

File No. 190766

Committee Item No. 2

Board Item No. 42

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date July 24, 2019

Board of Supervisors Meeting

Date July 30, 2019

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
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| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Public Utilities Commission Resolution</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Power Point Presentation</u> |
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Completed by: Linda Wong Date July 19, 2019

Completed by: Linda Wong Date July 25, 2019

1 [Accept and Expend Grant - California State Water Resources Control Board - Baker Beach
2 Green Street Early Implementation Project - Not to Exceed \$3,759,822]

3 **Resolution authorizing the San Francisco Public Utilities Commission to accept and**
4 **expend a grant in an amount not to exceed \$3,759,822 from the California State Water**
5 **Resources Control Board for planning, design, and construction of the Sewer System**
6 **Improvement Program Baker Beach Green Street Early Implementation Project for the**
7 **period of November 4, 2017, through March 21, 2022.**

8
9 WHEREAS, The Sewer System Improvement Program (SSIP) Phase 1 planning
10 process identified the Baker Beach Green Street Project (the Project) as a possible green
11 infrastructure project in the Richmond Watershed to reduce stormwater runoff into the City's
12 combined sewer system and improve streetscape, utilizing permeable paving, bio-retention
13 bulbout, detention galleries, infiltration galleries and rain gardens; and

14 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) applied for and
15 has been awarded a Proposition 1 Storm Water Grant using re-appropriated Proposition 50
16 funds from the State Water Resources Control Board (State Water Board) in the amount of
17 \$3,759,822 for the planning, design and construction of the Project; and

18 WHEREAS, As a condition of receiving the grant funds, the State Water Board
19 requires the City enter into an agreement (Grant Agreement), a copy of which is on file with
20 the Clerk of the Board of Supervisors in File No. 190766, which is hereby declared to be a
21 part of this Resolution as if set forth fully herein; and

22 WHEREAS, The SFPUC desires to receive the State grant funds and is willing to
23 cooperate in fulfilling State Water Board obligations under the State grant requirements set
24 forth in the Prop 50 Clean Beaches Program Storm Water Construction/Implementation
25 Grant agreement (Grant Agreement), a copy of which is attached hereto; and

1 WHEREAS, On June 4, 2015, the Environmental Review Office approved a
2 Categorical Exemption for the Project under Section 15301 of the California Environmental
3 Quality Act (CEQA); and

4 WHEREAS, The Grant Agreement requires SFPUC to maximize use of available grant
5 funds on program expenditures by not including indirect costs in the grant budget; and

6 WHEREAS, SFPUC matching funds for implementation of the Project of at least 50%
7 of the total grant eligible project costs are available through SSIP Project Baker Beach Green
8 Street Project Fund No. CWWSIPFCDB05; and

9 WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

10 WHEREAS, On March 12, 2019, the SFPUC Commission voted, by Resolution No.
11 19-0050, to recommend that the Board of Supervisors accept this grant; now, therefore, be it

12 RESOLVED, That the Board of Supervisors authorizes the SFPUC to accept and
13 expend grant funds not to exceed \$3,759,822 from the State Water Board for the Baker
14 Beach Green Street Early Implementation Project, and authorizes the SFPUC General
15 Manager or designee to enter into the Grant Agreement on behalf of the City; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
17 indirect costs in the grant budget; and, be it

18 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the SFPUC
19 General Manager or designee to execute the Grant Agreement and any amendments with
20 the State Water Board for an amount not to exceed \$3,759,822; and, be it

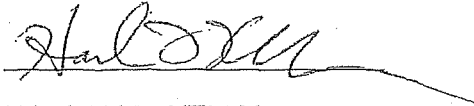
21 FURTHER RESOLVED, That the Board of Supervisors authorizes the SFPUC
22 General Manager, Deputy General Manager and Chief Operating Officer, Assistant General
23 Manager of Wastewater Enterprise, Chief Financial Officer, other officers of the Commission,
24 or the Sewer System Improvement Program Director, or their designee to take such actions
25 to deliver and execute such certificates, agreements, requests, or other documents as they

1 may deem necessary or desirable to facilitate the execution and delivery of the Grant
2 Agreement, and to carry out the responsibilities under the Grant Agreement, including
3 certifying disbursement requests on behalf of SFPUC and complying with applicable
4 requirement; and, be it

5 FURTHER RESOLVED, That the Board of Supervisors authorizes the SFPUC
6 General Manager or designee to enter into any modifications to the Grant Agreement,
7 including, but not limited to, an increase in duration, that the General Manager determines, in
8 consultation with the City Attorney, are in the best interests of the City and do not materially
9 increase the obligations or liabilities of the City, are necessary or advisable to effectuate the
10 purposes of the Grant or this Resolution, and are in compliance with all applicable laws,
11 including the City's Charter.

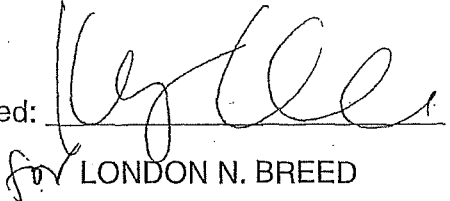
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Recommended:



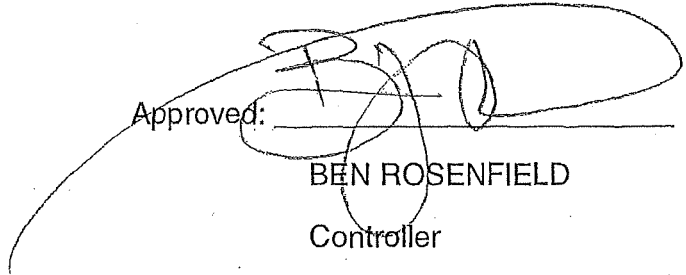
HARLAN L. KELLY
General Manager, SFPUC

Approved:



for LONDON N. BREED
Mayor

Approved:



BEN ROSENFELD
Controller

Item 2 File 19-0766	Department: Public Utilities Commission (PUC)
EXECUTIVE SUMMARY	
Legislative Objectives	
<ul style="list-style-type: none"> • The proposed resolution would authorize San Francisco Public Utilities Commission (SFPUC) to accept and expend a grant from the California State Water Resources Control Board (State Water Board) for the Sewer System Improvement Program (SSIP) Baker Beach Green Street Early Implementation Project (Baker Beach Project), in an amount not to exceed \$3,759,822, for the period from November 4, 2017 through March 21, 2022. 	
Key Points	
<ul style="list-style-type: none"> • SSIP is a 20-year, multi-billion dollar investment to upgrade and replace aging and seismically unsafe sewer infrastructure. SSIP Phase 1 comprises 70 projects totaling \$2.9 billion, including treatment plant; pump station, flood resilience, and green infrastructure projects. The Baker Beach Project consists of installing permeable paving, bio-retention bulbouts, detention galleries, infiltration galleries, and rain gardens at locations on El Camino Del Mar and Sea Cliff Avenue in the Sea Cliff neighborhood. The project would manage approximately 2.6 million gallons of stormwater each year, reducing sewer discharge at Baker Beach, improving urban habitats, and providing traffic calming and enhanced bicycle and pedestrian safety. • In April 2016, SFPUC applied for a Proposition 50 grant with the State Water Board for the Baker Beach Project. In December 2016, the State Water Board awarded SFPUC a grant in the amount of \$3,759,822. The SFPUC Commission did not approve accepting the grant and providing matching funds until March 2019, or more than two years after it was awarded because of changes in the project scope and subsequent negotiations with the State's attorneys. 	
Fiscal Impact	
<ul style="list-style-type: none"> • The total estimated budget for the Baker Beach Project is \$12,060,488, with \$3,759,822 funded by the State Water Board grant and \$8,300,666 funded by SFPUC. • The project budget does not include plant establishment, which is not grant eligible. The estimated cost to SFPUC is \$150,000 for the two year and six month period following construction. 	
Recommendation	
<ul style="list-style-type: none"> • Approve the proposed resolution. 	

MANDATE STATEMENT

City Administrative Code Section 10.170-1 states that accepting Federal, State, or third-party grant funds in the amount of \$100,000 or more, including any City matching funds required by the grant, is subject to Board of Supervisors approval.

BACKGROUND

The San Francisco Public Utilities Commission's (SFPUC) Sewer System Improvement Project (SSIP) is a 20-year, multi-billion dollar investment to upgrade and replace aging and seismically unsafe sewer infrastructure. SSIP Phase 1, as approved by the SFPUC Commission, comprises 70 projects totaling \$2.9 billion, including treatment plant, pump station, flood resilience, and green infrastructure projects.

The Baker Beach Green Streets Project (Baker Beach Project), a green infrastructure project included in SSIP Phase 1, would reduce sewage discharge at Baker Beach and decrease the volume of stormwater entering the three Sea Cliff Pump Stations.

In April 2016, SFPUC applied for a grant with the State Water Resources Control Board (State Water Board) for Proposition 50¹ funding for the Baker Beach Project. In December 2016, the State Water Board awarded SFPUC a grant in the amount of \$3,759,822, with SFPUC providing a match of \$3,759,937, for a total estimated project budget of \$7,519,759 at that time. In March 2019, the SFPUC Commission approved accepting the grant and providing matching funds. According to Ms. Mary Tienken, SFPUC Project Manager, the grant approval came to the Commission more than two years after it was awarded because of changes in the project scope and subsequent negotiations with the State's attorneys. Due to changes in the project scope, as well as escalation, the total estimated project budget has increased from \$7,519,759 to \$12,060,488. Grant funding has not been received to date.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize SFPUC to accept and expend a grant from the State Water Board in the amount not to exceed \$3,759,822 for the Baker Beach Project, for the period from November 4, 2017 through March 21, 2022. SFPUC would provide a match of \$8,300,666. The grant period began in November 2017 (or a delay of more than 20 months) because of changes in the project scope and subsequent negotiations with the State's attorneys. SFPUC has not yet received the grant funds.

The Baker Beach Project consists of installing permeable paving, bio-retention bulbouts, detention galleries, infiltration galleries, and rain gardens at locations on El Camino Del Mar and Sea Cliff Avenue in the Sea Cliff neighborhood. The project would manage approximately 2.6 million gallons of stormwater each year, reducing sewer discharge at Baker Beach, improving urban habitats, and providing traffic calming and enhanced bicycle and pedestrian safety. According to Ms. Tienken, construction began on January 10, 2019.

¹ Proposition 50 was a \$3.44 billion water bond passed by California voters in 2002.

FISCAL IMPACT

The total estimated budget for the Baker Beach Project is \$12,060,488, with \$3,759,822 funded by the State Water Board grant and \$8,300,666 funded by SFPUC. According to Ms. Tienken, sufficient funding is available in the FY 2019-20 SFPUC Wastewater Enterprise capital budget. The Baker Beach Project budget is shown in Table 1 below.

Table 1: Baker Beach Project Budget

Item	Grant Funding	SFPUC Funding	Total Amount
Project Management	-	\$1,105,217	\$1,105,217
Legal Project Support	-	30,000	30,000
<i>Direct Project Administration Subtotal</i>	-	<i>\$1,135,217</i>	<i>\$1,135,217</i>
Planning	-	\$969,484	\$969,484
Design	-	1,001,922	1,001,922
Environmental Review	-	3,081	3,081
<i>Planning/Design/Engineering/Environmental Subtotal</i>	-	<i>\$1,974,487</i>	<i>\$1,974,487</i>
Bid Advertisement and Award	\$76,842	\$41,376	\$118,218
Construction Management	515,260	905,340	1,420,600
Construction	3,161,982	4,196,957	7,358,939
Permitting	5,738	3,089	8,827
<i>Construction Subtotal</i>	<i>\$3,759,822</i>	<i>\$5,146,762</i>	<i>\$8,906,584</i>
Post-Construction Monitoring	-	\$42,000	\$42,000
Education and Outreach	-	2,200	2,200
<i>Other Subtotal</i>	-	<i>\$44,200</i>	<i>\$44,200</i>
Total	\$3,759,822	\$8,300,666	\$12,060,488

According to Ms. Tienken, the project budget does not include the cost of plant establishment, which is not grant eligible. The cost is estimated at \$150,000 for the two years and six months following construction.

RECOMMENDATION

Approve the proposed resolution.

File Number: 190766
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Proposition 1 Storm Water Grant Program, Round 1- Implementation Grant**
2. Department: **SFPUC-SSIP**
3. Contact Person: **Howard Fung** Telephone: **(415) 551-4642**
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$3,759,822**
6. a. Matching Funds Required: **\$3,759,937 (in-kind/cash)**
b. Source(s) of matching funds (if applicable):
Funds for the SFPUC match will come from the SFPUC, Wastewater Enterprise, Sewer System Improvement Program (SSIP) Project Code CWWSIPFCDB05.
7. a. Grant Source Agency: **State Water Resources Control Board (State Water Board)**
b. Grant Pass-Through Agency (if applicable): **N/A**

8. Proposed Grant Project Summary:

The Baker Beach Green Street Project, is located in the Richmond watershed and consists of two implementation locations within the Sea Cliff neighborhood: El Camino Del Mar and Beach Terrace. This two-location Early Implementation Project (EIP) seeks to maximize the capture and retention of stormwater along El Camino Del Mar and in the Beach Terrace neighborhood to reduce combined sewage discharges onto Baker Beach. The project will utilize bio-retention planters along El Camino Del Mar to create a green corridor with safer pedestrian crossings. The Beach Terrace location will include permeable pavement and bioretention facilities that will enhance the community and provide educational opportunities for beach goers. Together, the projects will decrease the volume of stormwater entering the three Sea Cliff Pump Stations and reduce combined sewage discharges that occur at Baker Beach each year

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **November 4, 2017 (grant eligible costs)** End-Date: **March 31, 2022**

10. a. Amount budgeted for contractual services: **\$7.6M for construction hard costs; \$1.7M for professional services.**
 - b. Will contractual services be put out to bid?
 - c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?

d. Is this likely to be a one-time or ongoing request for contracting out?

11. a. Does the budget include indirect costs?

Yes No

b. 1. If yes, how much?

b. 2. How was the amount calculated?

c. 1. If no, why are indirect costs not included?

Not allowed by granting agency To maximize use of grant funds on direct services

Other (please explain):

c. 2. If no indirect costs are included, what would have been the indirect costs? \$827,359.

12. Any other significant grant requirements or comments:

Grant requires quarterly invoicing and progress reporting for the duration of the grant agreement.

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input checked="" type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

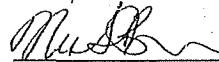
Please consult with MOD as needed on items 1 and 2 above, and route as appropriate (DPW or Port) for item 3

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Nicole Bohn
(Name)

Director, Mayor's Office of Disability
(Title)

Date Reviewed: April 1, 2019



(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Harlan L. Kelly, Jr.
(Name)

General Manager, San Francisco Public Utilities Commission
(Title)

Date Reviewed: 4-16-19


(Signature Required)

PROP 50 CLEAN BEACHES PROGRAM

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



GRANT

STORM WATER CONSTRUCTION/IMPLEMENTATION

BAKER BEACH GREEN STREET PROJECT

AGREEMENT NO. SWRCB000000000D181265300

GRANT FUNDS: \$3,759,822

ELIGIBLE START DATE: NOVEMBER 1, 2017

WORK COMPLETION DATE: FEBRUARY 28, 2022

FINAL DISBURSEMENT REQUEST DATE: MARCH 31, 2022

RECORDS RETENTION TERM END DATE: FEBRUARY 28, 2058

WHEREAS,

1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:
 - Proposition 50 Clean Beaches Program - Section 79543 of the Water Code (Prop 50)
2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with Prop 50, and establishes the terms and conditions of a funding agreement.
3. The Recipient has applied to the State Water Board for funding for the Project described in Exhibit A of this Agreement, and the State Water Board has selected the application for funding through a competitive process.
4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to Prop 50.

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Agreement" means this Grant Agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the Authorized Representative by title.

"Days" means calendar days unless otherwise expressly indicated.

"Disbursement Period" means the period during which Grant Funds may be disbursed.

"Disbursement Request" means the form used by the Recipient to document Match Funds and request reimbursement of Project Costs.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the funding program(s) set forth in this Agreement.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which reimbursable Project Costs may be incurred and eligible for reimbursement hereunder.

"Final Disbursement Request Date" means the date established in Exhibit B, after which date no further Grant Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees or resources for the Project.

"GAAP" means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project.

"Grant Funds" means funds provided by the State Water Board towards eligible reimbursable Project Costs.

"Grant Manager" means the person designated by the State Water Board to manage performance of the Agreement. The Grant Manager is set forth in this Agreement.

"Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines," as amended from time to time.

"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 Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Match Funds" means funds provided by the Recipient towards the Project Costs incurred after November 4, 2014.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager or the Program Analyst.

"Project" means the Project as described in Exhibit A and in the documents incorporated by reference.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in this Agreement.

"Recipient" means San Francisco Public Utilities Commission.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"State" means State of California.

"State Water Board" means the California State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

"Work Completion Date" means the date set forth in Exhibit A that is the last date on which Project Costs may be incurred under this Agreement.

"Year" means calendar year unless otherwise expressly indicated.

2. Party Contacts.

The Party Contacts during the term of this Agreement are:

State Water Board		San Francisco Public Utilities Commission	
Section:	Division of Financial Assistance	Section:	Infrastructure
Name:	Harish Bagha, Grant Manager	Name:	Howard Fung, Project Director
Address:	1001 I Street, 17 th Floor	Address:	525 Golden Gate Avenue, 9 th Floor
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	San Francisco, CA 94102
Phone:	(916) 341-5716	Phone:	(415) 551-4642
Fax:	(916) 341-5707	Fax:	
Email:	Harish.Bagha@waterboards.ca.gov	Email:	hfung@sfgwater.org

Direct inquiries to:

State Water Board		San Francisco Public Utilities Commission	
Section:	Division of Financial Assistance	Section:	Infrastructure
Name:	Melissa Miller, Program Analyst	Name:	Mary Tienken, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	525 Golden Gate Avenue
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	San Francisco, CA 94102
Phone:	(916) 993-3872	Phone:	(415) 554-2482
Fax:	(916) 341-5296	Fax:	
Email:	Melissa.Miller@waterboards.ca.gov	Email:	MTienken@sfgwater.org

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

3. Exhibits and Appendices Incorporated

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING PROVISIONS

EXHIBIT C – STANDARD TERMS AND CONDITIONS

EXHIBIT D – SPECIAL CONDITIONS

Additionally, the following documents are incorporated by reference:

4. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits to the following as of the Eligible Start Date set forth in Exhibit B and continuing thereafter for the term of this Agreement:

- (a) General Commitments. The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) No Violations. The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
- (d) No Litigation. There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient, and/or the Project.
- (e) Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
- (f) Legal Status and Eligibility. The Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.
- (g) Good Standing. The Recipient is currently in compliance with the State requirements set forth in Exhibit C. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous State audit disallowances.
- (h) Insurance. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability. The Recipient's obligation to maintain sufficient insurance coverage may be satisfied by a reasonable system of self-insurance, as established in Section C-21 of this Agreement.

5. Project Completion

The Recipient shall expeditiously proceed with and complete the Project in accordance with this Agreement.

6. Notice

- (a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:
 - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient; or
 - (2) Actions taken pursuant to State law in anticipation of filing for bankruptcy.
- (b) The Recipient shall notify the Division within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
- (c) The Recipient shall notify the Division promptly of the following:
 - (1) Any proposed change in the scope of the Project. Under no circumstances may the Recipient make changes to the scope of the Project without receiving prior review and approval by the Division. Most changes will require an amendment to this Agreement;
 - (2) Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
 - (4) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient 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 Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
 - (5) Any monitoring activities such that the State Water Board Division of Drinking Water and/or Regional Water Board staff may observe and document such activities;
 - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division; or
 - (7) Work Completion and Project Completion.

7. Project Access

The Recipient shall ensure that the State Water Board, the Governor of the State, or any authorized representative 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 the obligation.

8. No Obligation of the State; State Budget Act Contingency

Any obligation of the State Water Board contained herein shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the monies appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This

provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year 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 Agreement with no liability accruing to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SAN FRANCISCO PUBLIC UTILITIES COMMISSION:

By: _____

Name: Harlan Kelly, Jr.

Title: General Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A-1. Completion Date

The Work Completion Date is established as February 28, 2022. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds and cannot be paid for using Match Funds.

A-2. Purpose.

This grant is for the benefit of the Recipient. This grant is for the purpose of constructing a green street low impact development (LID) storm water runoff management system using permeable pavement, bio-retention planters, and other LID features to improve storm water runoff quality, reduce the volume of storm water runoff at the El Camino Del Mar and Beach Terrace areas, and provide urban green space in the City of San Francisco.

A-3 PROJECT-SPECIFIC REQUIREMENTS

The Recipient agrees to do the following:

1. Project Management
 - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
 - 1.2 Notify the Grant Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
 - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Grant Manager.
 - 1.4 Conduct periodic and final site visits with the Grant Manager.
 - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Grant Manager.
2. General Compliance Requirements/Project Effectiveness and Performance
 - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Grant Manager. Submittal requirements for GPS data are available at: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
 - 2.2 Prepare and submit an updated Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Grant Manager for approval. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Grant Manager.

- 2.3 Measure, evaluate, and document Project performance based on the monitoring requirements and effectiveness criteria in the approved MRP. Include results of the performance assessment, along with any supporting data and analysis, in the associated quarterly progress report and the Final Project Report.
3. Permitting and Environmental Compliance
 - 3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).
 - 3.1.1 Submit the final CEQA document to the Grant Manager.
 - 3.1.2 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concurred that implementation/construction may proceed.
 - 3.2 Obtain all public agency approvals, entitlements, or permits required for Project implementation before field work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Grant Manager.
 4. Planning, Design, and Engineering
 - 4.1 Submit a Design Report that includes a geotechnical analysis and hydrologic and hydraulic study to support the design plans and specifications, and submit to the Grant Manager.
 - 4.2 Prepare the ninety-five percent (95%) design plans and specifications and submit to the Grant Manager for approval. The Project shall capture, treat, or use storm water runoff collected from impervious surfaces of a drainage area encompassing a minimum of seventeen (17.0) acres. The Project shall be designed to manage at minimum a 1.3 inch rainfall event (5-year, 3-hour storm event) using the following approaches:

El Camino Del Mar

 - 4.2.1 Install a minimum of six (6) bulb-outs terraced with a minimum of two thousand eight hundred (2,800) square feet of bio-retention planters along both sides of the El Camino Del Mar/Lincoln Highway between 32nd Avenue and 34th Avenue/Legion of Honor Drive.
 - 4.2.2 Install a minimum of two (2) bulb-outs terraced with a minimum of nine hundred (900) square feet bio-detention planters along both sides of the El Camino Del Mar/Lincoln Highway between 32nd Avenue and 34th Avenue/Legion of Honor Drive.
 - 4.2.3 Install a sediment and debris forebay at each bio-retention planter inlet.
 - 4.2.4 Install a minimum of four thousand eight hundred (4,800) square feet of subsurface infiltration galleries and connect to the bio-retention planters.

- 4.2.5 Install a minimum of one thousand seven hundred (1,700) square feet of subsurface detention gallery and connect to the bio-detention planters.

Beach Terrace

- 4.2.6 Install a minimum of six thousand (6,000) square feet of permeable pavement on Sea Cliff Avenue between 25th and 26th avenues.
 - 4.2.7 Install a minimum of two (2) bulb-outs with a minimum of six hundred seventy (670) square feet of bio-retention planters on Sea Cliff Avenue.
 - 4.2.8 Install or rehabilitate a minimum of five (5) catch basins along Sea Cliff Avenue to improve the operation of the bio-retention planters and permeable pavement.
 - 4.2.9 Install a minimum of one thousand one hundred (1,100) square feet of rain garden located on the Golden Gate National Recreation Area adjacent to the 25th Avenue North cul-de-sac.
 - 4.2.10 Improve one (1) existing catch basin to allow water to bypass into the rain garden in item 4.2.9.
- 4.3 Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying any changes from the ninety-five percent (95%) plans. Submit the one hundred percent (100%) design plans and specifications and summary of changes for the Project to the Grant Manager for approval.
 - 4.4 Complete the bid documents in accordance with the design plans and advertise the Project for bid. Submit the advertised bid documents and bid summary to the Grant Manager.

5. Construction and Implementation

- 5.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Grant Manager.
- 5.2 Construct the Project in accordance with the approved design plans and specifications in Item 4.3 after obtaining environmental clearance from Item 3.1.2 and the necessary approvals, entitlements, or permits from Item 3.2.
- 5.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Item 4.2, schedule, or costs to the Grant Manager for approval.
- 5.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Grant Manager.
- 5.5 Prepare an Operations and Maintenance Plan that addresses operation and maintenance of the Project for its useful life and submit to the Grant Manager for approval.

6. Education and Outreach

- 6.1 Install a minimum of two (2) educational signs to inform the public of the purpose, functionality, and benefits of the Project. Submit photo documentation to the Grant Manager.
 - 6.1.1 Submit the design of the educational sign to the Grant Manager for approval.
 - 6.1.2 Submit photo documentation of the installed sign to the Grant Manager.

A-4. Disclosure and Signage

- (a) The Recipient shall place a sign at least four (4) feet tall by six (6) feet wide made of exterior grade plywood or other approved material in a prominent location on the construction site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part by Proposition 50 through an agreement with the State Water Resources Control Board."

The sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

- (b) The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 50. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A-5. Reporting

- (a) Progress Reports. The Recipient shall submit quarterly progress reports using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager. Progress Reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.
- (b) As Needed Information or Reports. The Recipient agrees to submit expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

- (c) Final Reports. At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:
- (1) Draft Final Project Report. Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov/>).
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Grant Manager, and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.
 - (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager.

A-6. Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		
1.3	Detailed Project Schedule	60 Days After Execution	
1.4	Periodic and Final Site Visits		Ongoing
1.5	Pre-, During and Post-Construction Photo Monitoring		As Needed
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.2	Project Assessment and Evaluation Plan (PAEP)		30 Days After Execution
3.	Permitting and Environmental Compliance		
3.1.1	Final CEQA Document		30 Days After Execution
3.2	List of Approvals, Entitlements or Permits		As Needed
4.	Planning, Design, and Engineering		
4.1	Design Report		30 Days After Execution
4.2	95% Design Plans and Specifications		30 Days After Execution
4.3	100% Design Plans and Specifications and Summary of Changes	30 Days After Execution	
4.4	Advertised Bid Documents and Bid Summary		60 Days After Execution
5.	Construction and Implementation		
5.1	Notice(s) to Proceed and Awarded Contract(s)	July 31, 2019	
5.3	Proposed Changes		As Needed
5.4	As-built Drawings	June 30, 2021	
5.5	Operations and Maintenance Plan		June 2021

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
6.	Stakeholder Outreach		
6.1	Outreach Materials and Photo Documentation		December 2021
EXHIBIT A-5 REPORTING			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		
(c)	Final Reports		
(c)(1)	Draft Final Project Report	December 31, 2021	
(c)(2)	Final Project Report	January 31, 2022	
(c)(3)	Final Project Summary	Before Work Completion Date	
(c)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B FUNDING PROVISIONS			
4 (b)	Final Disbursement Request	March 31, 2022	
9 (b)(4)	Disbursement Requests		Quarterly

EXHIBIT B – FUNDING PROVISIONS

B-1. Project Funding

Subject to the terms of this Agreement, the State Water Board agrees to provide Grant Funds in the amount of up to THREE MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS (\$3,759,822).

B-2. Match Funds

- (a) The Recipient agrees to provide Match Funds in the amount of THREE MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS (\$3,759,937).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Grant Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.
- (e) If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Grant Funds amount and/or the Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B-3. Estimated Reasonable Total Project Cost

The estimated reasonable cost of the total Project is SEVEN MILLION FIVE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY-NINE DOLLARS (\$ 7,519,759).

B-4. Funding Dates

- (a) The Eligible Start Date is NOVEMBER 1, 2017. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is APRIL 30, 2022. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

B-5. Funding Conditions and Exclusions

The State Water Board's disbursement of Grant Funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

Grant Funds may not be used for any Indirect Costs. Any Disbursement Request submitted including Indirect Costs will cause that Disbursement Request, in its entirety, to be disputed and will not be paid

until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)

B-6. Budget Summary

LINE ITEM	GRANTS FUNDS	MATCH FUNDS	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$0	\$ 645,813	\$ 645,813
Planning/Design/Engineering/Environmental	\$0	\$ 1,005,003	\$ 1,005,003
Equipment	\$0	\$0	\$0
Construction/Implementation	\$3,759,822	\$ 2,064,921	\$ 5,824,743
Monitoring/Performance	\$0	\$42,000	\$42,000
Education/Outreach	\$0	\$2,200	\$2,200
TOTAL	\$3,759,822	\$ 3,759,937	\$ 7,519,759

B-7. Budget Flexibility

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Grant Funds, including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

B-8. Amounts Payable by the Recipient

The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Grant Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Grant Funds, and shall not be entitled to any reimbursement therefore from the State Water Board.

B-9. Disbursement of Grant Funds; Availability of Grant Funds

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year 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 Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
 - (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Disbursement Request form provided by the Grant Manager.
 - (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term "from" and "to";
 - c. The total amount requested;
 - d. Documentation of Match Funds used;
 - e. Original signature and date (in ink) of the Recipient's Project Director or his/her designee; and
 - f. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN APRIL 30, 2022.
 - (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Disbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.
 - (4) Grant Funds must be requested quarterly via Disbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the

activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.

- (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.
- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.
- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) 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 by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B-10. Withholding of Disbursements and Material Violations

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:
 - (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Recipient fails to maintain reasonable progress toward Project Completion.

B-11. Remaining Balance

In the event the Recipient does not request all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

B-12. Fraud and Misuse of Public Funds

All Disbursement Requests submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient 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 Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit 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, §§ 470, 489-490.)

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-1. Accounting and Auditing Standards

The Recipient shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

C-2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

C-3. Assignability

This Agreement is not assignable by the Recipient, either in whole or in part.

C-4. Audit

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

C-5. Bonding

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient 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.

C-6. Continuous Use of Project; Lease or Disposal of Project

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all Grant Funds or any portion of all remaining Grant Funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

C-7. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C-8. Competitive Bidding

The Recipient shall adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

If the Recipient is a private entity, any construction contracts related in any way to the Project shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. The Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C-9. Compliance with Law, Regulations, etc.

The Recipient agrees that it shall, at all times, comply with and require its contractor and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-32 of this Agreement.

C-10. Conflict of Interest

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C-11. Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Grant Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C-12. Disputes

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient shall continue with the responsibilities under this Agreement during any dispute.

C-13. Financial Management System and Standards

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Project Costs to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of federal or state laws or the terms of this Agreement.

C-14. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C-15. Income Restrictions

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to Project Costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C-16. Indemnification and State Reviews

The parties agree that review or approval of Project documents by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's obligation hereunder.

C-17. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C-18. Integration

This Agreement is the complete and final Agreement between the parties.

C-19. Non-Discrimination Clause

- (a) During the performance of this Agreement, the Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C-20. No Third Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C-21. Operation and Maintenance; Insurance

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

While the Obligation shall be outstanding, the Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund, or self-insurance program established to accomplish similar purposes and acceptable to the State Water Board funded in an amount determined (initially and on at least an annual basis) by Recipient (by the division or divisions experienced in the field of risk management) and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the Project to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the Project.

C-22. Other Assistance

If funding for Project Costs is made available to the Recipient from sources other than this Agreement and approved match sources, the Recipient shall immediately notify the Grant Manager.

C-23. Permits; Contracting; Disqualification

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. The Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction starts.

For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml. The Recipient shall not contract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

C-24. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C-25. Prevailing Wages

The Recipient agrees to be bound by all applicable provisions of the State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C-26. Professionals

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must

bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C-27. Public Funding

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C-28. Recipient's Responsibility for Work

The Recipient shall be 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 Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C-29. Records

Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Project which shall adequately document all significant actions relative to the Project.
- (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement.
- (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement.
- (d) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs. Indirect Costs are not eligible for funding under this Agreement.
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (f) If a Force Account is used by the Recipient for the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)
- (g) Maintain separate books, records, and other material relative to the Project.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Project for a minimum of thirty-six (36) years after Work Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews

during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

C-30. Related Litigation

The Recipient is prohibited from using Grant Funds or Match Funds to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all Grant Funds plus interest to the State Water Board.

C-31. Rights in Data

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

C-32. State Cross-Cutter Compliance

The Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA. Upon receipt and review of the Recipient's CEQA documents, the State Water Board shall make its own environmental findings before determining whether to provide any construction funding under this Agreement. Providing environmental clearance and construction funding is discretionary. In the event that the State Water Board does not provide environmental clearance, no construction funding will be provided under this Agreement, all construction funds will be disencumbered, and this Agreement may be terminated. The State Water Board may require changes in the scope or additional mitigation as a condition to providing construction funding under this Agreement. The Recipient shall be prohibited from performing any construction activities prior to environmental clearance by the State Water Board, and the undertaking of any such construction activity will be considered a material breach of this Agreement.
- (c) Charter City Project Labor Requirements. (Labor Code, § 1782 and Pub. Contract Code, § 2503.)
 - (1) Prevailing Wage

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with the Labor Code's prevailing wage rate requirements, nor, within the prior two (2) years (starting from January 1, 2015, or after) has the city

awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.

(2) Labor Agreements

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that the Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.

- (d) Contractor and Subcontractor Requirements. (Labor Code, §§ 1725.5 and 1771.1.) To bid for public works contracts, the Recipient acknowledges that the Recipient and the Recipient's subcontractors must register with the Department of Industrial Relations.
- (e) Delta Plan Consistency Findings. (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.
- (f) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Grant Funds and Match Funds shall not be used to acquire land via eminent domain.
- (g) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (h) State Water Board's Drought Emergency Water Conservation regulations. (Cal. Code of Regulations, Title 23, article 22.5.) The Recipient will include a discussion of its implementation in Progress Reports submitted pursuant to this Agreement.
- (i) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- (j) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (k) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.
- (l) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.

- (m) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Board.
- (n) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (o) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (p) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C-33. State Water Board Action; Costs and Attorney Fees

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C-34. Termination; Immediate Repayment; Interest

- (a) This Agreement may be terminated at any time at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Grant Funds disbursed hereunder, accrued interest, penalty assessments, and additional payments. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

C-35. Timeliness

Time is of the essence in this Agreement

C-36. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C-37. Useful Life of Project

For the purpose of this Agreement, the minimum useful life of any constructed portions of this Project begins upon completion of construction and continues until twenty (20) years thereafter.

C-38. Venue

The State Water Board and the Recipient 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.

C-39. Waiver and Rights of the State Water Board

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT D – SPECIAL CONDITIONS

- D-1. The Recipient certifies that the Project is intended to restore and protect the water quality and environment of coastal waters, estuaries and nearshore waters, or groundwater. Further, the Recipient hereby warrants and represents that this Project is capable of contributing to sustained, long-term water quality or environmental restoration or protection benefits for a period of twenty (20) years and to address the causes of degradation, rather than symptoms.
- D-2. The Recipient certifies that this Project is consistent with water quality and resource protection plans prepared, implemented, or adopted by the State Water Board, the applicable Regional Water Board, and the State Coastal Conservancy.
- D-3. The Recipient certifies that if a recovery plan for coho salmon, steelhead trout, or other threatened or endangered aquatic species exists, this Project is consistent with such a plan and, if feasible, implements actions in such a plan.
- D-4. The Recipient certifies that it has obtained or will obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
- D-5. The Recipient certifies that this Project has not received any funds from the Proposition 13 Nonpoint Source Pollution Control Program (Wat. Code, § 79148 et seq.). The Recipient further certifies that it will not apply for and hereby withdraws any outstanding application for funds from the Proposition 13 Nonpoint Source Pollution Control Program for this Project, including any future phases of the Project.

Table 4-1

Prop 1 STORMWATER GRANT PROGRAM - BUDGET SUMMARY

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

	Requested Grant	Local Match	Other Funding	Total	% Local Match
1. Direct Project Administration Costs	\$0	\$645,813	\$0	\$645,813	100%
1.1 Project Management	\$0	\$615,813		\$615,813	
1.2 Legal Project Support	\$0	\$30,000		\$30,000	
2. Planning/Design/Engineering/Environmental	\$0	\$1,005,003	\$0	\$1,005,003	100%
2.1 Design	\$0	\$1,001,922		\$1,001,922	
2.2 Environmental Review	\$0	\$3,081		\$3,081	
3. Construction/Implementation	\$3,759,822	\$2,054,921	\$0	\$5,824,743	35%
3.1 Bid Advertisement and Award	\$76,842	\$41,376		\$118,218	
3.2 Construction Management	\$515,260	\$277,448		\$792,708	
3.3 Construction	\$3,161,982	\$1,743,008		\$4,904,990	
3.4 Environmental Mitigation	\$0	\$0		\$0	
3.5 Permitting	\$5,738	\$3,089		\$8,827	
3.6 Plant Establishment	--	--		--	
3.7 O&M Following Plant Establishment (Not Grant-Eligible)	--	--		--	
4. Monitoring/Performance	\$0	\$42,000	\$0	\$42,000	100%
4.1 Baseline Monitoring	\$0	\$0		\$0	
4.2 Post-Construction Monitoring	\$0	\$42,000		\$42,000	
5. Education/Outreach	\$0	\$2,200	\$0	\$2,200	100%
Education and Outreach	\$0	\$2,200		\$2,200	
Grand Total:	\$3,759,822	\$3,759,937	\$0	\$7,519,759	50%

Other Funding Sources:

Note: CHECK YOUR NUMBERS! Do NOT assume this Excel spreadsheet is correct. Please refer to the READ ME tab.

Does the Budget Summary Total match the Budget Details Total?

YES

**Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
1. Project Administration (starting November 5, 2014 and onward; exclude contingency.)	8.6%									\$645,813
1.1 Project Management		Project management including project controls, QA audit, and operation & consultant supports.				--	LS	--		
Raphael Garcia/Mary Tienken		Project Manager II	\$107.00	2733	\$292,431					\$292,431
Robert Christopher Saidon		Project Controls Engineer	\$96.00	704	\$67,584					\$67,584
Ops Liasons (Role) - multiple assigned resources		WWE Operations Engineer	\$56.00	1341	\$75,096					\$75,096
Consultant PMC CS-165 TO #26 & 82		GI Expert					LS		\$180,702	\$180,702
1.2 Legal Project Support		Legal consultation for contracts and construction				--				
City Attorney (Role) - resource not yet assigned					\$0		LS	--	\$30,000.00	\$30,000
2. Planning/Design/Engineering/Environmental	13.4%									\$1,005,003
2.1 Design		Design QA/QC; detail design by SFPDW; consultant supports for detailed design; design review by RPD & GGNRA.								
Consultant PMC CS-165 TO #26		Planning - AAR & CER					LS	--	\$219,805	\$219,805
Kevin How		Design Support	\$59.00	43	\$2,537					\$2,537
Other City Department (RPD & GGNRA)		Design Review					LS	--	\$50,000	\$50,000
SFPDW		Planning & Detail Design				--	LS	--	\$729,580	\$729,580
2.2 Environmental Review		CEQA Environmental review and document preparation								
SF City Planning		Document Preparation.				--	LS	--	\$381.00	\$381
Yinlan Zhang		Environmental Planner	\$90.00	30	\$2,700					\$2,700
3. Construction/Implementation	77.5%									\$5,824,743
3.1 Bid Advertisement and Award		SFPUC resources and support from other City department (SFPDW)				--				

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**Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
Jean Botro		Contract Preparation	\$74.00	307	\$22,718					\$22,718
SFPDW		Design Support					LS		\$95,500	\$95,500
3.2 Construction Management		Contract administration; construction management; quality compliance (QA audit);								
Resident Engineer (Role) - SFPDW		Eng'g support during CN					LS	-	\$230,772	\$230,772
Construction Inspectors (none) * resource not yet assigned		Construction Inspector	\$87.00	3528	\$306,936					\$306,936
CM Consultants - resource not yet assigned		CM Consultants					LS	-	\$255,000	\$255,000
3.3 Construction (see line items below)		Construction Base Bid, excluding construction contingency associated with change orders								
Roadway Work										
R-1: Asphalt Concrete (Type A, 1/2 Inch Maximum With Medium Grading)		Construction Contractor				\$150	TN	486	\$60,900	\$60,900
R-2: 8-Inch Thick Concrete Base		Construction Contractor				\$12	SF	28,515	\$342,180	\$342,180
R-3: 9-Inch Thick Pervious Concrete Pavement		Construction Contractor				\$19	SF	6,475	\$120,435	\$120,435
R-6: Concrete Gutter, less than 2' Wide		Construction Contractor				\$20	LF	102	\$2,040	\$2,040
R-7: 3-1/2 Inch Thick Concrete Sidewalk		Construction Contractor				\$15	LF	3,330	\$49,950	\$49,950
R-8: 2-Inch Thick Asphalt Concrete Pathway Pavement over 4-Inch Thick Aggregate Base at El Camino Del Mar		Construction Contractor				\$12	SF	5,300	\$63,600	\$63,600
R-9: Concrete Curb Ramp with Detectable Surface Tiles		Construction Contractor				\$4,000	EA	6	\$24,000	\$24,000
R-10: 8-Foot Wide Pass-Through Concrete Curb Ramp with Detectable Surface Tiles		Construction Contractor				\$5,500	EA	8	\$44,000	\$44,000

4280

**Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

Applicant: SFPUC
Project: Baker Beach Green Street Project

FAAST PIN: 36125

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
R-11: Adjust City Owned Man Hole and Catch Basin Frame and Casting to Grade						\$500	EA	17	\$8,500	\$8,500
R-12: Concrete V-Ditch at Roadway Edge		Construction Contractor				\$40	LF	360	\$14,400	\$14,400
R-13: Full Depth Planning Per 2 Inch Depth of Cut Roadway Work (Not Grant Eligible)						\$1	SF	2,256	\$1,805	\$1,805
R-1: Asphalt Concrete (Type A, 1/2 Inch Maximum With Medium Grading)		Construction Contractor				\$150	TN	394	\$60,900	Not Grant Eligible
R-2: 8-Inch Thick Concrete Base		Construction Contractor				\$12	SF	10,485	\$352,980	Not Grant Eligible
R-4: 6-Inch Wide Concrete Curb		Construction Contractor				\$38	LF	65	\$2,470	Not Grant Eligible
R-5: 2-Foot Wide Concrete Gutter		Construction Contractor				\$40	LF	65	\$2,600	Not Grant Eligible
R-7: 3-1/2 Inch Thick Concrete Sidewalk		Construction Contractor				\$15	LF	170	\$2,550	Not Grant Eligible
R-9: Concrete Curb Ramp with Detectable Surface Tiles		Construction Contractor				\$4,000	EA	2	\$8,000	Not Grant Eligible
R-13: Full Depth Planning Per 2 Inch Depth of Cut						\$1	SF	21,944	\$1,805	Not Grant Eligible
Green Infrastructure										
G1-1: Excavation, Off-Haul and Disposal for Permeable Pavement		Construction Contractor					LS		\$148,000	\$148,000
G1-2: Excavation, Off-Haul and Disposal for Infiltration Gallery		Construction Contractor					LS		\$495,000	\$495,000
G1-3: Excavation, Off-Haul and Disposal for Bioretention Planters/Units/Basins		Construction Contractor					LS		\$555,000	\$555,000
G1-4: 6-Inch Diameter Solid HDPE		Construction Contractor				\$65	LF	375	\$24,375	\$24,375
G1-5: 6-Inch Diameter Perforated HDPE		Construction Contractor				\$85	LF	275	\$23,375	\$23,375
G1-6: 8-Inch Diameter Solid HDPE		Construction Contractor				\$170	LF	100	\$17,000	\$17,000
G1-7: 12-Inch Diameter Solid HDPE		Construction Contractor				\$600	LF	20	\$12,000	\$12,000

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**Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
GI-8: 12-Inch Diameter Perforated HDPE		Construction Contractor				\$200	LF	30	\$6,000	\$6,000
GI-9: 12-Inch Diameter DIP Storm Drain		Construction Contractor				\$200	LF	80	\$16,000	\$16,000
GI-10: 14-Inch Diameter DIP Storm Drain		Construction Contractor				\$280	LF	65	\$18,200	\$18,200
GI-11: 6-Inch Diameter HDPE Cleanout		Construction Contractor				\$700	EA	20	\$14,000	\$14,000
GI-12: 12-Inch Diameter HDPE Cleanout		Construction Contractor				\$4,000	EA	3	\$12,000	\$12,000
GI-13: 12-Inch Wide Trench Drains		Construction Contractor				\$400	LF	100	\$40,000	\$40,000
GI-14: 18-Inch Diameter Bioretention Overflow, Bubbler and Drain Inlet Structure		Construction Contractor				\$3,200	EA	15	\$48,000	\$48,000
GI-15: 24-Inch Diameter Drain Inlet Structure		Construction Contractor				\$6,800	EA	2	\$13,600	\$13,600
GI-16: 18-Inch Square Infiltration Gallery Overflow Structure		Construction Contractor				\$2,200	EA	3	\$6,600	\$6,600
GI-17: 2-Foot by 3-Foot Rectangular Permeable Pavement Catch Basin		Construction Contractor				\$8,000	EA	2	\$16,000	\$16,000
GI-18: 1-Foot Wide Sediment Capture Structure at ECDM		Construction Contractor				\$8,000	EA	4	\$32,000	\$32,000
GI-19: 2-Foot Wide Sediment Capture Structure at EGDW		Construction Contractor				\$8,000	EA	4	\$32,000	\$32,000
GI-20: 36-Inch Diameter Concrete Manhole With New Frame and Cover		Construction Contractor				\$10,500	EA	3	\$31,500	\$31,500
GI-21: 60-Inch Diameter Concrete Santrap Manhole With New Frame and Cover (Per Standard Plan 87-190)		Construction Contractor				\$20,000	EA	1	\$20,000	\$20,000
GI-22: Concrete Catch Basin With New Frame and Grating as Shown on GI Drawings (Per Std. Plan 87-188)		Construction Contractor				\$1,200	EA	3	\$3,600	\$3,600
GI-23: Infiltration Gallery Impervious Membrane		Construction Contractor				\$20	SF	4,200	\$84,000	\$84,000
GI-24: Geotextile Fabric for Permeable Pavement and Infiltration Gallery		Construction Contractor				\$3	SF	15,000	\$45,000	\$45,000

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**Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
GI-25: AASHTO No. 7 and No. 9 Aggregate Layer for Seacliff Bioretention Planter		Construction Contractor				\$300	CY	55	\$16,500	\$16,500
GI-26: AASHTO No. 57 Aggregate for Permeable Pavement and Infiltration Gallery		Construction Contractor				\$200	CY	1,400	\$280,000	\$280,000
GI-27: CDF Checkdams		Construction Contractor				\$600	CY	50	\$30,000	\$30,000
GI-28: Post-Construction Television Inspection of Newly Constructed Pipes Per GI Drawings		Construction Contractor					LS		\$5,000	\$5,000
GI-29: Green Infrastructure Protection Plan		Construction Contractor					LS		\$5,000	\$5,000
GI-30: Exploratory Potholes for Green Infrastructure Work		Construction Contractor				\$1,500	EA	10	\$15,000	\$15,000
GI-31: Utility Protection by CDF**		Construction Contractor				\$200	LF	15	\$3,000	\$3,000
GI-32: Wall Penetrations**		Construction Contractor				\$500	EA	10	\$5,000	\$5,000
GI-33: Utility Protection by Sleeves**		Construction Contractor				\$1,000	EA	3	\$3,000	\$3,000
Landscape Work										
L-1: Bioretention Planter Soil		Construction Contractor				\$300	CY	340	\$102,000	\$102,000
L-2: Planter Mulch (organic)		Construction Contractor				\$350	CY	59	\$20,475	\$20,475
L-3: Cobble (Energy Dissipation)		Construction Contractor				\$1,500	TN	5	\$6,750	\$6,750
L-4: 4"x4"x8" Cobblestones (Toothed Weir)		Construction Contractor				\$1,000	EA	10	\$10,000	\$10,000
L-5: Planting Prep/Fine Grading		Construction Contractor				\$12.0	SF	1,600	\$19,200	\$19,200
L-6: Planting Material		Construction Contractor				\$12	EA	28,776	\$345,312	\$345,312
L-7: Boulder Slope Protection And Scour Protection Boulders		Construction Contractor				\$850	TN	103	\$87,550	\$87,550
L-8: Stone Weirs/Wing Walls Including Aggregate Base And Splash Rocks		Construction Contractor				\$800	LF	36	\$28,800	\$28,800
L-9: Cobble V-Ditch with Geotextile Fabric		Construction Contractor				\$2,000	TN	18	\$36,000	\$36,000

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Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
L-10: Irrigation		Construction Contractor					LS		\$60,000	\$60,000
L-11: Timber Foot Bridge		Construction Contractor					LS		\$17,500	\$17,500
L-12: Concrete Forebay Paving		Construction Contractor				\$300	SF	7	\$2,100	\$2,100
L-13: Miscellaneous Erosion Control		Construction Contractor					LS		\$30,000	\$30,000

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**Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
C-14: Bioretention and Rain Garden Plant Establishment (6 months)		Construction Contractor					LS		\$55,000	\$55,000
Structural Work										
S-1: Structure Concrete (Walls, Footings, Flush Curbs, Deepened Curbs and Weirs)		Construction Contractor				\$2,500	GY	333	\$832,500	\$832,500
Sewer Replacement Work (Not Grant-Eligible)										
SW-1: Trench And Excavation Support for Sewer Work		Construction Contractor					LS		\$10,000	Not Grant-Eligible
SW-2: Concrete Manhole With New Frame and Cover (Per Std. Plan 87,182)		Construction Contractor				\$7,500	EA	4	\$30,000	Not Grant-Eligible
SW-3: 12-Inch Diameter VCP Sewer On Crushed Rock Bedding		Construction Contractor				\$310	LF	192	\$59,520	Not Grant-Eligible
SW-4: Replacement or Construction of 6-Inch or 8-Inch Diameter VCP Side Sewer/Culvert or 10-Inch diameter VCP Culvert		Construction Contractor				\$200	LF	218	\$43,600	Not Grant-Eligible
SW-5: 6-Inch Or 8-Inch Diameter Side Sewer Connection to VCP Main Sewer		Construction Contractor				\$300	EA	7	\$2,100	Not Grant-Eligible
SW-6: Air Vent Assembly		Construction Contractor				\$2,000	EA	1	\$2,000	Not Grant-Eligible
SW-7: Post-Construction Television Inspection of Newly Constructed Main Sewers		Construction Contractor					EA		\$1,000	Not Grant-Eligible
SW-8: Post-Construction Television Inspection of Newly Constructed Side Sewers and Culverts Per SW Drawings		Construction Contractor				\$150	EA	10	\$1,500	Not Grant-Eligible
SW-9: Post-Construction FELL Inspection of Newly Constructed Main		Construction Contractor				\$15	EA	192	\$2,880	Not Grant-Eligible
SW-10: Post construction FELL inspection of Newly Constructed Culverts		Construction Contractor				\$70	EA	3	\$210	Not Grant-Eligible
SW-11: Design of Structural Support for and Replacement of SRWB Facilities Located Within Sewer Trench		Construction Contractor					AL		\$20,000	Not Grant-Eligible

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**Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
General Work										
G-1: Mobilization		Construction Contractor				-	LS		\$125,647	\$125,647
G-2: Demobilization		Construction Contractor				-	LS		\$82,812	\$82,812
G-3: Traffic Control Work (Not Grant-Eligible)		Construction Contractor					LS		\$490,114	Not Grant-Eligible
G-4: Extra Cost for Handling, Treatment, Transportation and Disposal of Non-RCRA Materials for Excavation Within Permeable pavement, Infiltration Gallery, and Bioretention Planters/Units/Basins		Construction Contractor				\$50	TN	3,000	\$150,000	\$150,000
G-5: Traffic Signs Relocation (Not Grant-Eligible)		Construction Contractor				\$500	EA	2	\$1,000	Not Grant-Eligible
G-6: Site Signage - GGNRA		Construction Contractor					LS		\$2,000	\$2,000
G-7: Relocate Trash Receptacles - GGNRA		Construction Contractor					LS		\$250	\$250
G-8: Fence and Gate Replacement - GGNRA		Construction Contractor					LS		\$25,000	\$25,000
G-9: Temporary Pavement Markings		Construction Contractor				\$2	LF	1,600	\$3,200	\$3,200

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**Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
G-10: Changeable Message Signs (Not Grant-Eligible)		Construction Contractor				\$2,600	EA	2	\$5,200	Not Grant-Eligible
G-11: Post-Construction Survey		Construction Contractor					AL		\$7,500	\$7,500
G-12: Field Office for City Representative, Equipment, and Services		Construction Contractor					LS		\$42,834	\$42,834
G-13: Cash Allowance for City and GGNRA Permit Fees		Construction Contractor					AL		\$30,000	\$30,000
G-14: Cash Allowance for Partnering Requirements		Construction Contractor					AL		\$5,000	\$5,000
G-15: Contingency Allowance for Adjustment of Coverings and Sidewalk Utility Boxes		Construction Contractor					AL		\$10,000	Not Grant-Eligible
G-16: Contingency Allowance for Performing Necessary Work Due to Unforeseen Conditions		Construction Contractor					AL		30,000	Not Grant-Eligible
Design and Estimating Contingency (10%) Not Grant-Eligible		Construction Contractor					AL			Not Grant-Eligible
Bid and Construction Contingency (Not Grant-Eligible)		Construction Contractor					AL		\$480,000	Not Grant-Eligible
3.4 Environmental Mitigation		Handling of non-RCRA hazardous materials				--	LS	--	\$0	\$0
3.5 Permitting		Permits for City and GGNRA right-of-way permit fees				--	LS	--	\$8,827	\$8,827
3.6 Plant Establishment		Post-construction plant establishment (O&M) of 2 years by SFPUC				--	LS	--	\$150,000	Not Grant-Eligible
3.7 O&M Following Plant Establishment		Net present value of O&M cost (20 years)				--	LS	--	\$1,403,590	Not Grant-Eligible
4: Monitoring/Performance	0.6%									\$42,000
4.1 Baseline Monitoring		Baseline data collection				--	LS	--	\$0	\$0
4.2 Post-Construction Monitoring		Post-construction data collection				--	LS	--	\$42,000	\$42,000
5: Education/Outreach	0.03%									\$2,200
5.1 Education and Outreach										

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**Table 4-2
Prop 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL**

Applicant: SFPUC

FAAST PIN: 36125

Project: Baker Beach Green Street Project

Budget Category	Percent of Cost	Discipline/Consultant/Description	Labor Costs			Consulting/Materials/Equipment				TOTALS
			Rate	# of Hours	Total Labor	Unit Cost	Units	# of Units	Total Cost	
Public Relations Officer (Role) - resource not yet assigned		Outreach/education during and after construction	\$110.00	20	\$2,200					\$2,200
Grand Total:	100%									\$7,519,759

Note: CHECK YOUR NUMBERS! Do NOT assume this Excel spreadsheet is correct. Please refer to the READ ME tab.

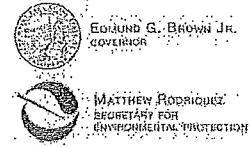
Does the Budget Summary Total match the Budget Details Total?

YES

Abbreviations:

- | | |
|-------------|----|
| Allowance | AL |
| Cubic Yard | CY |
| Each | EA |
| Pounds | LB |
| Linear Feet | LF |
| Lump Sump | LS |
| Square Feet | SF |
| Ton | TN |

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State Water Resources Control Board

December 20, 2016

Sent via email to: rfgarcia@sfwater.org

Raphael Garcia
San Francisco Public Utilities Commission, Wastewater Enterprise
525 Golden Gate Avenue
San Francisco, CA 94102-3220

PROPOSITION 1 STORM WATER GRANT PROGRAM ROUND 1 IMPLEMENTATION GRANT SOLICITATION FUNDING DECISION

Congratulations! The State Water Resources Control Board's (State Water Board's) Division of Financial Assistance (Division) Deputy Director approved the Funding List for the Storm Water Grant Program's (SWGPP) Proposition 1 (Prop 1) Round 1 Implementation Grant solicitation. The Baker Beach Green Street Project has been approved for funding with a grant award of \$3,759,822.

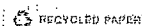
With this project, you are demonstrating that your community is at the forefront of a major shift in California in how we think about storm water. Rather than viewing storm water only as a nuisance due to threats posed by flooding or pollutants in storm water, communities throughout the state are looking for ways to turn storm water into a resource to combat drought and the effects of climate change. We look forward to our new partnership and leveraging state resources to obtain your project's key benefits.

Harish Bagha has been assigned as the Grant Manager for this grant award. Attached is the introductory email from your assigned program analyst with further information discussing: roles and responsibilities, grant agreement development, invoicing, deliverables, performance measures, reporting requirements, and Storm Water Resource Plan (SWRP) due date. We encourage your prompt response to any requests from our staff, since unreasonable delays or failure to respond could result in withdrawal of this grant award.

Your grant award is conditioned on the successful negotiation of an agreement. The agreement process will begin with the finalization of a scope of work and budget that is acceptable to the Division's Deputy Director. The scope of work will be based on the proposal submitted with the application, but improvements to the scope of work and budget may be required as part of the grant agreement negotiation process. The Division may have questions or additional clarifications regarding your proposal that will need to be addressed during agreement negotiation.

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

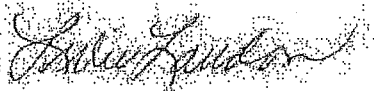
1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov



We look forward to working with you on this project.

Please contact the Grant Manager, Harish Bagha, with any urgent questions at (916) 341-5716 or at harish.bagha@waterboards.ca.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leslie Laudon".

Leslie Laudon, Assistant Deputy Director
Division of Financial Assistance

Print Application

Pin No: 35748 - Baker Beach Green Street - SUBMITTED

Application Overview

RFP Title: Prop 1 Storm Water Grant Program (SWGP) - Implementation Pre-app

Submitting Organization: San Francisco Public Utilities Commission

Submitting Organization Division: Wastewater Enterprise

Project Title: Baker Beach Green Street

Project Description: The Baker Beach Green Street Project is a green infrastructure project proposed by the San Francisco Public Utilities Commission as part of the Sewer System Improvement Program. This project consists of right-of-way bioretention planters, curb-to-curb permeable paving and a rain garden located on National Park Service land. Located in a combined sewer area, this project will collect and infiltrate stormwater from San Francisco's Richmond Watershed reducing stormwater reaching the combined sewer system. During storm events, the City's sewer system can become overwhelmed releasing combined sewer discharge onto Baker Beach. The Baker Beach Green Street project is predicted, using the City's hydrologic and hydraulic model, to reduce both the volume and number of occurrences of combined sewer discharges onto and around Baker Beach during the typical year rainfall.

Water System ID:

District Office:

APPLICANT DETAILS

Applicant Organization: San Francisco Public Utilities Commission

Applicant Organization Division: Wastewater Enterprise

Applicant Address:

525 Golden Gate Avenue , San Francisco , CA - 94102-3220

PROJECT LOCATION

Latitude : 37.789430 **Longitude:** -122.484670

Watershed: Richmond

County: San Francisco

Responsible Regional Water Board: 2 San Francisco Bay Regional Water Board

Water Board:

PROJECT BUDGET

Funds Requested(\$): 5,000,000.00

Local Cost Match(\$): 0.00

Total Budget(\$): 10,118,934.00

Funding Program

Applied

Amount Recommended by State Water Board

Prop 1 Storm Water Grant Program (SWGP) - Implementation Pre-app Yes \$0.00

Project Management Role	First Name	Last Name	Phone	Fax	Email
Project Director: Authorized Representative	Karen	Kubick	415-934-5735		kkubick@sfwater.org
Project Manager: Day to day contact	Raphael	Garcia	415-551-4872		rfgarcia@sfwater.org

Applicant Information		Person Submitting Information	
Name:	San Francisco Public Utilities Commission	Submitter	Carsie Bonner
Division:	Wastewater Enterprise	Name:	
Address:	525 Golden Gate Avenue San Francisco, CA , 94102-3220	Submitter	415-554-4365
Federal Tax ID:	946000417 DUNS Number: 027659064	Phone:	
		Submitter	
		Fax:	
		Submitter	cbonner@sfwater.org
		Email:	

Legislative Information	Primary	Additional District(s)
Senate District	11	
Assembly District	19	
US Congressional District	12	

Contacts	Name	Phone	Email
SFPUC	Alexandra Gunnell	415-551-4505	agunnell@sfwater.org

Pre Submission Attachment Title	Phase	Submission Period	Date & Time
Attachment 1	PHASE1	PRE SUBMISSION	4/14/2016 6:04:55 PM

[Download all Pre Submission Attachments](#)

Post Award Attachment Title	Phase	Date & Time Attached
No Post Award Attachments Available to Display		

Questionnaire - Phase1

Prop 1 SWGP Implementation Round 1 Proposal Pre-application

This pre-application is optional, for interested implementation grant applicants only (not for planning grants). Please provide all the information requested, except where noted for specific questions, provide as much information as is available to assist the reviewer in better understanding the proposed project. The purpose of this pre-application is to allow the State Water Board to provide support to interested applicants, and will not be scored or reviewed for award of grant funding as part of the full implementation grant application process. A separate and complete implementation grant application must be submitted through FAAST in order to be considered for grant funding.

Note: A copy of the *General Terms and Conditions of the Grant Agreement* can be found under the Reference Material section at [Proposition 1 SWGP Website](#). (This will open a separate webpage)

- In what areas of the implementation proposal application is help requested to complete the application? Please describe below.

Answer: We would like to confirm that the Baker Beach Green Street project could apply for the Clean Beaches Initiatives funding source. Baker Beach is a public beach located in San Francisco. While Baker Beach is NOT an Area of Biological Significance, it is listed in the Revised Clean Beaches Initiatives Guidelines Appendix C (2012) as a priority beach for implementation projects. More specifically, Baker Beach-Lobos Creek is identified on this priority beaches list. We understand that the primary goal of the Clean Beaches Initiative Grant Program is to implement projects that would reduce bacterial concentrations at public beaches. As this project will reduce combined sewer discharges onto and near Baker Beach, we feel that this project meets this primary goal.

Can you confirm that the Clean Beaches Initiatives Guidelines Appendix C (2012) is the most up to date list of beaches that may qualify for the Clean Beaches Initiatives funding source?

Can you confirm that if a project reduces bacterial concentrations at a beach listed on the above stated list, it would likely qualify for the Clean Beaches Initiatives funding source?

B. Background Information

1. ELIGIBILITY REQUIREMENTS

- 2 Select the applicant's organization type from the drop-down menu. In order to be considered eligible, the applicant must be a public agency, nonprofit organization, public utility, federally recognized Indian tribe, State recognized Indian tribe listed on the Native American Heritage Commission's Tribal Consultation List, mutual water company, or an eligible Groundwater Sustainability Agency (GSA).

Answer: | Public Agency

- 3 Is the proposed project included within a Storm Water Resource Plan that addresses the requirements of the Water Code and the Storm Water Resource Plan Guidelines? Is the proposed project in an ASBS compliance plan? If a Storm Water Resource Plan is not completed, please explain the status of the Plan, and contact information for the lead entity preparing the Plan. If the applicant is a small DAC that is exempt from the Water Code requirements for a Storm Water Resource Plan, is the project included and implemented in an adopted IRWMP?

Answer: | SWRP In Progress

Answer: The Plan is currently in-progress and the project is included.

- 4 Is the project type consistent with the eligible project types described in the Prop 1 SWGP Guidelines (Eligibility Requirements; Part B)? Please explain.

Answer: | Green Infrastructure

Answer:

- 5 What percent funding match will be provided? If less than 50% is proposed, explain how the DAC funding category was determined below. See Appendix A of Proposition 1 SWGP Guidelines for further details.

*Not all components of this question are required to be answered for this pre-application. Please indicate if additional support is requested to completely answer this question.

Answer: | 50% or more

Answer:

- 6 Is the project a multi-benefit project that contains a minimum of two benefits listed in the Guidelines Part III, Section G - Storm Water Management Benefits? List the multi-benefits the proposed project addresses. Please describe below.

Answer: | Yes

Answer:

C. Implementation Proposal Questions

2. WORKPLAN

- 7 Provide a project description in Attachment 1, maximum of 5 pages, that describes the project in general and how it meets the eligible project types outlined in Section III, B of the Eligibility Requirements. Describe the tasks for the project with enough detail and completeness that it is clear the project can be implemented. The workplan should include, but is not limited to:

*Not all components of this question are required to be answered for this pre-application. Provide a summary of available information that may be useful to the reviewer.

Question 7 Part 1:

- a) **Goals and Objectives:** a brief description of how the project protects or improves water quality, helps water infrastructure systems adapt to climate change, provides incentives for water agencies throughout each watershed to collaborate in managing the region's water resources and setting regional priorities for water infrastructure, improves regional water self-reliance, and provides multiple benefits;
- b) **Purpose and Need:** a description of the long-term water quality of the storm water or dry weather runoff and the known sources of storm water contamination; the approximate quantity of storm water flow to be captured by the completed project; the water supply offset as a result of the overall project (if applicable); and a description of the other benefits expected from the project;
- c) **Site Investigation:** discuss research completed to select the site that may include: GeoTracker and EnviroStor database research, soils reports, depth to groundwater, historical aerial photo research, and onsite geotechnical and environmental investigations;
- d) **Sustainability:** discuss how the project supports sustained, long-term water quality improvement and the other benefits associated with the project;

Question 7 Part 2:

- e) **Regional Map:** a figure with a discussion of the project location including the current site conditions and land use identification of the applicable IRWM group boundaries, and identification of any Areas of Special Biological Significance;
- f) **Project Map:** maps depicting the project location and storm water capture area and size of area to be treated;
- g) **Impaired Waters:** a description of the impaired waters, their beneficial uses, and the water quality problems that interfere with the beneficial uses of those waters; and
- h) **Project Timing and Phasing:** a discussion of whether this is a phased project or part of a larger project effort.

3. BUDGET

Not required for pre-application.

4. SCHEDULE

8 Provide any information on the proposed project schedule in the box below. Include anticipated major milestones and approximate start/end dates. Please also provide the current status of the project.

Answer:

5. MONITORING, ASSESSMENT, AND PERFORMANCE MEASURES

Not required for pre-application.

6. MULTIPLE BENEFITS

Not required for pre-application.

7. DAC/EDA BENEFITS

9 Is the applicant a DAC/EDA or is a DAC/EDA directly involved in the planning of the proposed project? Does the project benefit and is constructed within a DAC/EDA?

*Not all components of this question are required to be answered for this pre-application. Please indicate if additional support is requested to completely answer this question.

- a) The demographics of the DAC or EDA communities in the project area;
- b) The methodology used in determining the total population in the project area and census geographies used and how they were applied;
- c) How land-use in the project area impacts the DAC or EDA;
- d) Efforts made to identify and address DAC or EDA needs and issues within the project area and how the project will address those needs and issues;

e) The direct benefits to the DAC or EDA; and

f) Any negative impact the proposed project may have on the DAC or EDA.

Answer: I

Answer:

Certification And Submission Statement

Please read before signing and submitting application.

I certify under penalty of perjury:

- The information entered on behalf of Applicant Organization is true and complete to the best of my knowledge;
- I am an employee of or a consultant for the Applicant Organization authorized to submit the application on behalf of the Applicant Organization; and
- I understand that any false, incomplete or incorrect statements may result in the disqualification of this application.

By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this RFP.

Submission By: cbonner

Submitter Initials: AG

Submission Date: 4/14/2016 6:05:23 PM

PUBLIC UTILITIES COMMISSION
City and County of San Francisco

RESOLUTION NO.: 19-0050

WHEREAS, On August 28, 2012, this Commission approved Resolution 12-0156, which authorized San Francisco Public Utilities Commission (SFPUC) staff to proceed with planning and development of the Sewer System Improvement Program (SSIP), including eight green infrastructure early implementation projects as part of Phase I of SSIP; and

WHEREAS, The SSIP Phase I planning process identified the Baker Beach Green Street Project (the Project) as a possible green infrastructure project in the Richmond Watershed to reduce stormwater runoff into the City's combined sewer system and improve the streetscape, utilizing permeable paving, bio-retention bulbouts, detention galleries, infiltration galleries, and rain gardens; and

WHEREAS, The SFPUC applied for and has been awarded a Proposition 1 Storm Water Grant using re-appropriated Proposition 50 funds from the State Water Resources Control Board (State Water Board) in the amount of \$3,759,822 for the planning, design, and construction of the Project; and

WHEREAS, SFPUC matching funds for implementation of the Project of at least 50% of the total grant eligible Project costs are available through CWWSIPFCDB05; and

WHEREAS, The SFPUC desires to receive the State grant funds and is willing to cooperate in fulfilling State Water Board obligations under the State grant requirements set forth in the Prop 50 Clean Beaches Program Storm Water Construction/Implementation Grant agreement (Grant Agreement), a copy of which is attached hereto; and

WHEREAS, On June 4, 2015 the Planning Department determined that the Project is categorically exempt from the California Environmental Quality Act (CEQA) and the CEQA Guidelines under Section 15301 (Existing Facilities), Class 1; and

WHEREAS, In accordance with Section 10.170-1 of the San Francisco Administrative Code, approval by the San Francisco Board of Supervisors is required to accept and expend the grant funds; now, therefore, be it

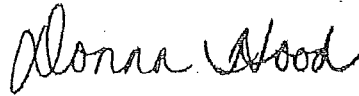
RESOLVED, That this Commission hereby authorizes the General Manager or designee to execute the Grant Agreement with the State Water Board for an amount not-to-exceed \$3,759,822, subject to approval by the Board of Supervisors; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager or designee to enter into any modifications to the Grant Agreement that the General Manager determines, in consultation with the City Attorney, are in the best interests of the City and do not materially increase the obligations or liabilities of the City, are necessary or advisable to effectuate the purposes of the Grant or this Resolution, and are in compliance with all applicable laws, including the City's Charter; and be it

FURTHER RESOLVED, That this Commission certifies that the General Manager, Deputy General Manager, Chief Operating Officer, Assistant General Manager of the Wastewater Enterprise, Chief Financial Officer, or the Sewer System Improvement Program Director; or their designees, are designated to provide the assurances, certifications, and commitments required for the Grant Agreement and to carry out the responsibilities under the Grant Agreement, including certifying disbursement requests on behalf of SFPUC and complying with applicable requirements; and be it

FURTHER RESOLVED, That this Commission recommends that the San Francisco Board of Supervisors authorize the SFPUC to accept and expend the grant funds.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of March 12, 2019.



Secretary, Public Utilities Commission

PUBLIC UTILITIES COMMISSION
City and County of San Francisco

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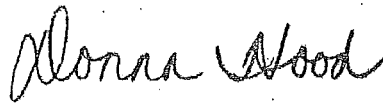
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I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of March 12, 2019.



Secretary, Public Utilities Commission

OFFICE OF THE MAYOR
SAN FRANCISCO



LONDON N. BREED
MAYOR

A handwritten signature in black ink, appearing to be "L. Breed".

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Sophia Kittler
RE: Accept and Expend Grant – State Water Resources Control Board –
Baker Beach Green Street Early Implementation Project – not to exceed
\$3,759,822
DATE: 7/9/19

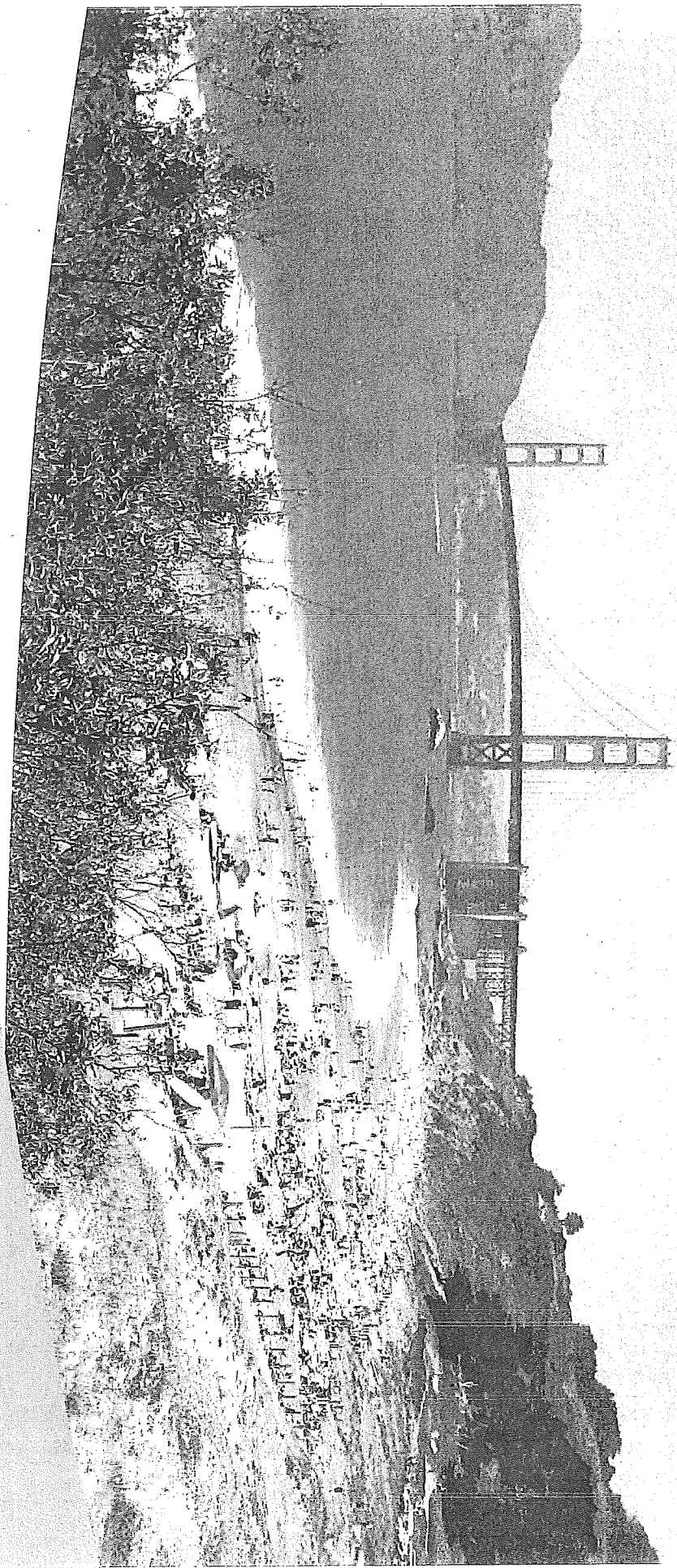
Resolution authorizing the San Francisco Public Utilities Commission to accept and expend a grant in the amount of \$3,759,822 from the State Water Resources Control Board for planning, design, and construction of the Sewer System Improvement Program Baker Beach Green Street Early Implementation Project.

Please note that Supervisor Stefani is a co-sponsor of this legislation.

Should you have any questions, please contact Sophia Kittler at 415-554-6153.

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BOARD OF SUPERVISORS
SAN FRANCISCO
2019 JUL -9 PM 4:52
AK

File # 190764
Received in Committee
7/24/19

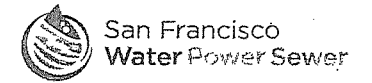


**Baker Beach Green Street Project
State Water Board Stormwater Grant**

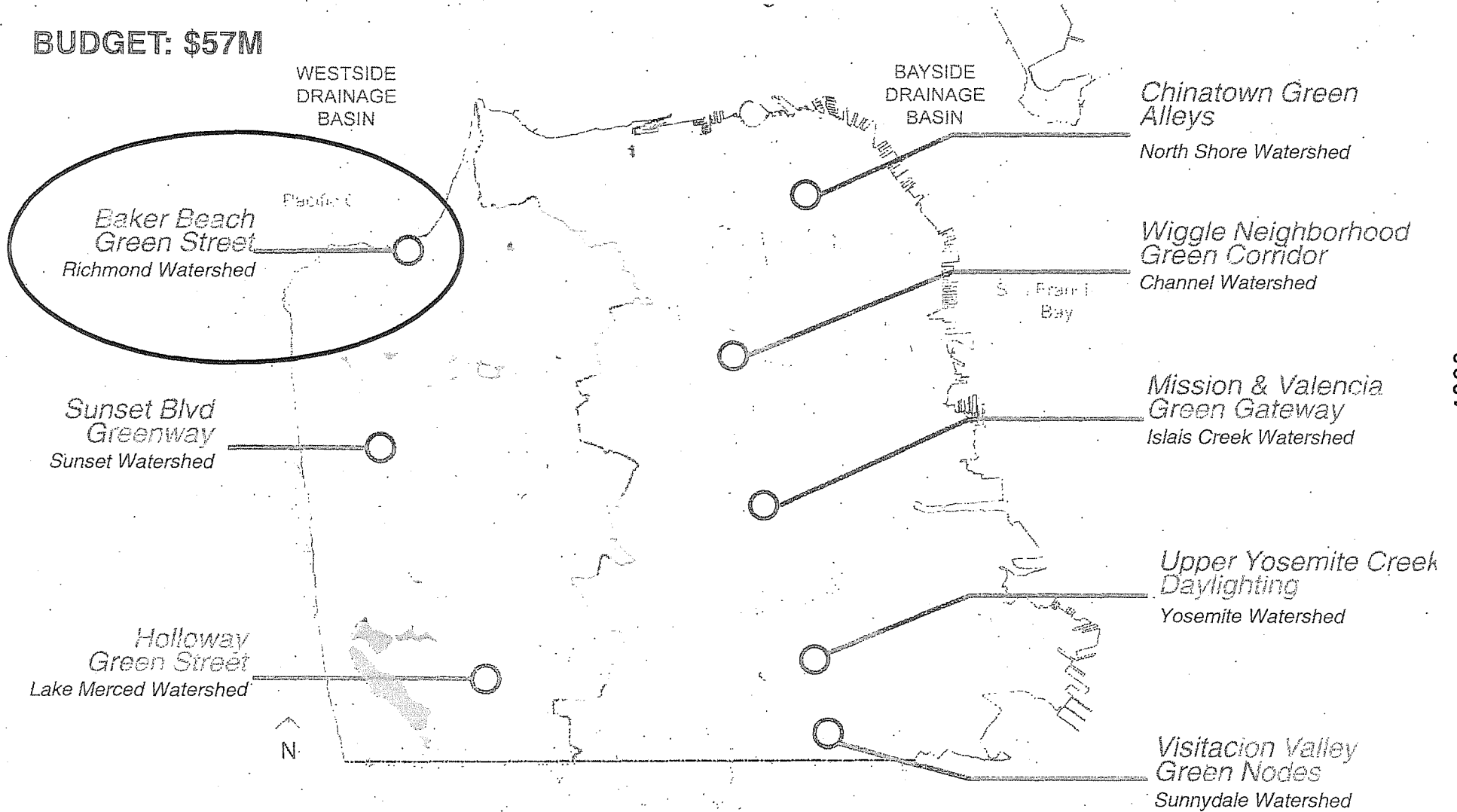
City and County of San Francisco
San Francisco Public Utilities Commission

**BOS Budget and Finance Sub-Committee
7.24.19**

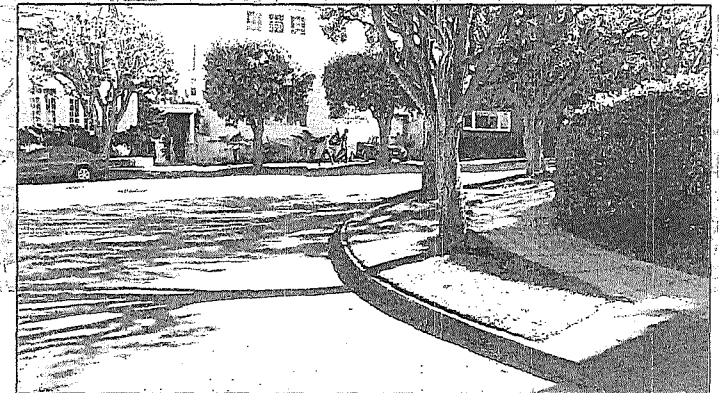
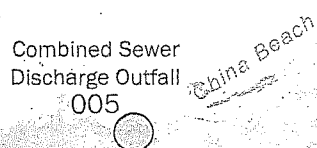
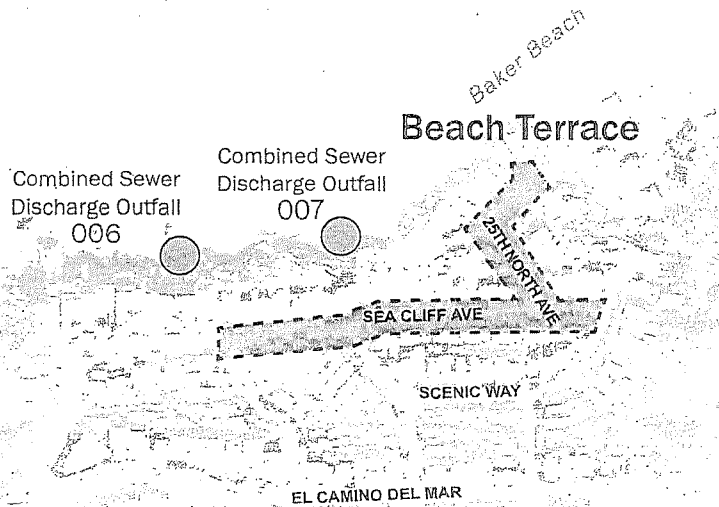
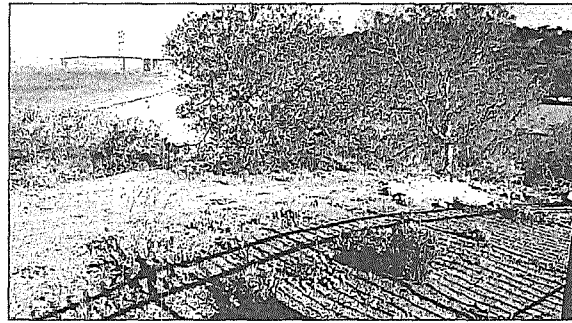
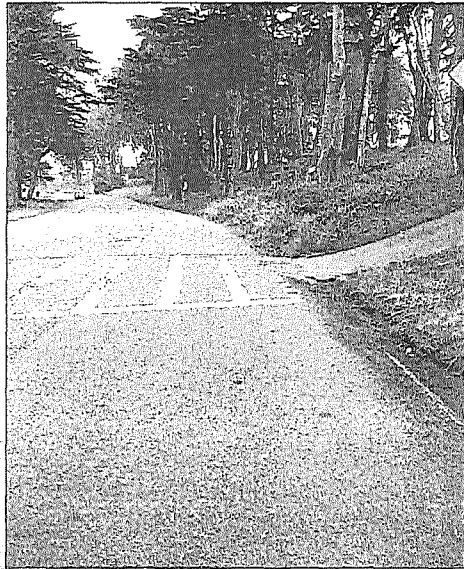
EARLY IMPLEMENTATION PROJECTS



BUDGET: \$57M



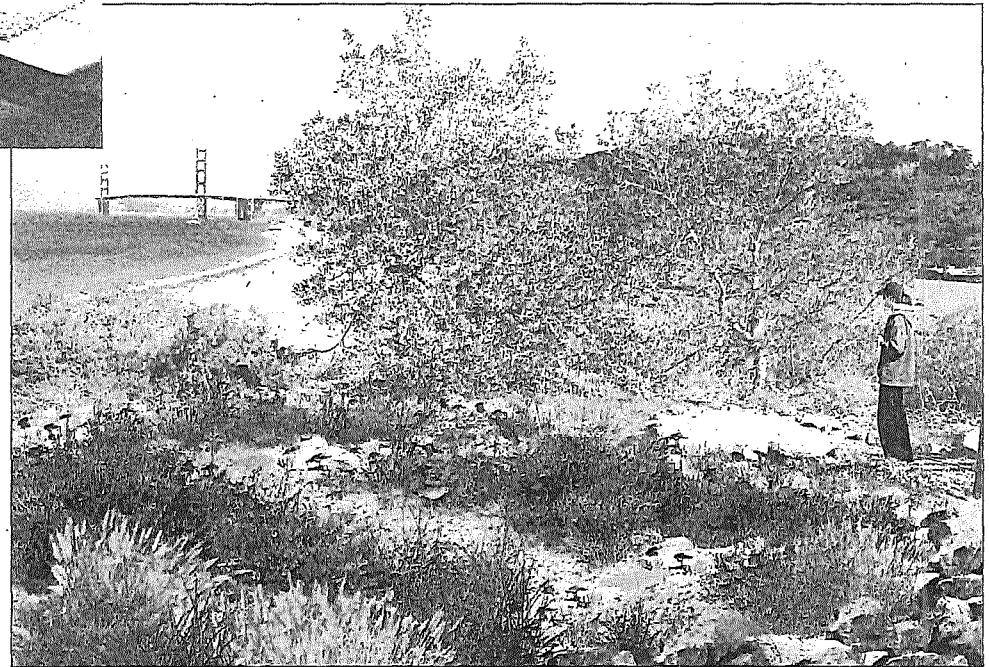
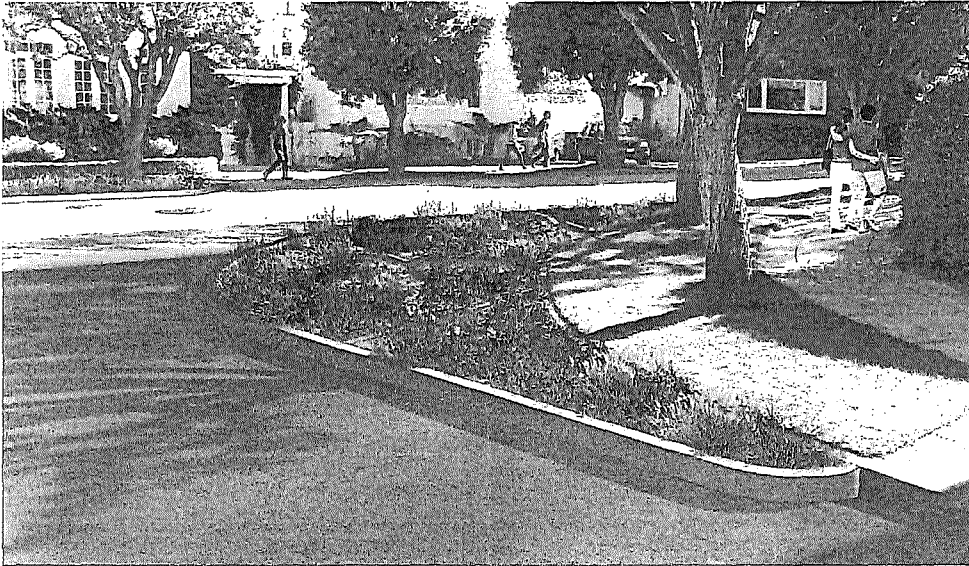
BAKER BEACH GREEN STREET



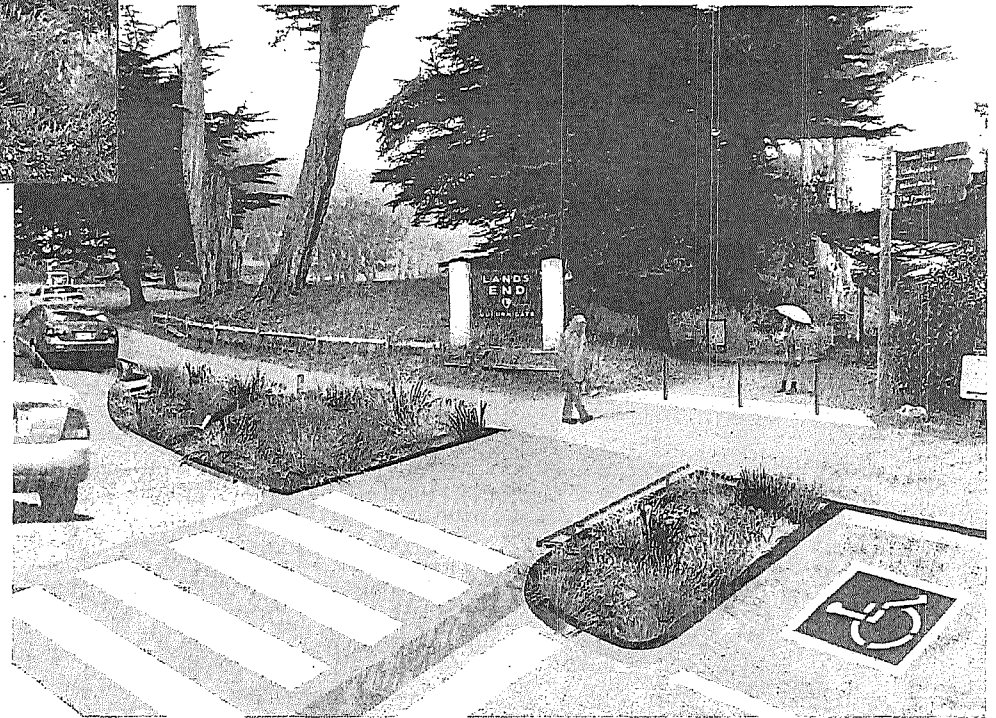
4303

BAKER BEACH GREEN STREET

Beach Terrace and GGNRA Rain Garden

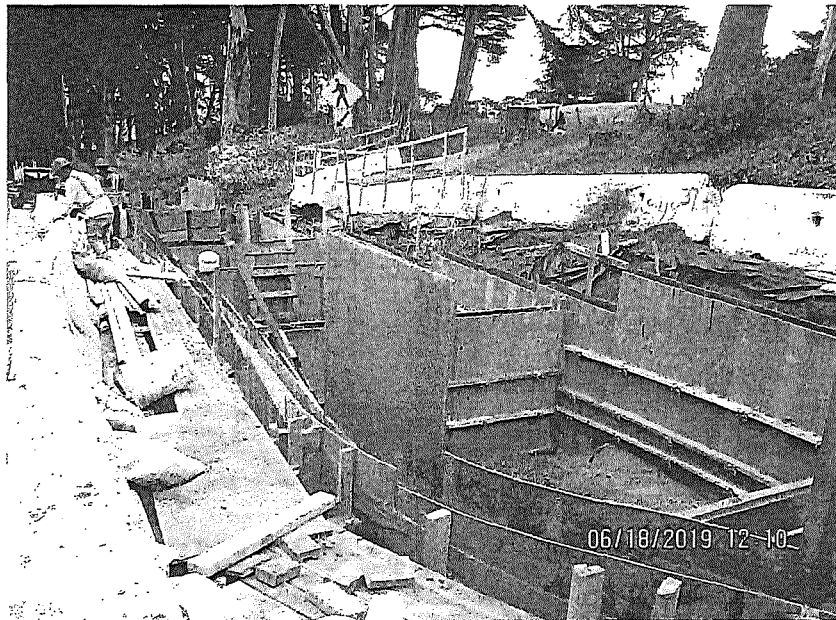


BAKER BEACH GREEN STREET El Camino Del Mar

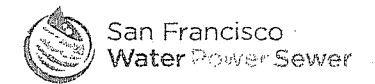


PROJECT PERFORMANCE

Area Managed	17.4 Acres
Annual Stormwater Volume Removed	3.1 MG
CSD Occurrences	Reduces CSD occurrences at Outfall 005, 006, & 007



PROJECT BUDGET

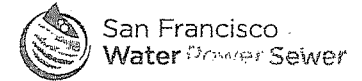


\$3.8M awarded by State Water Resources Control Board.

Item	Total Project Budget	Grant Funding	SFPUC Funding
Project Management	\$1,135,217	-	\$1,135,217
Planning	\$972,565	-	\$972,565
Design	\$1,001,922	-	\$1,001,922
Bid Advertisement and Award	\$118,218	\$76,842	\$41,376
Construction Management	\$1,420,600	\$515,260	\$905,340
Construction	\$7,367,766	\$3,167,720	\$4,200,046
Post-Construction Monitoring	\$42,000	-	\$42,000
Education and Outreach	\$2,200	-	\$2,200
Total	\$12,060,488	\$3,759,822	\$8,300,666

4307

STATE WATER BOARD STORM WATER GRANT



- Storm Water Grant Program is administered by the State Water Resources Control Board (State Water Board)
- Grant Program is funded by State Proposition 1 (2014) and re-appropriation of Prop 50 (Clean Beaches Program)
- **Grant Requirements**
 - Minimum 50% fund match
 - Quarterly Progress Reports and Reimbursement Invoicing
 - Records Retention Term for 36 years after project completion

4308

STATE WATER BOARD STORM WATER GRANT



- Grant awarded by State Water Board in December 2016
- SFPUC Commission approved in March 2019
- If Board of Supervisor's approve to accept and expend grant, project team estimates grant agreement execution in August 2019

4309

Sarah Bloom

sbloom@swater.org

THANK YOU!

