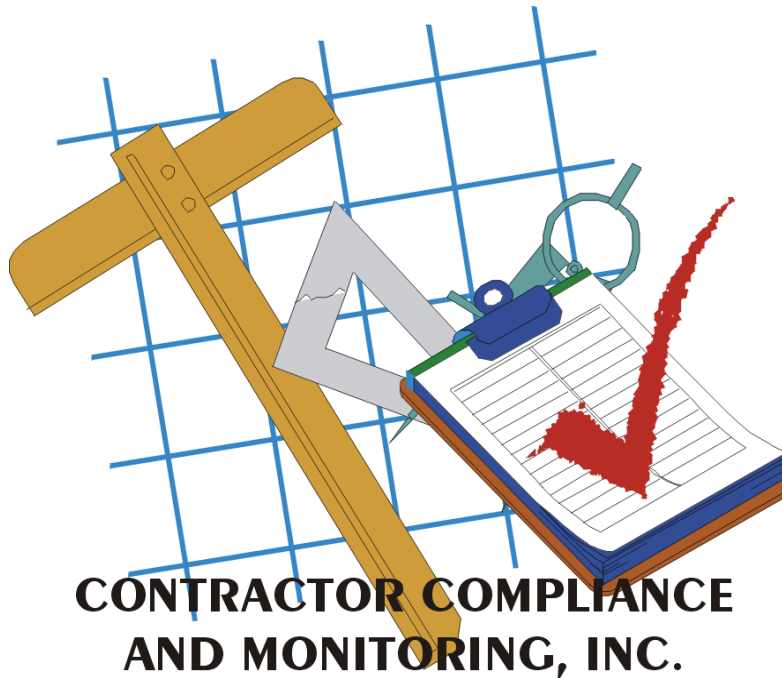
**From: Patrick McGowan**

**Date: April 18th, 2022**

**Subject: Contractor Monitoring Services**

The Department of Water Resources, Small Community Drought Resiliency Program requires that the District adopt, implement and report on a rigorous labor Compliance Program. District management is not experienced in contractor payroll management and other related legal issues, and compliance with the conditions is a requirement of the funding agreement. The District has contracted with CCMI on past grant projects to assist in this role.

**Recommendation – Accept attached proposal for contractor compliance & monitoring services from CCMI.**



Contractor Compliance and Monitoring Inc.'s

Proposal for Labor Compliance Program Services

New project with DWR Small Community Drought Resiliency

Program

Lake Don Pedro CSD

April 4, 2022

**Contractor Compliance and Monitoring, Inc.**

Northern California  
635 Mariners Island Blvd. #200  
San Mateo, CA 94404  
Phone: 650-522-4403  
Fax: 650-522-4402

Southern California  
2343 Donnington Way  
San Diego, CA 92139  
619-472-9065  
619-472-9067

## **Firm Information/Qualifications**

Contractor Compliance and Monitoring, Inc. (CCMI) was incorporated in 2002 and has remained a California corporation in good standing since that time. CCMI was approved by the Department of Industrial Relations in February 2003<sup>1</sup> as a Third-Party Labor Compliance Program Administrator and has continued to provide Labor Compliance Program (LCP) services to contractors, developers and public agencies (school districts, water districts, cities, counties, other public agencies) from Yreka to Chula Vista.

### **Deborah Wilder, President**

Deborah Wilder has been a practicing attorney in the field of construction and prevailing wage compliance for over 38 years. She has represented scores of contractors in both State and Federal prevailing wage audits, apprentice issues and pension benefit issues. Her experience includes reviewing certified payrolls, interviewing employees and subcontractors regarding potential prevailing wage violations, calculating penalties and negotiating settlements with the DIR, filing appropriate legal action, and dealing with issues of enforcement of penalties and representing contractors in administrative debarment actions with the DIR.

She has been hired as an “expert” in the field of prevailing wages and has made dozens of educational presentations to contractors and public agencies on the issue of prevailing wage compliance, including presentations before and in conjunction with: Women Construction Owners and Executives, USA, American Subcontractors Association, California Department of Corrections, California Department of Transportation, and the U.S. Small Business Administration.

Deborah is a much sought after instructor in the field of prevailing wages consulting, conducting nearly a dozen seminars and webinars on the topic each year. This includes all day workshops for Associated Builders and Contractors, numerous Builder’s Exchanges and private contractors. She also participates in a national webinar each year with Associated General Contractors of America

Deborah also served on the Board of Directors of the Construction Craft Training Center from 1995-1997. CCTC is a licensed post-secondary educational facility which provides apprenticeship and training programs to both union and open shop training programs, including such companies as PG&E. As CCMI’s president, she has also written LCPs for several School Districts, Cities and the University of California.

Deborah is the author of *What Every Contractor Should Know about Prevailing Wages* © 2010, 2<sup>nd</sup> Edition 2015 focusing on federal and California prevailing wage requirements and *AGC of America’s Davis-Bacon and Federal Contractor’s Compliance Manual*. 3<sup>rd</sup> Ed © 2010, 4<sup>th</sup> Ed. © 2012; *Davis Bacon Handbook for Public Agencies* © 201; 2<sup>nd</sup> Edition 2016.

<sup>1</sup> DIR stopped approving 3<sup>rd</sup> party LCPs in 2011.

## **2. Labor Compliance Program Experience/ Scope of Work**

Listed below is the Scope of Work CCMI is prepared to perform on your projects:

1. Provide LCP compliance under the requirements of the California Labor Code.
2. Conduct a Preconstruction Conference meeting and provide training and information on LCP requirements including providing handout materials for all contractors and subcontractors. Can be one in person or via conference call.
3. Provide a phone line and e-mail contact where contractors and subcontractors can contact CCMI for clarification on prevailing wage, certified payrolls, apprenticeship and compliance issues.
4. License check and confirmation with California Contractor's State License Board of current and active license status, as well as worker's compensation coverage of all contractors and all listed subcontractors. Verify that contractors are registered as "public works contractors".
5. Verify contractor's eligibility to work by checking the contracting status with the California Department of Industrial Relations' ([dir.ca.gov](http://dir.ca.gov)) debarment list.
6. Review and comparison of work classifications with California prevailing wage to ensure the contractor is paying the correct prevailing wage rate.
7. Monitoring of all Apprenticeship Requirements. Collection and review of all DAS-140 and DAS-142 forms. Review of applicable apprenticeship ratios employed, correct wages paid, training contributions (CAC2 forms). Verification that apprentices are properly supervised and employed in approved ratios as required by California apprenticeship regulations.
8. Monthly audit of certified payrolls forms. This includes obtaining the applicable prevailing wage determinations for each project. Certified Payrolls are generally delivered by the Contractor to CCMI for review and audit. Auditing the payrolls includes: checking proper trade classifications, checking for overtime, weekend, holiday or shift work, checking for \*\* increases, reviewing fringe benefit contributions, verifying that amortization is correct (when used) and review of training contributions made. When appropriate, travel and subsistence is also reviewed.

CCMI recommends the use of LCPtracker on these projects as a cost and time efficient way to collect and store labor compliance documents. LCPtracker also has a function which will allow contractors to upload CPR information to the DIR's eCPR portal.

9. Onsite random interview of workers and verification that all postings are properly listed on the project. (optional)

10. Additional detailed audit of contractors through review of cancelled checks, time cards, and related records (as needed).
11. Communication of potential violations to the Client with recommended action. In the event that potential paperwork or compliance issues with a contractor cannot be resolved quickly, the Client will be notified of this potential problem and a recommendation will be made to the Client to retain a certain portion of the scheduled progress payment until the issue is resolved.
12. Communications with Contractors. CCMI will work with all contractors and subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties and compliance. All meetings and calls with contractors will be documented in the project folder maintained by CCMI.
13. Third Party Requests for documents. A project with a high profile oftentimes draws the attention of certain local watchdog groups who frequently request copies of certified payrolls and related "Public Documents". CCMI will provide the appropriate redacted copies (employees names, addresses and social security numbers are not given to the general public) of certified payroll and related LCP documentation to any third party who makes an appropriate request.

CCMI prides itself in taking a proactive, educational/team approach in working with Clients and contractors before problems arise. Wilder's extensive experience in this area over the last 30 years has given her particular insight into spotting potential problems early on during project construction. CCMI is committed to implementing and enforcing a program that is fair to all contractors, but one which requires strict adherence to the requirements of prevailing wage and Labor Compliance. Our breadth of experience and expertise cannot be matched by any other LCP firm in the State.

### **3. Experience/References**

CCMI has worked on hundreds of projects in the last 5 years. We have assisted our clients with just State or federal prevailing wage requirements and others in which both California and Davis Bacon prevailing wage requirements were imposed. Listed below are three references.

#### **Century Communities at East Garrison**

Project Description: 10 year residential development building homes, apartments, condominiums and townhomes at the former Ft. Ord Military base in Monterey County.

Status of Project: 2012-current

Staffing: Lynda Dubas, Julian Trevino Job walks

Reference: Holly Cordova  
4695 MacArthur Ct, Suite 300  
Newport Beach, CA  
661-487-6080  
[Holly.Cordova@centurycomunities.com](mailto:Holly.Cordova@centurycomunities.com)

#### **City of South Lake Tahoe**

Project Description: 1 project (Affordable housing projects including CA HOME funding)  
4 projects (-California and Davis Bacon wage requirements)

Status of Project: 2013-current

Staffing: Katherine Martins, Lynda Dubas, Deborah Wilder, Julian Trevino job walks

Reference: Lori Marino  
1052 Tata Lane  
South Lake Tahoe, CA 96150  
Phone: (530) 542-6021; Fax: (530) 541-7524  
[lmario@cityofslt.us](mailto:lmario@cityofslt.us)

#### **ROEM Corp.**

Project Description: 4 projects- (Affordable Housing projects in San Jose)

Status of Project: 2011-current

Staffing: Virginia Prevost, Deborah Wilder

References: Farheen Ghatala, Senior Accountant  
1650 Lafayette St.  
Santa Clara, CA 95050  
408-984-5600 X 19  
Fax: 408-984-3111  
[fghatala@roemcorp.com](mailto:fghatala@roemcorp.com)



## 4. Proposed Project Team/Personnel

- (i) CCMI's employment of individuals with construction and prevailing wage experience is key to establishing good working relationships with the public entity and the various contractors. We are not merely a "consulting" firm, but rather a group of individuals who understand the needs of our Clients and contractors to "get the project done."

**A. Yvonne Nickles – Senior Analyst and Training Manager:** Yvonne has been with CCMI since 2005. Her understanding of prevailing wage and public works contracting is extensive. Yvonne previously worked with the City of Dublin's Public Works department. She has worked with numerous agencies on bond funded projects and those with mixed funding where state and federal funding have created an overlap of prevailing wage compliance requirements. Yvonne trains clients as well as oversees training of CCMI's internal staff. Yvonne frequently conducts preconstruction conferences and oversees auditing work by other CCMI staff. On high profile projects, Yvonne also conducts audits and provides prevailing wage training to clients

**b. Lynda Dubas –Analyst:** Lynda has over a decade of experience working for general contractors in the field of California and Federal prevailing wage projects. She has a good rapport with the contractors and is able to communicate concisely and effectively.

**c. Technicians:** Technicians are employees who have worked for CCMI for less than two years, have some experience in the field and work under the direct supervision of an Analyst or Manager. Technicians are assigned to provide routine review and monitoring of certified payrolls.

Additional staff will be assigned as necessary. CCMI has a total of 15 staff members.

**CCMI prefers to permanently assign its staff to work with a specific client so that both the Client and CCMI establish a relationship of trust and accountability. Deborah Wilder always remains available for additional consultation, complex issues or Administrative hearing matters.**

## **5. Capabilities**

### **Labor Compliance Program Experience**

Contractor Compliance and Monitoring, Inc.'s staff works closely with the staff of the Department of Industrial Relations, whether through the OPRL, DLSE, DAS, Office of the Director or legal units. CCMI frequently attends meetings with the Director and DIR staff and also assists in the writing of regulations by contributing comments on proposed regulations impacting LCPs.

### **Experience with the Department of Industrial Relations**

A substantial part of the CCMI's experience involves the monitoring of certified payrolls, including the proper use of wage determinations published by the Department of Industrial Relations (DIR) as well as the proper understanding and use of apprenticeship requirements, i.e. DAS-140 forms, training contributions and the requirements of Labor Code Section 1777.5 regarding the training of apprentices. All three principals in the company have been involved in issues relating to payroll monitoring, apprenticeship training, registration and contribution.

The firm's experience includes being involved with over three hundred audits with the Department of Industrial Relations. This includes both a "paper audit" of the certified payroll and related forms, as well as investigation of claims or charges of impropriety brought by the DIR and/or individual third parties against a contractor. CCMI has a good reputation with the DIR and has had several hundreds of its Request for Forfeitures approved without modification.

### **Experience with the Division of Apprenticeship Standards**

CCMI is in contact with the Division of Apprenticeship Standards on a regular basis, at least monthly. Our staff has attended various training seminars offered by the DAS, as well as had individual training sessions with them for clarification of updated regulations and procedures.

### **Experience with the Office of Policy, Research and Legislation**

CCMI staff is constantly working with the OPRL (formerly the DLSR) and the information and data it publishes. Important notices are issued by the DIR frequently (usually a weekly basis) and ALL CCMI staff subscribe to this information.

### **Experience with the Division of Labor Standards Enforcement**

Deborah Wilder, president of CCMI, has over three decades of experience with the DLSE. This is the division which enforces the prevailing wage requirements and also conducts Administrative Hearings on behalf of the DIR. Deborah has both prosecuted and defended hearings before the DLSE.

### **Quality Control**

CCMI staff attends all LCP training conducted by the DIR (usually twice a year). CCMI staff regularly attends training conducted every year or two by the U.S. Department of Labor on Davis Bacon compliance. In addition, CCMI president Deborah Wilder conducts her own in house staff training on new and updated regulations and implementations on a regular basis. Each staff member has his/her own Administrative Procedures manual (which is updated annually) to insure consistent implementation and compliance of LCP requirements.

## 6. Additional Data

### Insurance:

CCMI maintains \$2 million in general liability as well as automobile liability of at least \$1 million. CCMI will name the District, its officers and agents, volunteers and employees as additional insured. CCMI also maintains professional liability insurance of \$1 million.

### Worker's Compensation:

All CCMI employees are covered by worker's compensation.

### Testimonials:

Listed below are two testimonials regarding CCMI's work and Deborah's book on prevailing wages. We strongly encourage you to contact our references!

"If you don't want to worry about your labor compliance, CCMI are the people for you. They go the extra mile to make sure everyone understands what is required and takes the time to work with the large customers as well as the Mom and Pop shops. They are very hands on and I feel like they always have my best interest in mind. I feel well taken care of from the start of a job to the very end."

*-Jan Shipley, Construction Supervisor, Livermore Valley Joint Unified School District*

"Deborah is one of the most knowledgeable people I know when it comes to both Federal and California prevailing wage compliance. She is able to assist contractors, in a very easy to understand way, about the very complex requirements of prevailing wage. Her book, "What Every Contractor Should Know About Prevailing Wages", should be a staple resource in every contractor's library. I know it is for me. My copy is already well used" *Anne Quick, former chair of the California Apprenticeship Council.*

## 7. Project Pricing

CCMI can provide compliance for this project that is to start in 2022 and be completed within a year, construction cost is \$3,600,000.00 and does not consist of any federal or Proposition 84 funding at a flat fee price of \$10,800.00. Or we can do it on an hourly basis with the hourly rates below with a Not to Exceed of \$13,500.00. Most of the work performed would be done at the analyst rate. These rates do not include the use of LCPtracker. Should the completion of the project exceed 30 days from the time frame provided or increase by 5% a change order will be issued.

Technician:	\$95 per hour
Analyst:	\$115 per hour
Sr. Analyst:	\$150 per hour
Manager:	\$170 per hour
Principal:	\$450 per hour (Wilder only)
LCPtracker	\$150 per month

CCMI does not perform legal work. Legal work can be performed by Deborah Wilder through her Law Firm at the rate of \$495 per hour.

## **Conclusion**

Contractor Compliance and Monitoring, Inc. provides knowledgeable personnel with scores of years of experience in public works, prevailing wage and labor law compliance issues. We are a rare coalition of individuals with expertise in these areas and offer a practical and labor neutral solution for Labor Compliance. We seek to enforce full compliance with labor and employment laws with all parties regardless of union or labor affiliation. The systems we have set in place are created for quick turnaround time and communication with the Client, contractors and subcontractors to ensure both prompt compliance with the law as well as working within the Client's pay schedule and timelines to avoid hampering a contractor's ability to be paid in a timely manner. CCMI would appreciate the opportunity to work with you.

A handwritten signature in cursive script that reads "Deborah E. A. Wilder".

President,  
Contractor Compliance and Monitoring, Inc.

RESOLUTION 2022 - xx

RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT APPROVING AN  
AGREEMENT WITH CONTRACTOR COMPLIANCE MONITORING FOR  
LABOR COMPLIANCE MONITORING FOR DWR SMALL COMMUNITY  
DROUGHT RELIEF PROGRAM

**WHEREAS**, the Lake Don Pedro Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, the has entered into contract with the state Department of Water Resources Small Community Drought Relief Program for funding for our Barrett Cove Intake Upgrade Project; and

**WHEREAS**, the DWR grant program requires the adoption and implementation of a labor compliance plan; and

**WHEREAS**, Contractor Compliance Monitoring is a professional firm in the business of monitoring labor compliance and has submitted a services proposal not to exceed \$10,800.00 which meets the needs of the District and which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT that the proposal and agreement with Contractor Compliance Monitoring included herein as Exhibit A, shall be approved and effective immediately.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on April 18th, 2022, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Dan Hankemeier, President, Board of Directors

ATTEST:

\_\_\_\_\_  
Syndie Marchesiello,  
Secretary CERTIFICATE  
OF SECRETARY  
(STATE OF  
CALIFORNIA) (COUNTY  
OF MARIPOSA)

I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on April 18th, 2022



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

**From: Patrick McGowan**

**Date: April 18th, 2022**

**Subject: State Income Survey**

As part of the application process to apply to State funding programs for water system improvements and upgrades, the funding agencies need to determine the median household income of the service area. The State has assigned Lake Don Pedro CSD with an impartial third-party contractor (Rural Community Assistance Corporation.) RCAC will perform a focused household income survey.



**LAKE DON PEDRO  
COMMUNITY SERVICES DISTRICT**

9751 Merced Falls Road  
La Grange, California 95329  
(209) 852-2331 • Fax (209) 852-2268

March 24, 2022

Dear Resident of Lake Don Pedro Community Services District,

Don Pedro Community Services District (CSD) has plans to apply to State funding programs for water system improvements and upgrades that will include the following:

Lake Don Pedro CSD has been addressing our water supply reliability issues highlighted by the 2011-16 drought. Emergency ground water wells has provided supply during the drought, however, their location in hard rock and undefined aquifer makes our future capacity uncertain. We are applying for planning and design funding to determine the best alternative solution to resolve our source capacity issues.

As part of the application process, the funding agency needs to determine the median household income of the service area. Lake Don Pedro CSD will have an impartial third-party contractor perform a focused household income survey.

Income surveys require a high percentage of residents to respond for the survey to be considered valid. Submittal of incomplete or inaccurate income information could significantly delay or potentially jeopardize the service area's ability to receive state or federal funding support.

It is therefore critical that you provide the information requested accurately on the survey form. Your responses to this survey will be kept anonymous. No personal identifying information will be reported in the survey results.

Rural Community Assistance Corporation (RCAC) will perform this survey. An income survey will be mailed to you in the next few days. Please complete the information and return it to RCAC, Attn: Income Survey, 3120 Freeboard Dr., Suite 201, West Sacramento, CA 95691 using the self-addressed postage paid envelope provided. If unable to meet the response rate after repeated mailings, RCAC will perform door-to-door survey.

RCAC has been authorized to perform this survey on behalf of Lake Don Pedro CSD. You can help your community and District obtain funding from federal and state funding agencies, so that needed improvements can be made. Thank you for your assistance. For more information, please feel free to contact:

Patrick McGowan, General Manager, Don Pedro CSD, E-mail: [patrick@ldpcsd.org](mailto:patrick@ldpcsd.org), Phone: 209/852-2331, Ext 1

Samantha van Breukelen, RDS, RCAC Environmental, E-mail: [Svanbreukelen@RCAC.org](mailto:Svanbreukelen@RCAC.org), Phone: 760/996-3202

The background is a light blue gradient with several white, semi-transparent bubbles of various sizes scattered across it. The bubbles are most concentrated in the top-left and bottom-right corners.

# INTAKE PUMP & MOTOR LINE EXCHANGE

















**STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES**

**AGREEMENT NUMBER: 46000XXXXX**

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
AND  
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**

**FOR THE  
LAKE DON PEDRO INTAKE PUMP STATION PROJECT**

**A PART OF THE SMALL COMMUNITY DROUGHT RELIEF PROGRAM**

**FUNDED BY**

**THE BUDGET ACT OF 2021 (STATS. 2021, CH. 240, § 80)**



**FUNDING AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
LAKE DON PEDRO COMMUNITY SERVICES DISTRICT**

**<SAP AGREEMENT NUMBER>**

**SMALL COMMUNITY DROUGHT RELIEF PROGRAM**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Lake Don Pedro Community Services District a Community Services District in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding pursuant to the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Lake Don Pedro Intake Pump Station Project (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a), and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by June 28, 2024, and no funds may be requested after September 30, 2024.
3. **PROJECT COST.** The reasonable cost of the Project is estimated to be \$3,684,962.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$3,665,962.
5. **GRANTEE REQUIRED COST SHARE.** Grantee agrees to fund the difference between the actual Project Cost in Paragraph 3 and the amount specified in Paragraph 4 if any.
6. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
  - A. For the term of this Funding Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports."
  - B. Grantee submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.
  - C. Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for the Project as listed in Exhibit A of this Funding Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:

- a. Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State, and
- b. Documents that satisfy the CEQA process are received by the State, and
- c. Grantee receives written concurrence from the State of the Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

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

7. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
8. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after December 2, 2021, shall be eligible for reimbursement.

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

- A. Costs incurred prior to December 2, 2021.
- B. Operation and maintenance costs, including post-construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of the Project.
- D. Establishing a reserve fund.
- E. Monitoring and assessment costs for efforts required after Project construction is complete.
- F. Replacement of existing funding sources for ongoing programs.
- G. Payment of federal or state taxes.
- H. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).

- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to December 2, 2021.
- K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
9. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
- i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Grantee's costs, as applicable, in Paragraph 5, "Grantee Required Cost Share."
  - v. Invoices can be submitted by one of the following methods.

- a. Via either email at [Joshua.Bannister@water.ca.gov](mailto:Joshua.Bannister@water.ca.gov) or upload it on DWR's GRanTS website ([Grants.water.ca.gov](http://Grants.water.ca.gov)).
- b. Mail the invoice with the original "wet signature" to the following address: Josh Bannister, Department of Water Resources, South Central Region, 3374 E. Shields Ave, Fresno, CA 93726.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.
11. DEFAULT PROVISIONS. Grantee will be in default under this Funding Agreement if any of the following occur:
  - A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - B. Making any false warranty, representation, or statement with respect to this Funding Agreement, the application, or any documents filed to obtain grant funding.
  - C. Failure to operate or maintain the Project in accordance with this Funding Agreement.
  - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
  - E. Failure to submit timely progress reports.
  - F. Failure to routinely invoice State.
  - G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

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

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

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

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- A. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
  - B. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
13. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager and shall be submitted via email or DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent directly to the Project Manager via email or uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after the execution of the agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.

B. Project Completion Report: Grantee shall prepare and submit to State a Project Completion Report for the Project. Grantee shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

14. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."

15. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:

- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
- B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
- E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.17, "Final Inspections and Certification of Registered

Civil Engineer.” Grantee shall notify the State’s Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

16. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By “overnight” delivery service, provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
17. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Grantee’s performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
18. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources  
Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236  
Phone: (916) 653-4736  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Lake Don Pedro Community Services District  
Patrick McGowan  
General Manager  
9751 Merced Falls Road  
La Grange, CA 95329  
Phone: (209) 852-2331  
Email: [patrick@ldpcsd.org](mailto:patrick@ldpcsd.org)

Direct all inquiries to the Project Manager:

Department of Water Resources

Josh Bannister

Water Resource Engineer

South Central Region Office

3374 E. Shields Ave.

Fresno, CA 93726

Phone: (559) 230-3336

Email: [Joshua.Bannister@water.ca.gov](mailto:Joshua.Bannister@water.ca.gov)

Black Water Consulting Engineers

Jeff Black

District Engineer

602 Lyell Drive

Modesto, CA 95356

Phone: (209) 322-1817

Email: [jeff@blackwater-eng.com](mailto:jeff@blackwater-eng.com)

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

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

Exhibit A – WORK PLAN

Exhibit B – BUDGET

Exhibit C – SCHEDULE

Exhibit D – STANDARD CONDITIONS

Exhibit E – GRANTEE'S AUTHORIZING RESOLUTION

Exhibit F – REPORT FORMATS AND REQUIREMENTS

Exhibit G – STATE AUDIT DOCUMENT REQUIREMENTS



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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

LAKE DON PEDRO COMMUNITY SERVICES  
DISTRICT

\_\_\_\_\_  
Arthur Hinojosa, Manager  
Division of Regional Assistance

\_\_\_\_\_  
Patrick McGowan, General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer, Assistant General Counsel  
Office of General Counsel

Date \_\_\_\_\_

## **Exhibit A**

### **WORK PLAN**

**Project Title:** Lake Don Pedro Intake Pump Station Project

**Funding Recipient:** Lake Don Pedro Community Services District

**Project Description:** The purpose of this Project is to provide the Grantee with a reliable water source that is sustainable, efficient, and can continue to provide adequate water supply to the community during drought conditions. The Grantee receives 87% of its water supply from Lake McClure through a raw water intake pump station due to the lack of groundwater resources. The components of the raw water intake pump station are past their useful life and in poor condition. Only one pump of the station's two intake pumps is functional and there is water loss due to significant leakage from its deteriorating pipes. In addition, the surface water supply from Lake McClure has declined because of extremely low lake levels due to the current drought. The existing raw water intake pump station, constructed in 1969-1970, is capable of pumping as low as 700 feet above sea level (ASL), with an emergency barge that can pump as low as 547 feet ASL. The emergency barge was recently renovated and functions well. However, operators spend 20 hours per week running the emergency barge when it is in use, and the electrical costs associated with running the emergency barge are significantly higher than the electrical costs incurred by the raw water intake pump station.

This Project replaces the existing intake pump system at Barrett Cove with a new intake pump station at the same location and installs a backup generator at the pump station to provide system reliability. The new pump station will increase drought resiliency by efficiently pumping water from as low as 540 feet ASL to compensate for the declining water level in Lake McClure during this drought.

#### **Task 1 – Project Administration**

This task includes project administration, invoicing, and reporting.

Project administration includes working with DWR to develop and execute the grant agreement, administration of the Project including overseeing the budget and schedule, making payments to engineers and contractors after inspections and/or approval of work, and other activities related to the completion of the Project. Includes attending weekly/monthly meetings (as needed) with DWR Project Manager.

Invoicing includes preparing and submitting invoices and appropriate backup documentation to the DWR Project Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting progress reports to DWR. Prepare quarterly reports and submit them to DWR. Draft Grant Completion Report and submit for DWR comments. Prepare final Grant Completion Report incorporating DWR comments. All reports should be prepared as specified in Exhibit F of this Agreement.

#### **Deliverables:**

- Executed grant agreement with schedule and budget and amendments, if needed
- Records retention
- Meeting agendas
- Meeting minutes/action items
- Invoices and supporting documents
- Quarterly progress reports
- Draft Grant completion report
- Final Grant completion report

## **Task 2 – Design and Construction Documents**

Perform topographic surveys of the Project area above the waterline and hydrographic surveys of the Project area below the waterline. Perform preliminary through the final design of the Project and prepare final plans, specifications, and engineering estimates for the new raw water intake pump station, pipeline extension and replacement including necessary appurtenances, electrical control system, and backup generator.

### **Deliverables:**

- 30%, 90%, and Final (100%) Construction Plans, Specifications, and Cost Estimates

## **Task 3 – CEQA Documentation, Permits, and Agreements**

Prepare and adopt the CEQA documents. Provide DWR with documentation to satisfy CEQA compliance including Environmental Information Form (EIF). Acquire the permits listed below. This includes completing the applications and paying the permit fees.

Obtain the following two agreements. The first is a Lake and Streambed Alteration Agreement with the California Department of Fish and Wildlife in compliance with Fish and Game Code section 1602. The second involves working with Merced Irrigation District (MID) to form an agreement to extend the Project pipeline into Lake McClure and begin construction.

### **Deliverables:**

- Final CEQA documentation
- Environmental Information Form
- Copy of Mariposa County Air Pollution Control District ATC Permit
- Copy of U.S. Army Corps of Engineers, Sacramento District, permit to construct in Lake McClure in compliance with Section 404 of the Clean Water Act
- Copy of Lake and Streambed Alteration Agreement with the California Department of Fish and Wildlife
- Copy of Agreement between MID and Lake Don Pedro Community Services District

## **Task 4 – Project Bidding**

Prepare and release the bid advertisement, host a pre-bid walkthrough, respond to questions from bidders, release addendums as required, and host the bid opening. The Grantee will present the lowest bidder to the Grantee's Board of Directors for the contract award. Execute construction contract and issue Notice to Proceed.

**Deliverables:**

- Copy of Bid Documents
- Proof of Advertisement
- Copy of awarded contract
- Copy of Notice to Proceed

**Task 5 – Construction**

This task includes Project construction and construction management.

The Project will replace approximately 420 linear feet (LF) of the pipeline, two submersible pumps and motors rated at 200 and 125 horsepower, 10-inch check and gate valves, pipe fittings, expansion joints, 150-kilowatt generator, and electrical and controls for the system. Additionally, the pipeline will be extended by approximately 850 LF to reach a depth of 540 feet ASL.

The construction management team will respond to contractor requests for information, field directives, and change orders, provide daily inspection, schedule testing during construction as required in the plans and specifications, and prepare as-built drawings at the completion of construction.

**Deliverables:**

- Final Geodetic Survey information
- Construction Photos
- Certification of Project Completion
- As-Built Drawings
- Completion photos

**Exhibit B**  
**BUDGET**

All work associated with the Project must be completed prior to payment of retention. Backup Documentation for cost-share will not be reviewed for the purpose of invoicing. The Grantee is required to maintain all financial documents related to the Project in accordance with Exhibit G (State Audit Document Requirements for Grantees).

<b>Task</b>	<b>Funding Amount</b>	<b>Cost Share: Non-State Fund Source</b>	<b>Total Cost</b>
Task 1 – Project Administration	\$200,071	\$0	\$200,071
Task 2 – Design and Construction Documents	\$271,330	\$0	\$271,330
Task 3 – CEQA Documentation, Permits, and Agreements	\$20,000	\$19,000	\$39,000
Task 4 – Project Bidding	\$27,133	\$0	\$27,133
Task 5 – Construction	\$3,147,428	\$0	\$3,147,428
<b>Grand Total</b>	<b>\$3,665,962</b>	<b>\$19,000</b>	<b>\$3,684,962</b>

**Exhibit C**  
**SCHEDULE**

All work associated with the Project must be completed prior to payment of retention. The Grantee is required to maintain all financial documents related to the Project in accordance with Exhibit G (State Audit Document Requirements for Grantees).

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
Task 1 – Project Administration	12/2/2021	6/28/2024
Task 2 – Design and Construction Documents	2/1/2022	4/1/2023
Task 3 – CEQA Documentation, Permits, and Agreements	1/1/2022	4/1/2023
Task 4 – Project Bidding	4/1/2023	7/1/2023
Task 5 – Construction	7/1/2023	6/28/2024

## Exhibit D

### STANDARD CONDITIONS

#### D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

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

#### D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

#### D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State

may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a



resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.
- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in the first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State

permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

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

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors

to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grantee. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C that concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final

Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this Paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.44. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.45. **UNION ORGANIZING:** Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. **WAIVER OF RIGHTS:** None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E**  
**GRANTEE'S AUTHORIZING RESOLUTION**

**RESOLUTION 2021-13**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE LAKE DON PEDRO COMMUNITY SERVICES DISTRICT  
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION  
FOR THE LAKE MCCLURE RAW WATER INTAKE STATION PROJECT**

**WHEREAS**, the Lake Don Pedro Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, the Lake Don Pedro Community Services District (herein referred to as District) proposes to implement the Lake McClure Raw Water Intake Station Project;

**WHEREAS**, the Raw Water Intake Pump Station Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

**WHEREAS**, the District has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, the District intends to apply for grant funding from the California Department of Water Resources for the Lake McClure Raw Water Intake Station Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAKE DON PEDRO COMMUNITY SERVICES DISTRICT SHALL ADOPT AS FOLLOWS:**

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 69, § 112), District's General Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding.
2. The District's General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The District's General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

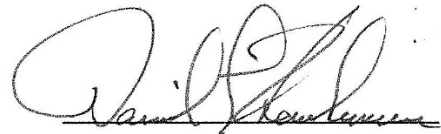
**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the Lake Don Pedro Community Services District on September 28<sup>th</sup>, 2021, by the following vote:

**AYES:** (5) Hankemeier, Ross, Johnson, Warren, Sperry

**NOES:**

**ABSTAIN:**

**ABSENT:**



Dan Hankemeier, President, Board of Directors

**ATTEST:**



Syndie Marchesiello, Board Secretary  
CERTIFICATE OF SECRETARY  
(STATE OF CALIFORNIA)  
(COUNTY OF MARIPOSA)



I, Syndie Marchesiello, the duly appointed and Secretary of the Board of Directors of the Lake Don Pedro Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Lake Don Pedro Community Services District duly called and held at the District office at 9751 Merced Falls Road, La Grange, CA 95239, on September 28th, 2021.

## Exhibit F

### REPORT FORMATS AND REQUIREMENTS

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

#### 1. PROGRESS REPORTS

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

##### PROJECT STATUS

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

##### PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry, and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

##### COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Grantee and each contractor working on the Project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Grantee's finance plan for payment of the Grantee's share of Eligible Project Costs

## SCHEDULE INFORMATION

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

## **2. PROJECT COMPLETION REPORT**

Project Completion Reports shall generally use the following format.

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

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

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

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PL-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list showing:

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

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

## Exhibit G

### STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Cost Share, if any, and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Grantees should ensure that such records are maintained for three (3) years after final disbursement pursuant to this Agreement.

#### State Audit Document Requirements

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State-funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

##### State Funding:

1. Original Funding Agreement, any amendment(s), and budget modification documents.
2. A listing of all grants, loans, or subventions received from the State.
3. A listing of all other funding sources for the Program/Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State-funded Program/Project.

##### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

##### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposits of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

**From: Patrick McGowan**

**Date: April 18th, 2022**

**Subject: DWR Small Community Drought Relief Program**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Lake Don Pedro Community Services District a Community Services District in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

PURPOSE. State shall provide funding pursuant to the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Lake Don Pedro Intake Pump Station Project (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a), and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.

TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by June 28, 2024, and no funds may be requested after September 30, 2024.

PROJECT COST. The reasonable cost of the Project is estimated to be \$3,684,962.

To: Board of Directors, Lake Don Pedro Community Services District  
 From: Christiana Giedd, E.I.T., Black Water Consulting Engineers, Inc.  
 Jennifer Pratt, P.E., Black Water Consulting Engineers, Inc.

Subject: Raw Water Transmission Main Replacement Project  
 Date: April 12, 2022

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Black Water Consulting Engineers, Inc. (Black Water) is pleased to submit this memorandum summarizing the proposed Raw Water Transmission Main Project (proposed project). This summary is based on our best understanding at the time of preparation.

## Proposed Project

Section 1 provides an overall description of the proposed project. Section 2 provides the preliminary cost estimate for the proposed project. Section 3 provides information regarding the potential funding source for the proposed project.

### 1.0 Project Description

The raw water transmission main is over 11,000 linear feet of pressurized pipe that connects the raw water intake pump station to the water treatment plant. The raw water transmission main suffers frequent leaks due to aging infrastructure. The transmission main was constructed in the 1970s and has not been replaced or rehabilitated since it was originally installed. Records show that in 2019 approximately 11% of water that was received by the system was lost in transfer from the main to the water treatment plant. The proposed project will replace the failing raw water transmission main and components in-place.

### 2.0 Project Cost Estimate

The preliminary cost estimate for the proposed project is shown in **Table 1**.

**Table 1 – Preliminary Cost Estimate**

Description	Quantity	Unit	Unit Cost	Subtotal
Welded Steel Pipe to WTP	2	mile	\$ 1,500,000	\$ 3,000,000
Mobilization and Permits	1	LS	\$ 150,000	\$ 150,000
<b>Total Construction Cost</b>				\$ 3,150,000
Contingency (15%)				\$ 472,500
Bond and Legal Counsel				\$ 146,000
Interim Financing Expenses (3%)				\$ 94,500
Engineering Services & Construction Management (25%)				\$ 787,500
Materials Testing Lab (3%)				\$ 94,500
<b>Total Non-Construction Costs</b>				\$ 1,595,000
<b>Total Costs</b>				\$ 4,745,000



### 3.0 Potential Funding through USDA

The District has the opportunity to pursue funding through the USDA for the proposed project. Robert Neilson, the State Engineer, has offered to use the Preliminary Engineering Report (PER) composed for the Raw Water Intake Pump Station Project to write a new PER for the proposed project. This will save the District the expenses associated with writing a PER. The PER would then be used to formally apply for funding through the USDA. It is anticipated that the USDA will provide the required funding for the project, but it is currently unknown what amount of the funding will be grant versus low-interest loan.

The USDA has requested that the District inform the USDA of its intentions regarding the proposed project. If the District plans to move forward with the design and construction of the proposed project when funding is made available, then the State Engineer will proceed with writing the new PER at that time.

Black Water is prepared to design the raw water transmission main in conjunction with the raw water intake pump station. This would assist in overall project cost savings due to economies of scale and administrative costs, especially if the two projects are bid together. On the contrary, contractor payments may be more difficult to manage with a larger project, and it may be necessary to utilize interim financing. The District could elect to bid the proposed project after the new raw water intake pump station is constructed if financing is a concern.

The USDA has made it clear that funding will remain available for the Raw Water Intake Pump Station Project should the need arise, regardless of the District's decision for the proposed project at this time.

Please let me know how you would like to proceed regarding the proposed project. If you have any questions about the proposed project or summary memorandum, please email Christiana Giedd at [christiana@blackwater-eng.com](mailto:christiana@blackwater-eng.com), or call (209) 733-0555.



# Lake Don Pedro Community Services District

## STAFF REPORT

**To: Board of Directors**

**From: Patrick McGowan**

**Date: April 18th, 2022**

**Subject: Raw Water Transmission Main Replacement Project**

The District has the opportunity to pursue funding through the USDA for this proposed project. Robert Neilson, the State Engineer, has offered to use the Preliminary Engineering Report (PER) composed for the Raw Water Intake Pump Station Project to write a new PER for the proposed project. This would save the District the expenses associated with writing a PER. The PER would then be used to formally apply for funding through the USDA. It is anticipated that the USDA will provide the required funding for the project, but it is currently unknown what amount of the funding will be grant versus low-interest loan. The USDA has requested that the District inform the USDA of its intentions regarding the proposed project. If the District plans to move forward with the design and construction of the proposed project when funding is made available, then the State Engineer will proceed with writing the new PER at that time.

**Recommendation – Request the new PER be completed for the proposed project.**