

File No. 141212

Committee Item No. 16

Board Item No. \_\_\_\_\_

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date December 10, 2014

Board of Supervisors Meeting

Date \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

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|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>SPPUC Resolution Nos 14-0127 &amp; 14-0184</u> |
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Completed by: Linda Wong Date December 5, 2014  
Completed by: \_\_\_\_\_ Date \_\_\_\_\_

1 [Accept and Expend Grant - Regional Groundwater Storage and Recovery Project Phase 1A -  
2 South Westside Groundwater Basin, Northern San Mateo County - \$1,400,000]

3 **Resolution authorizing the San Francisco Public Utilities Commission to accept and**  
4 **expend a grant in the amount of \$1,400,000 from the California Department of Water**  
5 **Resources for the Regional Groundwater Storage and Recovery Project Phase 1A -**  
6 **South Westside Groundwater Basin, Northern San Mateo County.**

7  
8 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) has developed a  
9 project description under the Water System Improvement Program (WSIP) for improvements  
10 to the regional water supply system, otherwise known as Project No. CUW30103, Regional  
11 Groundwater Storage and Recovery Project Phase 1A – South Westside Groundwater Basin,  
12 Northern San Mateo County (Project); and

13 WHEREAS, The primary objective of the Project is to provide additional dry-year  
14 regional water supply; and

15 WHEREAS, Specific objectives of the Project are to: manage the South Westside  
16 Groundwater Basin (Basin) through the coordinated use of SFPUC surface water and  
17 groundwater pumped by Daly City, San Bruno, and California Water Service Company  
18 (Participating Pumpers), provide supplemental SFPUC surface water to the Participating  
19 Pumpers in normal and wet years, reduce groundwater pumping, recharge the Basin,  
20 increase dry-year and emergency pumping capacity of the Basin, provide a new dry-year  
21 groundwater supply for SFPUC customers, and increase water supply reliability; and

22 WHEREAS, A Final Environmental Impact Report, including a Statement of Overriding  
23 Considerations and a Mitigation Monitoring and Reporting Program, was adopted by the  
24 SFPUC on August 12, 2014 by Resolution No. 14-0127; and

1           WHEREAS, The Association of Bay Area Governments (ABAG) applied for a  
2 Proposition 84 Integrated Regional Water Management Program Grant from the State of  
3 California, Department of Water Resources (DWR) to help fund the implementation and  
4 operation of 19 local, subregional, and regional water conservation, water recycling,  
5 ecosystem restoration, green infrastructure, and flood management-watershed projects to be  
6 carried out by the participating local agencies, including the SFPUC; and

7           WHEREAS, DWR awarded ABAG a grant of \$20,000,000 in State funds, requiring an  
8 estimated \$14,428,997 in agency matching funds; and each of the participating agencies is  
9 responsible for the cost-share match of at least 25% required under the DWR agreement with  
10 ABAG; and

11           WHEREAS, DWR and ABAG have entered into Grant Agreement No. 4600010575,  
12 whereby State grant funds will be disbursed by DWR to ABAG, the fiscal agent for the grant  
13 funds, on a reimbursement basis; and

14           WHEREAS, The State permits ABAG to disburse State grant funds to participating  
15 agencies; and

16           WHEREAS, ABAG wishes to pass State grant funds through to the SFPUC to use for  
17 the implementation of the Project to carry out the purposes of the State grant; and

18           WHEREAS, The SFPUC desires to receive State Grant funds, and is willing to  
19 cooperate in fulfilling ABAG's obligations under the State grant requirements; and

20           WHEREAS, On November 12, 2014, the SFPUC approved Resolution No. 14-0184  
21 approving a grant implementation agreement between the SFPUC and ABAG, in which ABAG  
22 agrees to disburse the grant funds to the SFPUC for implementation of the Project in  
23 accordance with the provisions of the implementation agreement; and

1           WHEREAS, The SFPUC's total estimated project cost is \$3,422,261, of which  
2 \$1,400,000 will be provided through State grant funds, with the SFPUC's estimated cost-  
3 share being up to \$2,022,261; and

4           WHEREAS, The State grant funds for the implementation of the Project are not to  
5 exceed \$1,400,000; and

6           WHEREAS, The SFPUC cost share funds for implementation of the Project are  
7 available in WSIP Project CUW30103; now, therefore, be it

8           RESOLVED, That the Board of Supervisors hereby authorizes the General Manager of  
9 the SFPUC to execute an Agreement with ABAG for the purpose of disbursing State grant  
10 funds to the SFPUC for implementation of the Regional Groundwater Storage and Recovery  
11 Project Phase 1A - South Westside Basin, Northern San Mateo County for an amount not to  
12 exceed \$1,400,000, with estimated matching funds of up to \$2,022,261; and, be it

13           FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully  
14 executed by all parties the SFPUC shall provide the final Agreement to the Clerk of the Board  
15 for inclusion into the official file.

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Recommended:



HARLAN L. KELLY  
General Manager of the SFPUC

Approved: 

EDWIN M. LEE  
Mayor

Approved: 

BEN ROSENFELD  
Controller

|   |  |
|---|--|
| <p><b>Items 15 &amp; 16</b><br/> <b>Files 14-1211 and 14-1212</b></p>   | <p><b>Department:</b><br/>                 Public Utilities Commission (PUC)</p> |
| <p><b>EXECUTIVE SUMMARY</b></p>   |  |
| <p style="text-align: center;"><b>Legislative Objectives</b></p>  |  |
| <ul style="list-style-type: none"> <li>• The proposed resolution (File 14-1212) authorizes the San Francisco Public Utilities Commission (SFPUC) to accept and expend a grant in the amount of \$1,400,000 from the California Department of Water Resources for the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Groundwater Basin, Northern San Mateo County.</li> <li>• The proposed ordinance (File 14-1211) de-appropriates \$1,400,000 in existing Water System Improvement Program Regional Groundwater &amp; Recovery Project budgets approved by an existing ordinance (311-08) and re-appropriates the funds to the Water System Program Bond/Commercial Paper expense.</li> </ul>   |  |
| <p style="text-align: center;"><b>Key Points</b></p>  |  |
| <ul style="list-style-type: none"> <li>• The Association of Bay Area Governments (ABAG) applied for a Proposition 84 Integrated Regional Water Management Program Grant from the State of California, Department of Water Resources (DWR). The Department of Water Resources awarded ABAG a grant of \$20,000,000, and required that an estimated \$14,428,997 in agency matching funds be committed.</li> <li>• ABAG will disburse the funds to the SFPUC for implementation of the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Basin, Northern San Mateo County, on a reimbursement basis.</li> <li>• Under Phase 1A of the Project, five groundwater wells will be constructed in Daly City, Colma and South San Francisco. Work in Phase 1A consists of well drilling (to approximately 550 to 750 feet deep), construction, development and pump testing.</li> </ul> |  |
| <p style="text-align: center;"><b>Fiscal Impact</b></p>   |  |
| <ul style="list-style-type: none"> <li>• The estimated cost of Phase 1A for the purpose of the grant agreement between the SFPUC and DWR is \$3,452,261, of which \$1,400,000 will be provided through grant funding from the Department of Water Resources.</li> <li>• The estimated cost-share for the SFPUC for the project is \$2,022,261. Funds for the cost-share will come from the Water System Improvement Program Project CUW30103.</li> </ul>  |  |
| <p style="text-align: center;"><b>Recommendation</b></p> <p>Approve the proposed resolution and ordinance.</p>  |  |

## MANDATE STATEMENT / BACKGROUND

### 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 if the grant requires any City matching funds, is subject to approval by the Board of Supervisors.

City Charter Section 9.105 states that amendments to the Annual Appropriations Ordinance, after the Controller certifies the availability of funds, are subject to Board of Supervisors approval by ordinance.

### Background

On behalf of numerous local public agencies, including the San Francisco Public Utilities Commission (SFPUC), the Association of Bay Area Governments (ABAG) applied for a Proposition 84 Integrated Regional Water Management Program Grant from the State of California, Department of Water Resources (DWR). The purpose of the grant is to help fund the implementation and operation of 19 local, subregional and regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects to be carried out by the participating agencies.

The State Department of Water Resources (DWR) awarded ABAG a grant of \$20,000,000, and required that an estimated \$14,428,997 in agency matching funds be committed. Grant funds will be disbursed by DWR to ABAG, the fiscal agent of the grant, on a reimbursement basis.

Under a grant agreement between ABAG and the SFPUC, ABAG will disburse the funds to the SFPUC for implementation of the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Basin, Northern San Mateo County, also on a reimbursement basis. Under Phase 1A of the Project, five groundwater wells will be constructed in Daly City, Colma and South San Francisco. Work in Phase 1A consists of well drilling (to approximately 550 to 750 feet deep), construction, development and pump testing.

The Regional Groundwater Storage and Recovery Project is part of the SFPUC's Water System Improvement Program (WSIP). The goal of the program is to develop local groundwater supply for use during drought conditions. When completed and operational, the Project will store up to 60,500 acre-feet of water in the South Westside Groundwater Basin, a capacity that would provide approximately 7.5 years of dry-year supply.

## DETAILS OF PROPOSED LEGISLATION

The proposed resolution (File 14-1212) authorizes the San Francisco Public Utilities Commission (SFPUC) to accept and expend a grant in the amount of \$1,400,000 from the California Department of Water Resources for the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Groundwater Basin, Northern San Mateo County.

The proposed ordinance (File 14-1211) de-appropriates \$1,400,000 in existing Water System Improvement Program Regional Groundwater Storage and Recovery Project funds previously appropriated by the Board of Supervisors, and re-appropriates the funds to the Water System

Improvement Program Bond/Commercial Paper expense. SFPUC deposits bond and commercial paper proceeds and other unused WSIP funds into the WSIP Bond/Commercial Paper expense prior to re-appropriation of these funds to WSIP projects.

### FISCAL IMPACT

The Regional Groundwater Storage and Recovery Project budget is \$113,580,000, as shown in the table below, and is funded by Water Revenue Bonds, previously appropriated by the Board of Supervisors.

**Table: Regional Groundwater Storage and Recovery Project Budget**

| Project Phase  | Approved Budget      | Expended as of October 2014 | Balance             |
|--|----------------------|-----------------------------|---------------------|
| Project Management   | \$6,757,119          | \$3,407,448                 | \$3,149,671         |
| Planning   | 2,031,881            | 2,031,881                   | 0                   |
| Environmental Review   | 4,755,000            | 3,895,262                   | 735,738             |
| Right-of-Way   | 2,118,000            | 838,405                     | 1,279,595           |
| Design   | 10,852,000           | 9,832,280                   | 1,343,720           |
| Bid and Award  | 373,000              | 10,866                      | 362,134             |
| Construction Management  | 11,324,000           | 500,785                     | 10,823,215          |
| Environmental Mitigation   | 732,196              | 4,438                       | 727,758             |
| Subtotal, Project Planning, Design, Management, Environmental, Other | \$38,943,196         | \$20,521,365                | \$18,421,831        |
| Prior Construction (Completed)                                       | 4,388,804            | 4,393,854                   | (5,050)             |
| Construction 13 Wells (Includes 10% Contingency) <sup>1</sup>        | 57,156,000           | 0                           | 57,156,000          |
| Construction 2 Wells (Includes 10% Contingency) <sup>2</sup>         | 8,382,000            | 0                           | 8,382,000           |
| Other Construction   | 4,710,000            | 0                           | 4,710,000           |
| Subtotal, Construction   | \$74,636,804         | \$4,393,854                 | \$70,242,950        |
| <b>Total</b>   | <b>\$113,580,000</b> | <b>\$24,915,219</b>         | <b>\$88,664,781</b> |

Source: PUC

<sup>1</sup> Located in Daly City, Colma, San Bruno, South San Francisco, and Millbrae

<sup>2</sup> Located in or near Golden Gate National Cemetery

The proposed \$1,400,000 State Department of Water Resources grant will free up existing water revenue bond proceeds previously appropriated by the Board of Supervisors for Regional Groundwater Storage and Recovery Project funds, which will be re-appropriated to the Water System Improvement Program Bond/Commercial Paper expense. According to Mr. Carlos Jacobo of the PUC, before the re-appropriated funds can be expended on another project, the Board of Supervisors will need to approve a supplemental appropriation.

The proposed \$1,400,000 grant requires matching funds of \$2,022,261. These matching funds of water revenue bonds were previously appropriated by the Board of Supervisors and are included in the Regional Groundwater Storage and Recovery Project budget, as shown in the table above.



Phase 1A of the Regional Groundwater Storage and Recovery Project is expected to be completed by July 31, 2016. The duration of the agreement will terminate when the SFPUC's obligations under the Agreement have been fully satisfied, no later than December 31, 2018.

**RECOMMENDATION**

Approve the proposed resolution and ordinance.



**San Francisco  
Water Power Sewer**

Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 13th Floor  
San Francisco, CA 94102  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

**TO: Angela Calvillo, Clerk of the Board**

**FROM: Erin Hagan, Policy and Government Affairs Manager**

**DATE: November 14, 2014**

**SUBJECT: Accept and Expend Grant - Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Groundwater Basin, Northern San Mateo County - \$1,400,000**

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Attached please find an original and one copy of a proposed resolution authorizing the San Francisco Public Utilities Commission to accept and expend a grant in the amount of \$1,400,000 from the California Department of Water Resources for the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Groundwater Basin, Northern San Mateo County.

The following is a list of accompanying documents (2 sets):

1. Board of Supervisors Resolution
2. SFPUC Resolution No. 14-0127
3. Final Awards: Proposition 84 Round 2 Implementation Grant
4. List of Awarded Projects: Proposition 84 Round 2 Implementation Grant
5. Grant Agreement No. 4600010575
6. SFPUC Resolution No. 14-0184
7. Grant Resolution Information Form
8. Supplemental Appropriation

Please contact Erin Hagan at 554-0706 if you need any additional information on these items.

Edwin M. Lee  
Mayor

Ann Moller Caen  
President

Francesca Vietor  
Vice President

Vince Courtney  
Commissioner

Anson Moran  
Commissioner

Harlan L. Kelly, Jr.  
General Manager



## PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 14-0127

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff have developed a project description under the Water System Improvement Program (WSIP) for the improvements to the regional water supply system, otherwise known as Project No. CUW30103, Regional Groundwater Storage and Recovery; and

WHEREAS, The primary objective of the Project is to provide an additional dry-year regional water supply. Specific objectives of the Project are to:

- Conjunctively manage the South Westside Groundwater Basin through the coordinated use of SFPUC surface water and groundwater pumped by the Daly City, San Bruno, and California Water Service Company (“Participating Pumpers”);
- Provide supplemental SFPUC surface water to the Participating Pumpers in normal and wet years, resulting in a corresponding reduction of groundwater pumping, which then allows for in-lieu recharge of the South Westside Groundwater Basin;
- Increase the dry-year and emergency pumping capacity of the South Westside Groundwater Basin by up to an average annual volume of 7.2 mgd; and
- Provide a new dry-year groundwater supply for SFPUC customers and increase water supply reliability during the 8.5-year design drought cycle.

WHEREAS, On August 7, 2014, the Planning Commission reviewed and considered the Final Environmental Impact Report (FEIR) in Planning Department File No. 2008.1396E, consisting of the Draft Environmental Impact Report (EIR), the Comments and Responses document and found that the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the provisions of the California Environmental Quality Act (CEQA), the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and found further that the FEIR reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the Draft EIR, and certified the completion of said FEIR in compliance with CEQA and the CEQA Guidelines in its Motion Nos. 19209; 192010; 192011; and

WHEREAS, This Commission has reviewed and considered the information contained in the FEIR, all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project and the EIR; and

WHEREAS, The Project and FEIR files have been made available for review by the SFPUC and the public in File No. 2008.1396E, at 1650 Mission Street, Fourth Floor, San Francisco, California; and those files are part of the record before this Commission; and

WHEREAS, SFPUC staff prepared proposed findings, as required by CEQA, (CEQA Findings) in Attachment A to this Resolution and a proposed Mitigation, Monitoring and Reporting Program (MMRP) in Attachment B to this Resolution, which material was made available to the public and the Commission for the Commission's review, consideration and action; and

WHEREAS, The Project is a capital improvement project approved by this Commission as part of the WSIP; and

WHEREAS, A Final Programmatic EIR (PEIR) was prepared for the WSIP and certified by the Planning Commission on October 30, 2008 by Motion No. 17734; and

WHEREAS, Thereafter, the SFPUC approved the WSIP and adopted findings and a MMRP as required by CEQA on October 30, 2008 by Resolution No. 08-0200; and

WHEREAS, The FEIR prepared for the Project is tiered from the PEIR, as authorized by and in accordance with CEQA; and

WHEREAS, The PEIR has been made available for review by the SFPUC and the public, and is part of the record before this Commission; and

WHEREAS, The SFPUC staff will comply with Government Code Section 7260 et seq. statutory procedures for possible acquisition of interests (temporary or permanent) in the following real property in San Mateo County (1) Assessor's Parcel # 002-410-050 in Daly City, owned by Lake Merced Golf and Country Club, (2) Assessor's Parcels # 002-072-240, -250 and 002-201-650 in Daly City, owned by John Daly Boulevard Associates/West Lake Associates, (3) Assessor's Parcels # 006-111-540 and 006-111-460 in Daly City, owned by Jefferson School District, (4) Assessor's Parcel # 008-421-120 in Colma, owned by TSE Serramonte, (5) Assessor's Parcel's # (unknown) for property owned by BART/SAMTRANS in South San Francisco, (6) Assessor's Parcel # 010-212-100 in South San Francisco, owned by Costco Wholesale Corporation, (7) Assessor's Parcel # 010-292-210 in South San Francisco, owned by Kaiser Foundation Hospitals, (8) Assessor's Parcel # 093-220-010 in Millbrae, leased by OSH/Lowes Corporation, and (9) Assessor's Parcel # 014-320-010 in San Bruno, owned by the U.S. Department of Veterans Affairs. The total combined purchase price for the acquisition of these property interests is estimated to not exceed \$1,500,000; and

WHEREAS, The Project includes work located on the property of the City of South San Francisco, Town of Colma, Lake Merced Golf Club, Jefferson Elementary School District and the Participating Pumpers, and SFPUC staff may seek to enter into Memoranda of Agreement ("MOAs") with these entities, addressing such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective entities, (b) cooperative procedures and fees relating to local permits, if any, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property agreements for Project construction, and (d) the parties' respective indemnification and insurance obligations; and

WHEREAS, The Project will require Board of Supervisors approval of Mitigation Agreements with irrigators overlying the South Westside Basin under Charter section 9.118; and

WHEREAS, The Project requires the General Manager to negotiate and execute an Operating Agreement with the Participating Pumpers, and related agreements to carry out the Operating Agreement . The Operating Agreement to be negotiated and executed is substantially in the form attached to this Resolution as Attachment C; and

WHEREAS, The Project MMRP requires the SFPUC to negotiate and execute Mitigation Agreements with Cypress Lawn Memorial Park Cemetery; Eternal Home Cemetery; Hills of Eternity/Home of Peace/Salem Cemeteries; Holy Cross Catholic Cemetery; Italian Cemetery; Olivet Cemetery; and Woodlawn Cemetery in Colma, and the California Golf Club in South San Francisco. The Mitigation Agreements to be negotiated and executed are substantially in the form attached to this Resolution as Attachment D; and

WHEREAS, The Project MMRP requires the SFPUC to 1) negotiate and execute an amendment to the 2009 Water Supply Agreement (WSA) with the SFPUC's wholesale water customers regarding delivery of replacement water from the Regional Water System as an interim mitigation action to irrigators overlying the South Westside Basin; and 2) negotiate and execute a wheeling agreement with California Water Service Company for delivery of replacement water to irrigators overlying the South Westside Basin as an interim mitigation action; and

WHEREAS, Implementation of the Project mitigation measures will involve consultation with, or required approvals by, state regulatory agencies, including but not limited to the following: California Department of Health, San Francisco Bay Regional Water Quality Control Board, State Water Resources Control Board, Bay Area Air Quality Management District, State Historic Preservation Officer, and California Department of Fish and Game; and

WHEREAS, The Project may require the SFPUC General Manager to apply for and execute various necessary permits, encroachment permits, or other approvals with, including but not limited to, the California Department of Transportation; County of San Mateo; Town of Colma, and cities of Daly City, Millbrae, San Bruno, and South San Francisco, and those permits shall be consistent with SFPUC existing fee or easement interests, where applicable, and will include terms and conditions including, but not limited to, maintenance, repair and relocation of improvements and possibly indemnity obligations; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the FEIR, finds that the FEIR is adequate for its use as the decision-making body for the actions taken herein, and hereby adopts the CEQA Findings, including the Statement of Overriding Considerations, attached hereto as Attachment A and incorporated herein as part of this Resolution by this reference thereto, and adopts the MMRP attached to this Resolution as Attachment B and incorporated herein as part of this Resolution by this reference thereto, and authorizes a request to the Board of Supervisors to adopt the same CEQA Findings, Statement of Overriding Considerations and MMRP; and be it

FURTHER RESOLVED, That this Commission hereby approves Project No. CUW30103, Regional Groundwater Storage and Recovery Project and authorizes staff to proceed with actions necessary to implement the Project consistent with this Resolution, including advertising for construction bids, provided, however, that staff will return to seek Commission approval for award of the construction contract; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager and/or the Director of Real Estate to undertake the process, in compliance with Government Code Section 7260 et seq., with the San Francisco Charter and all applicable laws, for possible acquisition of interests (temporary or permanent) in the following real property in San Mateo County (1) Assessor's Parcel # 002-410-050 in Daly City, owned by Lake Merced Golf and Country Club, (2) Assessor's Parcels # 002-072-240, -250 and 002-201-650 in Daly City, owned by West Lake Associates/John Daly Blvd. Assoc, (3) Assessor's Parcels # 006-111-540 and 006-111-460 in Daly City, owned by Jefferson Elementary School District, (4) Assessor's Parcel # 008-421-120 in Colma, owned by TSE Serramonte, L.P. and leased by Kohl's Department Store, (5) Assessor's Parcels (unknown) for property owned by BART/SAMTRANS in South San Francisco, (6) Assessor's Parcel # 010-212-100 in South San Francisco, owned by Costco Wholesale Corporation, (7) Assessor's Parcel # 093-331-080 in South San Francisco, owned by the City of South San Francisco, (8) Assessor's Parcel # 010-292-210 in South San Francisco, owned by Kaiser Foundation Hospitals, (9) Assessor's Parcel # 093-220-010 in Millbrae, leased by OSH/Lowes Corporation, and (10) Assessor's Parcel # 014-320-010 in San Bruno, owned by the U.S.A., and to seek Board of Supervisors' approval if necessary, and provided that any necessary Board approval has been obtained, to accept and execute final agreements, and any other related documents necessary to consummate the transactions contemplated therein, in such form, approved by the City Attorney; and be it

FURTHER RESOLVED, The General Manager will confer with the Commission during the negotiation process on real estate agreements as necessary, and report to the Commission on all agreements submitted to the Board of Supervisors for approval; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the General Manager to negotiate and execute Memoranda of Agreement, if necessary, to perform work on the property of the City of South San Francisco, Town of Colma, Lake Merced Golf Club, Jefferson Elementary School District and the Participating Pumpers (collectively the "Project MOAs") in a form that the General Manager determines is in the public interest and is acceptable, necessary, and advisable to effectuate the purposes and intent of this Resolution, and in compliance with the Charter and all applicable laws, and approved as to form by the City Attorney. The Project MOAs may address such matters as (a) SFPUC's commitments to restore or replace, pursuant to agreed specifications, certain improvements owned by the respective local jurisdictions, (b) cooperative procedures and fees relating to local permits, inspections, and communications to the public concerning Project construction, (c) the form of necessary encroachment permits or other property licenses required to permit Project construction, and (d) the parties' respective indemnification and insurance obligations, subject to the San Francisco Risk Manager's approval; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to seek Board of Supervisors approval for the Controller's release of reserve for the Project; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to negotiate and execute an Operating Agreement with the City of Daly City, the City of San Bruno, and California Water Service Company, substantially in the form attached to this Resolution as Attachment C, along with more detailed site specific agreements for the operation of Project wells by the Participating Pumpers and the shared use of facilities owned by the Participating Pumpers for water treatment and distribution, as contemplated by the Operating Agreement; and be it

FURTHER RESOLVED, That this Commission hereby authorizes the SFPUC General Manager to negotiate and execute Mitigation Agreements with Cypress Lawn Memorial Park Cemetery; Eternal Home Cemetery; Hills of Eternity/Home of Peace/Salem Cemeteries; Holy Cross Catholic Cemetery; Italian Cemetery; Olivet Cemetery; and Woodlawn Cemetery in Colma, and the California Golf Club in South San Francisco substantially in the forms attached to this Resolution as Attachment D, and to seek Board of Supervisors approval of the Mitigation Agreements under Charter Section 9.118, along with the approval of the settlement of any CEQA appeals filed by these irrigators based on the terms of the Mitigation Agreements; and be it

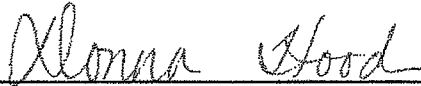
FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to consult with, or apply for, and, if necessary, seek Board of Supervisors' approval, and if approved, to accept and execute permits or required approvals by state regulatory agencies, including but not limited to, the California Department of Public Health, the Regional Water Quality Control Board, the State Water Resources Control Board, the Bay Area Air Quality Management District, the State Historic Preservation Officer, and the California Department of Fish and Wildlife, including terms and conditions that are within the lawful authority of the agency to impose, in the public interest, and, in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested permit or approval, as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to apply for and execute various necessary permits and encroachment permits or other approvals with, including but not limited to, the California Department of Transportation; County of San Mateo; Town of Colma; and the cities of Daly City, Millbrae, San Bruno, and South San Francisco, which permits or approvals shall be consistent with SFPUC's existing fee or easement interests, where applicable. To the extent that the terms and conditions of the permits will require SFPUC to indemnify the respective jurisdictions, those indemnity obligations are subject to review and approval by the San Francisco Risk Manager. The General Manager is authorized to agree to such terms and conditions, including but not limited to those relating to maintenance, repair and relocation of improvements, that are in the public interest, and in the judgment of the General Manager, in consultation with the City Attorney, are reasonable and appropriate for the scope and duration of the requested use as necessary for the Project; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager to work with the Director of Real Estate to seek Board approval if necessary, and provided any necessary Board approval is obtained, to accept and execute the real property agreements authorized herein; and be it

FURTHER RESOLVED, That this Commission authorizes the General Manager, or his designee, to enter into any subsequent additions, amendments or other modifications to the permits, licenses, encroachment removal agreements, leases, easements, other Use Instruments or real property agreements, Operating Agreements, and Mitigation Agreements or amendments thereto, as described herein, that the General Manager, in consultation with the Real Estate Services director and the City Attorney, determines are in the best interests of the SFPUC and the City, do not materially decrease the benefits to the SFPUC or the City, and do not materially increase the obligations or liabilities of the SFPUC or the City, such determination to be conclusively evidenced by the execution and delivery of any such additions, amendments, or other modifications.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of August 12, 2014.*



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*Secretary, Public Utilities Commission*



**Final Awards  
Proposition 84 Round 2 Implementation Grant  
February 4, 2014**

| Funding Area           | IRWM Region                              | Grantee  | Grant Award           | Existing Appropriation (SB 855) | Future Appropriation |
|------------------------|--|--|-----------------------|---------------------------------|----------------------|
| North Coast            | North Coast                              | County of Humboldt   | \$ 5,386,000          | \$ 5,386,000                    |                      |
| <b>Total</b>           |  |  | <b>\$ 5,386,000</b>   | <b>\$ 5,386,000</b>             |                      |
| San Francisco Bay Area | East Contra Costa County                 | Contra Costa Water District*                                 | \$ 430,000            | \$ 430,000                      |                      |
|                        | San Francisco Bay Area                   | Association of Bay Area Governments                          | \$ 20,000,000         | \$ 20,000,000                   |                      |
| <b>Total</b>           |  |  | <b>\$ 20,430,000</b>  | <b>\$ 20,430,000</b>            |                      |
| Central Coast          | Pajaro River Watershed                   | San Benito County Water District                             | \$ 7,569,000          | \$ 7,569,000                    |                      |
| <b>Total</b>           |  |  | <b>\$ 7,569,000</b>   | <b>\$ 7,569,000</b>             |                      |
| Los Angeles - Ventura  | Greater Los Angeles                      | Los Angeles County Flood Control District                    | \$ 23,433,962         | \$ 23,433,962                   |                      |
|                        | Upper Santa Clara River                  | Castaic Lake Water Agency                                    | \$ 7,006,481          | \$ 7,006,481                    |                      |
|                        | Watersheds Coalition of Ventura County   | County of Ventura  | \$ 17,998,300         | \$ 13,462,466                   | \$ 4,535,834         |
| <b>Total</b>           |  |  | <b>\$ 48,438,743</b>  | <b>\$ 43,902,909</b>            | <b>\$ 4,535,834</b>  |
| Santa Ana              | Santa Ana Watershed Project Authority    | Santa Ana Watershed Project Authority                        | \$ 16,667,000         | \$ 8,333,500                    | \$ 8,333,500         |
| <b>Total</b>           |  |  | <b>\$ 16,667,000</b>  | <b>\$ 8,333,500</b>             | <b>\$ 8,333,500</b>  |
| San Diego              | San Diego                                | San Diego County Water Authority                             | \$ 10,511,225         | \$ 5,255,613                    | \$ 5,255,612         |
|                        | South Orange County Watershed Management | County of Orange   | \$ 1,708,647          | \$ 1,708,647                    |                      |
|                        | Upper Santa Margarita                    | Rancho California Water District                             | \$ 1,031,163          | \$ 1,031,163                    |                      |
| <b>Total</b>           |  |  | <b>\$ 13,251,035</b>  | <b>\$ 7,995,423</b>             | <b>\$ 5,255,612</b>  |
| Sacramento River       | Consumnes, American, Bear, and Yuba      | The Sierra Fund*   | \$ 5,163,032          | \$ 5,163,032                    |                      |
|                        | Upper Pit River Watershed                | North Cal-Neva Resource Conservation And Development Council | \$ 1,148,410          | \$ 1,148,410                    |                      |
| <b>Total</b>           |  |  | <b>\$ 6,311,442</b>   | <b>\$ 6,311,442</b>             |                      |
| San Joaquin River      | Consumnes, American, Bear, and Yuba      | The Sierra Fund*   | \$ 380,000            | \$ 380,000                      |                      |
|                        | Merced                                   | Merced Irrigation District                                   | \$ 3,190,335          | \$ 2,386,324                    | \$ 804,011           |
|                        | Mokelumne/Amador/Calaveras               | Upper Mokelumne River Watershed Authority                    | \$ 2,174,587          | \$ 2,174,587                    |                      |
|                        | Tuolumne-Stanislaus                      | Tuolumne County Resource Conservation District               | \$ 3,640,000          | \$ 2,722,668                    | \$ 917,332           |
| <b>Total</b>           |  |  | <b>\$ 9,384,922</b>   | <b>\$ 7,663,579</b>             | <b>\$ 1,721,343</b>  |
| Tulare Lake            | Kern County                              | Tehachapi-Cummings County Water District                     | \$ 8,011,898          | \$ 8,011,898                    |                      |
|                        | Upper Kings                              | Upper Kings Basin IRWM Authority                             | \$ 8,734,000          | \$ 8,734,000                    |                      |
| <b>Total</b>           |  |  | <b>\$ 16,745,898</b>  | <b>\$ 16,745,898</b>            |                      |
| Lahontan               | Antelope Valley                          | Boron Community Services District                            | \$ 427,000            |                                 | \$ 427,000           |
|                        | Mojave                                   | Mojave Water Agency*   | \$ 3,000,000          | \$ 1,500,000                    | \$ 1,500,000         |
| <b>Total</b>           |  |  | <b>\$ 3,427,000</b>   | <b>\$ 1,500,000</b>             | <b>\$ 1,927,000</b>  |
| Colorado River Basin   | Coachella Valley                         | Coachella Valley Water District                              | \$ 5,240,000          | \$ 5,240,000                    |                      |
| <b>Total</b>           |  |  | <b>\$ 5,240,000</b>   | <b>\$ 5,240,000</b>             |                      |
| <b>GRAND TOTAL**</b>   |  |  | <b>\$ 152,851,040</b> | <b>\$ 131,077,751</b>           | <b>\$ 21,773,289</b> |

\* Application contains projects in two funding areas

\*\* \$131,077,751 is available from SB 855 funds, and \$21,773,289 is dependent on future appropriation.



**List of Awarded Projects  
Proposition 84, Round 2 IRWM Implementation Grants**

| Funding Area                               | Applicant | Project Name <sup>1</sup>   | Critical DAC Project |
|--|-----------|---|----------------------|
| <b>North Coast</b>                         |           |   |                      |
| <b>County of Humboldt</b>                  |           |   |                      |
|  |           | Big Rock Community Services District Stabilize Water Storage Tank   | X                    |
|  |           | Fish Friendly Farming and Fish Friendly Ranching Environmental Certification in the Russian, Navarro, Gualala River Watershed   |                      |
|  |           | Gold Ridge Resource Conservation District, Coastal Watersheds Enhancement Project   |                      |
|  |           | Gualala River Sediment Reduction Program: Lower Rockpile Creek Planning Watershed   |                      |
|  |           | Humboldt Bay Municipal Water District, Ranney Collectors 1 & 1A Lateral Replacement   |                      |
|  |           | Karuk Tribe Lower Mid-Klamath (Red Cap /Perch Creek ) Habitat Protection-Road Decommissioning Implementation Project            |                      |
|  |           | Restoration of Lower Klamath River Habitats   |                      |
|  |           | Russian River Watershed Agricultural Water Conservation & Water Supply Reliability Program                                      |                      |
|  |           | Salyer Mutual Water Company, Distribution System and Hydrants   | X                    |
|  |           | Siskiyou County Septage Pond Closure  |                      |
|  |           | Trinity County Resource Conservation District, West Weaver Creek - Channel and Floodplain Rehabilitation                        |                      |
|  |           | Westhaven Community Services District, Water Tank   | X                    |
|  |           | Working Landscapes and Riparian Enhancement Project   |                      |
| <b>San Francisco Bay Area</b>              |           |   |                      |
| <b>Association of Bay Area Governments</b> |           |   |                      |
|  |           | Project 1: Bay Area Regional Water Conservation and Education Program   |                      |
|  |           | Project 2: East Bayshore Recycled Water Project Phase 1A (Emeryville)   |                      |
|  |           | Project 3: Lagunitas Creek Watershed Sediment Reduction and Management Project  |                      |
|  |           | Project 4: Marin/Sonoma Conserving Our Watersheds: Agricultural BMP Projects  |                      |
|  |           | Project 5: Napa Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal  |                      |
|  |           | Project 6: North Bay Water Reuse Program – Sonoma Valley CSD 5th Street East/McGill Road Recycled Water Project                 |                      |
|  |           | Project 7: Oakland Sausal Creek Restoration Project   |                      |
|  |           | Project 8: Pescadero Water Supply and Sustainability Project  | X                    |
|  |           | Project 9: Petaluma Flood Reduction, Water & Habitat Quality, and Recreation Project for Capri Creek                            |                      |
|  |           | Project 10: Redwood City Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project                  |                      |
|  |           | Project 11: Regional Groundwater Storage and Recovery Project Phase 1A - South Westside Basin, Northern San Mateo County        |                      |
|  |           | Project 12: Richmond Breuner Marsh Restoration Project  |                      |
|  |           | Project 13: Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement, Santa Clara County               |                      |
|  |           | Project 14: SF Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk Mgmt, Wastewater Effluent Polishing |                      |
|  |           | Project 15: San Francisco International Airport Reclaimed Water Facility  |                      |
|  |           | Project 16: San José Green Streets & Alleys Demonstration Projects  |                      |
|  |           | Project 17: San Pablo Rheem Creek Wetlands Restoration Project  |                      |
|  |           | Project 18: St. Helena Upper York Creek Dam Removal and Ecosystem Restoration Project   |                      |
|  |           | Project 19: Students and Teachers Restoring a Watershed (STRAW) Project—North and East Bay Watersheds                           |                      |
| <b>Contra Costa Water District</b>         |           |   |                      |
|  |           | Rossmoor Well Replacement / Groundwater Monitoring Well System Expansion  |                      |
| <b>Central Coast</b>                       |           |   |                      |
| <b>San Benito County Water District</b>    |           |   |                      |
|  |           | Critical Water Supply System Improvements for Pajaro  |                      |
|  |           | Hollister Urban Area Water Project  |                      |

| Funding Area                                     | Applicant | Project Name <sup>1</sup>  | Critical DAC Project |
|--|-----------|--|----------------------|
|  |           | Increased Recycled Water Storage Project   |                      |
|  |           | Pajaro Agricultural Water Quality and Aquifer Enhancement Project  |                      |
| <b>Los Angeles – Ventura</b>                     |           |  |                      |
| <b>Castaic Lake Water Agency</b>                 |           |  |                      |
|  |           | Automatic Water Softener Rebate and Public Outreach Program (SCVSD-1)  |                      |
|  |           | Foothill Feeder Connection (CLWA-8)  |                      |
|  |           | Pellet Water Softening Treatment Plant - Phase 1 (NCWD-2)  |                      |
|  |           | Santa Clarita Valley Water Use Efficiency Strategic Plan Programs (CLWA - 3)                                       |                      |
|  |           | Santa Clarita Water Division Water Use Efficiency Programs (SCWD-2)  |                      |
|  |           | Upper Santa Clara River (USCR) Arundo/Tamarisk Removal Program (SCARP) Implementation (SC 1/BCN-1)                 |                      |
| <b>County of Ventura</b>                         |           |  |                      |
|  |           | Invasive Plant Removal, Ecosystem Restoration, and Habitat Protection in the Santa Clara River                     |                      |
|  |           | Moorpark Recycled Water Project Phase IV   |                      |
|  |           | North Pleasant Valley Groundwater Desalter   |                      |
|  |           | South Oxnard Stormwater Flood Management and Community Enhancement Project Phase 2B                                |                      |
|  |           | Ventura River Invasive Plant Removal and Ecosystem Restoration Project   |                      |
|  |           | West Simi Valley Water Recycling Project Phases 1 and 2  |                      |
| <b>Los Angeles County Flood Control District</b> |           |  |                      |
|  |           | Citywide Storm Drain Catch Basin Curb Screens Project  |                      |
|  |           | Dominguez Channel Trash Reduction Project  |                      |
|  |           | Dominguez Gap Spreading Grounds West Basin Percolation Improvements  |                      |
|  |           | Foothill Municipal Water District Recycled Water Project   |                      |
|  |           | Marsh Park, Phase II   |                      |
|  |           | Oxford Retention Basin Multi-Use Enhancement Project   |                      |
|  |           | Pacoima Spreading Grounds Improvements Project   |                      |
|  |           | Peck Water Conservation Improvement  |                      |
|  |           | San Jose Creek Water Reclamation Plant East Process Optimization Project   |                      |
|  |           | South Gardena Recycled Water Pipeline Project  |                      |
|  |           | Upper Malibu Creek Watershed Restoration   |                      |
|  |           | Vermont Avenue Stormwater Capture and Greenstreet Project  |                      |
|  |           | Walnut Spreading Basin Improvements  |                      |
| <b>Santa Ana</b>                                 |           |  |                      |
| <b>Santa Ana Watershed Project Authority</b>     |           |  |                      |
|  |           | A - Perris Desalination Program -Brackish Water Wells 94, 95 and 96  |                      |
|  |           | B - Quail Valley Subarea 9 Phase 1 Sewer System Project  | X                    |
|  |           | C - Forest First - Increase Stormwater Capture and Decrease Sediment Loading through Forest Ecological Restoration |                      |
|  |           | D - Wineville Regional Recycled Water Pipeline and Groundwater Recharge System Upgrades                            |                      |
|  |           | E - Plunge Creek Water Recharge and Habitat Improvement  |                      |
|  |           | F - Prado Basin Sediment Management Demonstration Project  |                      |
|  |           | G - San Sevaine Ground Water Recharge Basin  |                      |
|  |           | H - Corona/Home Gardens Well Rehabilitation and Multi-Jurisdictional Water Transmission Line Project               |                      |
|  |           | I - Enhanced Stormwater Capture and Recharge along the Santa Ana River   |                      |
|  |           | J - Regional Residential Landscape Retrofit Program  |                      |
|  |           | K - Canyon Lake Hybrid Treatment Process   |                      |
|  |           | L - 14th Street Groundwater Basin  |                      |
|  |           | M - Customer Handbook to Using Water Efficiently in the Landscape  |                      |
|  |           | N - Vulcan Pit Flood Control and Aquifer Recharge Project  |                      |
|  |           | O - Francis Street Storm Drain and Ely Basin Flood Control and Aquifer Recharge Project                            |                      |
|  |           | P - Commercial/Industrial/Institutional Performance-Based Water Use Efficiency Program                             |                      |
|  |           | Q - Peters Canyon Channel Water Capture and Reuse Pipeline   |                      |
|  |           | R - Soboba Band of Luiseño Indians Wastewater Project  |                      |
|  |           | S - Recycled Water Project Phase (Arlington-Central Avenue Pipeline)   |                      |
|  |           | T - Wilson III Basins Project and Wilson Basins/Spreading Grounds  |                      |

| Funding Area  | Applicant | Project Name <sup>1</sup>   | Critical DAC Project |
|---|-----------|---|----------------------|
| <b>San Diego</b>  |           |   |                      |
| <b>County of Orange</b>   |           |   |                      |
|   |           | Baker Water Treatment Plant   |                      |
|   |           | Comprehensive Landscape Water Use Efficiency Program  |                      |
|   |           | Riparian Invasion Control, Restoration, Monitoring, and Education Project                     |                      |
|   |           | Targeted Water Conservation Program   |                      |
| <b>Rancho California Water District</b>                             |           |   |                      |
|   |           | Native Botanical Garden Project   |                      |
|   |           | Recycled Water and Plant Material Conversion Project for HOA Common Areas                     |                      |
|   |           | Upper Valle de Los Caballos Recharge Project  |                      |
| <b>San Diego County Water Authority</b>                             |           |   |                      |
|   |           | Chollas Creek Integration Project – Phase II  |                      |
|   |           | Failsafe Potable Reuse at the Advanced Water Purification Demonstration Facility              |                      |
|   |           | Implementing Nutrient Management in the Santa Margarita River Watershed –Phase II             |                      |
|   |           | North San Diego County Regional Recycled Water Project – Phase II                             |                      |
|   |           | Rural Disadvantaged Community Partnership Program   |                      |
|   |           | Sustaining Healthy Tributaries to the Upper San Diego River                                   |                      |
|   |           | Turf Replacement and Agricultural Efficiency Program  |                      |
| <b>Sacramento</b>   |           |   |                      |
| <b>North Cal-Neva Resource Conservation and Development Council</b> |           |   |                      |
|   |           | Bieber Water Tank Refurbishment Project   |                      |
|   |           | Joint Leak Detection and Repair Program   |                      |
|   |           | McArthur Water Tank   | X                    |
| <b>The Sierra Fund<sup>2</sup></b>                                  |           |   |                      |
|   |           | CABY Mercury and Sediment Abatement Initiative  |                      |
|   |           | Camptonville Water System Improvement Project   | X                    |
|   |           | City of Placerville Waterline Replacement Project   |                      |
|   |           | Meadow Restoration, Assessment and Prioritization in the CABY region                          |                      |
|   |           | Water Efficiency, Water Quality and Supply Reliability in the CABY Region                     |                      |
|   |           | Wolf Creek Watershed: Restoration, Stormwater Source Control and Flood Management             |                      |
| <b>San Joaquin River</b>  |           |   |                      |
| <b>Merced Irrigation District</b>                                   |           |   |                      |
|   |           | Black Rascal Flood Control Project  | X                    |
|   |           | El Nido Recharge Basin  |                      |
|   |           | Merced River Education and Enhancement Program  |                      |
|   |           | Planada Community Services District Water Conservation Project                                | X                    |
| <b>The Sierra Fund<sup>2</sup></b>                                  |           |   |                      |
|   |           | El Dorado County Small Hydroelectric Development Program                                      |                      |
| <b>Tuolumne County Resource Conservation District</b>               |           |   |                      |
|   |           | Douglas Flat/Vallecito WWTP Storage Pond Project  |                      |
|   |           | GCSD/BOF (LS #16) Water Quality Protection Project  |                      |
|   |           | Home-Level Water Conservation for the DAC   |                      |
|   |           | Phoenix Lake Preservation and Restoration-Phase 2   |                      |
|   |           | Small Acreage Storm Water Pollution Prevention and Landowner Stewardship Program              |                      |
|   |           | Tuolumne Stanislaus Watershed Outreach and Education  |                      |
|   |           | Upper South Fork Stanislaus River Watershed Restoration and Water Quality Enhancement Project |                      |
|   |           | Wastewater Treatment Facilities Improvement Project (Sprayfield)                              |                      |
| <b>Upper Mokelumne River Watershed Authority</b>                    |           |   |                      |
|   |           | Camanche Area Regional Water Supply Project – Phase 1   | X                    |
|   |           | Lake Camanche Lateral Replacement Project – Phase 2   | X                    |
|   |           | Ponderosa Way Restoration Project – Phase 1   |                      |
| <b>Tulare Lake</b>  |           |   |                      |
| <b>Tehachapi-Cummings County Water District</b>                     |           |   |                      |
|   |           | Kern Water Bank Recharge and Recovery Enhancement Project                                     |                      |
|   |           | Snyder Well Intertie Pipeline for Irrigation and Nitrate Removal Project                      |                      |

| Funding Area                             | Applicant | Project Name <sup>1</sup>   | Critical DAC Project |
|--|-----------|---|----------------------|
|  |           | Sycamore Road Flood Reduction Project   | X                    |
|  |           | Tehachapi Regional Water Use Efficiency Project   |                      |
|  |           | Urban Bakersfield Water Conservation Project  |                      |
| <b>Upper Kings Basin IRWM Authority</b>  |           |   |                      |
|  |           | Project A - Fresno Irrigation District - Southwest Groundwater Banking Project                        |                      |
|  |           | Project B - Laguna Irrigation District Recharge Basin 11  |                      |
|  |           | Project C - Bakman Water Company Water Supply Reliability and Conservation Project                    | X                    |
|  |           | Project D - City of San Joaquin Water Supply Reliability and Conservation Project                     | X                    |
|  |           | Project E - City of Kerman Residential Water Meter Project  |                      |
| <b>Lahontan</b>                          |           |   |                      |
| <b>Boron Community Services District</b> |           |   |                      |
|  |           | Boron Community Services District (BCSD) Arsenic Management Feasibility Study and Well Design Project | X                    |
| <b>Mojave Water Agency</b>               |           |   |                      |
|  |           | Victor Valley Wastewater Reclamation Authority Subregional Reclamation Project                        |                      |
| <b>Colorado River Basin</b>              |           |   |                      |
| <b>Coachella Valley Water District</b>   |           |   |                      |
|  |           | Groundwater Quality Protection Program – Subarea D2   | X                    |
|  |           | Non-Potable Water Use Expansion Program   |                      |
|  |           | Salt and Nutrient Management Program  |                      |
|  |           | San Antonio del Desierto DAC Sewer Extension Project  | X                    |
|  |           | Torres-Martinez Avenue 64 Water Supply Connection Project   | X                    |

1) In addition to the projects listed, most applications also include a "grant administration project".

2) IRWM Regions is receiving funding from two funding areas.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
ASSOCIATION OF BAY AREA GOVERNMENTS  
AGREEMENT No. 4600010575  
PROPOSITION 84 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS  
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or DWR and the Association of Bay Area Governments, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Bay Area Integrated Regional Water Management Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on December 31, 2018, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 9.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects is estimated to be \$52,951,468.00.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$20,000,000.00. Of this grant amount, not less than \$700,000.00 shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM region.
5. GRANTEE COST SHARE. Grantee agrees to fund the difference between the Total Project Cost, and the Grant Amount (amount specified in Paragraph 4). Cost Share consists of Funding Match and Additional Cost Share, as documented in Exhibit B (Budget). Additional Cost Share is the amount necessary to fund the project above the Grant Amount and the Funding Match. Additional Cost Share will not be reviewed by the State for invoicing purposes; however, the Grantee is required to maintain all financial records associated with the project in accordance with Exhibit I (State Audit Document Requirements).
6. FUNDING MATCH. Funding Match is defined as the minimum amount of Grantee Cost Share required, and cannot include other State funds. Grantee is required to provide a Funding Match of at least 25% of the Total Project Cost. The Grantee's Funding Match is estimated to be \$14,428,997.00. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after September 30, 2008.
7. GRANTEE'S RESPONSIBILITY. Grantee and its representatives shall:
  - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
  - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing.
  - c) Comply with all applicable California laws and regulations.
  - d) Implement the Projects in accordance with applicable provisions of the law.
  - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the projects.
8. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies

identified in the San Francisco Bay Area Water Enhancement Program IRWM Round 2 Implementation grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.

9. BASIC CONDITIONS. State shall have no obligation to disburse money for projects under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
- a) Grantee and Local Project Sponsors demonstrate the availability of sufficient funds to complete each project, as stated in the Commitment Letter, by submitting the most recent 3 years of audited financial statements.
  - b) Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated November 2012.
  - c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 19, "Submission of Reports."
  - d) Grantee submits deliverables as specified in Paragraph 19 of this Grant Agreement and in Exhibit A.
  - e) Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State for each project:
    - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for each approved projects as listed in Exhibit A of this Grant Agreement.
    - 2) Environmental Documentation
      - i) Grantee submits to the State all applicable environmental permits,
      - ii) Documents that satisfy the CEQA process are received by the State,
      - iii) State has completed its CEQA compliance review as a Responsible Agency, and
      - iv) Grantee receives written concurrence from the State of Lead Agency's CEQA documents and State notice of verification of environmental permit submittal.  
State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the projects or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.
    - 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."
10. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 11.
11. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Total Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the projects including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the projects after February 4, 2014 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement with State funds cannot be counted as Funding Match. Costs that are not eligible for reimbursement include, but are not limited to the following items:



- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
  - b) Operation and maintenance costs, including post construction performance and monitoring costs.
  - c) Purchase of equipment not an integral part of a project.
  - d) Establishing a reserve fund.
  - e) Purchase of water supply.
  - f) Monitoring and assessment costs for efforts required after project construction is complete.
  - g) Replacement of existing funding sources for ongoing programs.
  - h) Travel and per diem costs (per diem includes subsistence and other related costs).
  - i) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
  - j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
  - k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).
  - l) Overhead not directly related to project costs.
12. METHOD OF PAYMENT. Submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager via Grant Review and Tracking Systems (GRanTS). Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 9 of this Agreement, must be sent to the DWR Project Manager for approval. Invoices submitted via GRanTS shall include the following information:
- a) Costs incurred for work performed in implementing the projects during the period identified in the particular invoice.
  - b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the projects during the period identified in the particular Invoice for the implementation of a project.
  - c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
    - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
    - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
    - 3) Sufficient evidence (e.g. receipts, copies of checks, time sheets) as determined by the State must be provided for all costs included in the invoice. Additional Cost Share shall be accounted for separately in the progress reports.
    - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4, and those costs that represent Grantee's Funding Match, as applicable, in Paragraph 6.
    - 5) DWR Project Manager will notify Grantee, in a timely manner, when, upon review of an Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 9 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 19, Submission of Reports. Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

13. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding attributable to that project and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 14, the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State, except if the State determines that the portion disbursed has been expended for eligible project costs in accordance with the provisions of the Grant Agreement. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
14. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
  - c) Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
  - d) Failure to operate or maintain projects in accordance with this Grant Agreement.
  - e) Failure to make any remittance required by this Grant Agreement.
  - f) Failure to comply with Labor Compliance Program requirements (Paragraph 18).
  - g) Failure to submit timely progress reports.
  - h) Failure to routinely invoice State.
  - i) Failure to meet any of the requirements set forth in Paragraph 15, "Continuing Eligibility."

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

- i. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

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

15. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- a) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
  - b) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.);
  - c) An agricultural water supplier must maintain compliance with SBx7-7 as outlined in Part 2.55 of Division 6 of the CWC.

- d) Grantees diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
- e) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2012.
16. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Projects. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.
17. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements, and Standard Condition D.28 in Exhibit D. Grantee must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for projects funded by:
- a) Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; PRC sections 75075 *et seq.*) or
- b) Any other funding source requiring an LCP.
- At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the LCP requirements.
19. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit G. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such projects.
- Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager and shall be uploaded into GRanTS at the frequency specified in Exhibit C, Project Schedule. The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Agreement.
  - Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of projects completion. Project Completion Report(s) shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a California Registered Professional (Civil Engineer or Geologist, as appropriate),

consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form will be provided by the State.

- Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
- Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed projects begins operation.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, and subject where applicable to the federal Anti-Deficiency Act, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects, subject where applicable to the federal Anti-Deficiency Act; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Exhibit A of this Grant Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with the Project Performance Measures Table requirements outlined in the Proposition 84 Round 2 Implementation Grants Proposal Solicitation Package (in Attachment 6), and guidance provided in Exhibit J, "Project Monitoring Plan Components," the Project Monitoring Plan should also include:
- a) Baseline conditions.
  - b) Brief discussion of monitoring systems to be used.
  - c) Methodology of monitoring.
  - d) Frequency of monitoring.
  - e) Location of monitoring points.

A Project Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. See Exhibit H, "Requirements for Statewide Monitoring and Data Submittal", for web links and information regarding other State monitoring and data reporting requirements.

22. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of California Water Code) and, where

applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

23. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a projects will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
  - Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.
  - Final inspection of the completed work on a project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- By delivery in person.
  - By certified U.S. mail, return receipt requested, postage prepaid.
  - By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - By electronic means.

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 26. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources  
Paula Landis  
Chief, Division of IRWM  
P.O. Box 942836  
Sacramento CA 94236-0001  
Phone: (916) 651-9220  
e-mail: plandis@water.ca.gov

Association of Bay Area Governments  
Ezra Rapport  
Executive Director  
101 8<sup>th</sup> Street  
Oakland, CA 94607  
Phone: (510) 464-7900  
e-mail: ezrar@abag.ca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources  
Melissa Sparks  
Project Manager  
Division of Integrated Regional Water Management

Association of Bay Area Governments, San  
Francisco Estuary Partnership division  
Jennifer Krebs  
Project Manager

PO Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 651-9221  
e-mail: melissa.sparks@water.ca.gov

151 Clay Street, Suite 1400  
Oakland, CA 94612  
Phone: (510) 622-2315  
e-mail: jkrebs@waterboards.ca.gov

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

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Authorizing Resolution
- Exhibit F – Local Project Sponsors
- Exhibit G – Report Formats and Requirements
- Exhibit H – Requirements for Statewide Monitoring and Data Submittal
- Exhibit I – State Audit Document Requirements and Funding Match Guidelines for Grantees
- Exhibit J – Project Monitoring Plan Components

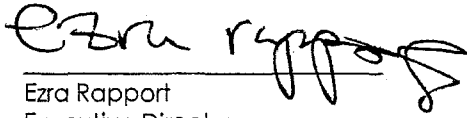
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

  
Paula J. Landis, P.E., Chief  
Division of Integrated Regional Water Management

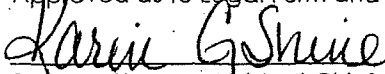
Date 7-6-14

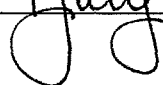
ASSOCIATION OF BAY AREA GOVERNMENTS

  
Ezra Rapport  
Executive Director

Date 7/1/14

Approved as to Legal Form and Sufficiency

*for*   
Spencer Kenner, Assistant Chief Counsel  
Office of Chief Counsel

Date 14 July 2014  


**EXHIBIT A  
WORK PLAN**

The Proposition 84 Round 2 Implementation agreement awards funding for 20 projects located within the San Francisco Bay Area IRWM region.

**Project 1: Bay Area Regional Water Conservation and Education Program**

The Regional Water Conservation and Education Program is a program that is implemented by 12 Bay Area agencies. The IRWM Round 2 Implementation funding will expand the implementation of existing water conservation practices in the Bay Area, resulting in reduced potable water use and improve the existing Bay Area regional water conservation initiative. A suite of program elements will promote high-efficiency technologies and best water conservation practices that improve indoor and outdoor water use efficiency throughout the San Francisco Bay Area. The specific program elements that will result in quantifiable and sustainable water savings include:

*Element 1-1: High-Efficiency Toilet Rebates*

This project element includes the installation of approximately 2,300 high efficiency toilets (HETs) and a total potable water savings of approximately 834 acre-feet (AF) over the lifespan of the fixtures.

*Element 1-2: High-Efficiency Washer Rebates*

This project element provides a dual benefit by approximately reducing energy costs by more than a third and water costs by more than half. This project element installs approximately 5,750 high-efficiency clothes washers (HEW), resulting in an estimated water savings of over 769 AF over approximately a 10-year lifespan of the appliance.

*Element 1-3: Water-Efficient Sustainable Landscape Education Program*

This project element provides practical training and education programs to landscape professionals and home gardeners throughout the Bay Area. This project element may include topics such as the importance of soil health, mulch and compost to improve water retention and the use of sheet mulching to replace water-thirsty turf with climate appropriate plants. The goal of this program is to conduct approximately 20 home gardener events and approximately 10 professional training courses, and leverage electronic media, to reach approximately 20,000 consumers with messages about how to reduce water use in their yards and gardens.

*Element 1-4: Water-Efficient Landscape and Weather-Based Irrigation Controller Rebate*

This project element promotes environmental sustainability and improve environmental stewardship by reducing potable water use, reducing carbon emissions from mechanized gardening, and reducing the amount of fertilizer, herbicide and pesticide laden water runoff into local streams. The first component of this project element is the Water-Efficient Landscape Rebate Program. This project element component replaces approximately 1.3 million square feet of lawn with water-efficient landscaping by providing rebates based for each square foot of lawn converted. This project element component results in an estimated 1,060 AF of potable water savings over an approximate 10-year period. The second component of this project element is the Weather-Based Irrigation Controllers Rebate Program. This component provides incentives to replace existing irrigation controllers with new efficient equipment. The new controllers automatically adjust watering times based on local weather conditions and plant types. This component results in the installation of approximately 3,145 single-family residence weather-based irrigation controllers and approximately 4,200 commercial, industrial, and/or institutional weather-based irrigation controllers to achieve a water savings of an estimated 550 AF over the approximate 10-year lifespan of the equipment.

*Element 1-5: Large Landscape Irrigation System Retrofit Program*

This project element improves irrigation efficiency, installs appropriate plantings, and improves landscape uses at large landscape sites. It retrofits at least one large landscape site with new irrigation, controllers, plantings, and educational signage. This project element results in a water savings of approximately 12 AF per year, and approximately 240 AF over the approximate 20-year lifespan of the project.



*Element 1-6: Home Water Reports*

This project element encourages water savings by providing customers with individualized water use reports and water scores with a comparison to other homes or businesses with similar characteristics and demographics. Customers will register on-line to receive water use reports, which will include customized water saving recommendations. This project's goals are to send an estimated 230,000 single-family home reports with approximately 101,500 completed within the first year. These reports are anticipated to result in potable water savings of approximately 768 AF each year with savings of approximately 4,610 AF over the approximate 6-year implementation of the program.

*Element 1-7: Water Conservation and Mobile Water Lab Project*

This project element conducts approximately 48 agricultural irrigation efficiency evaluations to provide recommendations on irrigation system and scheduling improvements to conserve water. These evaluations will be conducted for agricultural producers in the Sonoma Creek, Petaluma River, and Napa River watersheds. Up to two workshops will be held to encourage the sharing of valuable technology and information and to assist growers in obtaining funds to implement irrigation improvement recommendations. This project element estimates approximately 44 AF of water savings per year, with approximately 442 AF of savings over the approximate 20-year lifespan of implemented irrigation improvements.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating with up to 12 participating agencies, developing interagency agreements, coordinating agency responsibilities, and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

- Draft and Final Project Completion Report

**Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. This project does not require land purchases or easements.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Not applicable. This project does not require preparation of assessment and evaluation studies.

**Task 4: Construction/Implementation – Budget Category (d)***Element 1-1: High-Efficiency Toilet Rebates*

## Task 4.1 a) Project Implementation

This project provides rebates for replacement older, high-volume flush toilets with high-efficiency toilets. This task consists of providing and evaluating rebate applications, processing rebates, providing public outreach and customer service, and providing education surveys and analysis. Additionally, this project element may include the development and coordination of marketing materials.

## Deliverables:

- Eligible customer list
- Example of rebate application
- Database of participants in rebate program
- List of completed HETs
- Copies of the public outreach materials

*Element 1-2: High-Efficiency Washer Rebates*

## Task 4.2 a) Project Implementation

This task consists of providing and evaluating rebate applications, processing rebates, providing public outreach and customer service, and providing education surveys and analysis. Additionally, this project element may include the development and coordination of marketing materials.

## Deliverables:

- Eligible customer list
- Example of rebate application
- Database of participants in rebate program
- List of completed HEWs
- Copies of the public outreach materials

*Element 1-3: Water-Efficient Sustainable Landscape Education Program*

## Task 4.3 a) Project Implementation

This task consists of organizing water-efficient sustainable gardening events and product expositions, holding trainings and qualification courses, and conducting outreach to promote the events/expositions and water-conservation and rebate marketing messages. This project element includes providing onsite training for staff at participating nurseries to promote successful communication with customers about the benefits of water conservation and the availability of local rebates and resources on sheet mulching lawns in place, and proper irrigation and techniques to reduce toxic runoff. Additionally, it includes the production and distribution of a pocket guide to water-conserving plants that thrive in the Bay Area, the development of an online clearinghouse of regional information about outdoor water conservation and local rebate programs, and the identification and promotion of landscape professionals that offer lawn conversion services. This project element includes the development and coordination of marketing materials.

## Deliverables:

- A list of completed water-efficient sustainable gardening events and expos and number of participants

- A list of completed professional training programs and number of participants
- A report on results/metrics achieved through public outreach campaign
- A list of the number of staff training sessions held at nurseries
- Online posting and monitoring of website activity
- A copy of the pocket guide

*Element 1-4: Water-Efficient Landscape and Weather-Based Irrigation Controller Rebate*

Task 4.4 a) Project Implementation

The Water Efficient Landscape Program component of this project element includes outreach to property owners and managers, both residential and commercial, to minimize and remove turf, and replace it with a more sustainable water efficient landscape. This task consists of providing and evaluating rebate applications, processing rebates, and providing public outreach and customer service. The Weather-based Irrigation Controller Program component of this project element includes the replacement of standard irrigation "clock-type" controllers with self-adjusting automatic irrigation controllers that schedule irrigation events using evapotranspiration (ET) controllers. Participating agencies shall review and evaluate customer rebate applications. Additionally, agencies may conduct customer and retailer marketing and public outreach activities to implement the incentive program, including outreach to retailers, production of rebate materials, and post-cards associated with the distribution of the incentives.

Deliverables:

- An example of a Water Efficient Landscape rebate application
- Database of participants in Water Efficient Landscape Rebate Program
- A copy of public outreach materials for Water Efficient Landscape Program
- An example of a Weather-based Irrigation Controller customer application
- Database of participants in Weather-based Irrigation Controller Program
- A copy of public outreach materials for Weather-based Irrigation Controller Program

*Element 1-5: Large Landscape Irrigation System Retrofit Program*

Task 4.5 a) Project Implementation

This task consists of selecting qualifying large landscape sites in San Francisco and completing irrigation and landscape design plans that meet the requirements of San Francisco's Water Efficient Irrigation Ordinance. This task also includes developing a construction contract to implement the project's design and complete the site retrofit with new irrigation system, weather-based irrigation controller(s), and low water-use plantings. This task also includes the installation of educational public signage about water-efficient landscaping practices, and public outreach materials. Additionally, this project element may include the development and coordination of marketing materials.

Deliverables:

- A copy of the water-efficient irrigation and landscape design plans
- Copies of public outreach materials
- A copy of the bid documents and construction award
- Photos of the educational signage at the site

*Element 1-6: Home Water Reports*

Task 4.6 a) Project Implementation

This task consists of creating the home water report interface, including procuring software product and professional services, developing project specifications and a monitoring plan, implementing the backend database, establishing the system for consumption data feeds, and deploying user interface and backend database. This task also consists of issuing home water reports, monitoring participation, and conducting water savings evaluations.

Deliverables:

- A copy of the professional services contract

- A list of participants in the Home Water Report Program
- A copy of the final water savings report

*Element 1-7: Water Conservation and Mobile Water Lab Project*

Task 4.7 a) Project Implementation

This task consists of providing outreach and up to 2 educational workshops to agricultural landowners/managers, conducting approximately 48 agricultural irrigation system evaluations, providing recommendations on irrigation system and scheduling improvements to conserve water, sharing valuable technology and information with growers, and assisting growers in obtaining necessary funds to implement recommendations.

Deliverables:

- A copy of materials used at workshops
- A list of on-site irrigation system evaluations completed
- A copy of outreach materials distributed
- An example of recommendations provided based on evaluation

**Project 2: East Bayshore Recycled Water Project Phase 1A (Emeryville)**

The East Bayshore Recycled Water Project (EBRWP) provides approximately 2.5 million gallons/day (mgd) or approximately 2,800 acre-feet/year (AFY) of recycled water to customers within the Cities of Alameda, Albany, Berkeley, Emeryville, and Oakland. The project will extend the recycled water transmission pipeline constructed in 2012 by approximately 5,200 feet to the north in Emeryville. The extended recycled water pipeline will provide new customers in Emeryville with recycled water deliveries of approximately 40,000 gpd or approximately 50 AFY.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

## Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. The pipeline will be located in city streets within public right-of-way. This project does not require land purchases or easements.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

## Task 3 a) Planning/Design/Engineering

This task consists of evaluating the proposed alignment constructability and identifying alternatives if planning alignment is not applicable. This task also includes completing the 30%, 60%, 90% and 100% design phases, including conducting surveys, performing calculations, preparing cross section drawings, preparing construction specifications, and completing construction drawings and specifications for final approval.

## Deliverables:

- Copies of 30%, 60% and 90% design drawings and specifications
- A copy of the final drawings and specifications

## Task 3 b) Environmental Documentation

This task consists of completing the required environmental compliance and environmental documentation as necessary.

## Deliverables:

- Copy of environmental documents as required by CEQA

## Task 3 c) Permitting

This task consists of acquisition of all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

## Deliverables:

- Copy of all required permits

## Task 3 d) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

## Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

## Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

## Deliverables:

- Copy of bid package

## Task 4 b) Mobilization and Site Preparation

This task consists of site staging, site security, temporary sanitary facilities, site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

## Deliverables:

- Pre-construction photographs

## Task 4 c) Project Construction

This task consists of including installation of approximately 5,200 feet of pipeline, construction of the collection system, and connections to properties, treatment system, and disposal system that will deliver an additional estimated 50 acre-feet per year (AFY). This task also includes all construction equipment and supplies.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consists of performance testing and demobilization including stormwater testing for contaminant and turbidity levels, and demobilization and removal of debris and construction spoils from the site, excess materials, temporary sanitary facilities, and equipment.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, traffic control plan, and a hazardous materials management plan.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the traffic control plan
- A copy of the hazardous materials management plan

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 3: Lagunitas Creek Watershed Sediment Reduction and Management Project**

This project improves three stream crossings of the Cross Marin Trail, which runs parallel to Lagunitas Creek. The three sites are identified as, Big Bend, Jewell Creek, and Eucalyptus. The stream crossing improvements involve replacing old, failing, and undersized culverts with larger culverts or arch culverts. The Nicasio Transmission Line (NTL), a major water supply transmission pipeline, runs under the Cross Marin Trail, along its entire length, crossed by culverts at stream crossings, including the culverts to be replaced under this project. Construction includes excavating the fill at each crossing, removing the old culverts, draining a section of the water supply transmission pipeline, extracting the section of pipeline at the crossing section, installing the new culverts, and then replacing the removed Nicasio Transmission Pipeline section with a new piece of pipeline. This project also includes testing the pipeline, repaving the trail, and revegetating the face slopes of the crossings.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component



**Task 2: Land Purchase/Easement – Budget Category (b)**

Task 2 a) Land Acquisition

This task consists of working with California State Parks and the National Park Service to ensure that appropriate permissions and authorizations to conduct work on these parklands are in place prior to construction.

Deliverables:

- A Right-of-Entry Agreement from California State Parks and project authorization from the National Park Service.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of performing assessments and documenting the site problems and determining the conceptual repair/improvement approaches, as the 10% design level.

Deliverables:

- A copy of the Lagunitas Creek Unpaved Roads Sediment Source Site Assessment

Task 3 b) Planning/Design/Engineering

This task consists of completing the design phases, including habitat assessments of tributary streams, topographic surveys of Big Bend and Eucalyptus stream crossings, geotechnical investigations of Big Bend and Eucalyptus stream crossings, 50% engineering designs and specs for Big Bend and Eucalyptus stream crossings and 100% engineering designs and specifications for three stream crossings.

Deliverables:

- Copies of 50% and 100% design drawings and specifications
- A copy of the final drawings and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquisition of all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

## Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

## Task 4 b) Mobilization and Site Preparation

This task includes purchasing project equipment and supplies, and mobilizing equipment to the site, staging the site, implementing site security measures, installing temporary sanitary facilities, implementing site BMPs, clearing and grubbing, stockpiling and storing materials, and conducting traffic control.

Deliverables:

- Pre-construction photographs

## Task 4 c) Project Construction

This task includes improvements to three stream crossings on the Cross Marin Trail running parallel to Lagunitas Creek. This task consists of excavating the fill at each crossing, removing the old culverts, draining a section of the pipeline, extracting the crossing, installing the new culverts, and replacing the removed section of the water transmission pipeline with a new section of pipeline, and restoring and revegetating the trail and slope area. This task also includes all construction equipment and supplies.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

## Task 4 d) Performance Testing and Demobilization

This task consists of performance testing and demobilization including testing the Nicasio Transmission Line, and demobilizing and removing all debris and construction spoils from the site, excess materials, temporary sanitary facilities and equipment.

Deliverables:

- Post-construction photographs

## Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and preparing a plan that strictly minimizes storm water pollutants, recreational traffic during construction, and sediment and any environmental protection specifications.

Deliverables:

- A copy of the plan that strictly minimizes construction related erosion and sediment
- A copy of the plan that strictly minimizes storm water pollutants
- A copy of the plan that addresses recreational traffic during construction
- A copy of the plan that prevents and responds to hazardous material spills
- A copy of the environmental protection specifications

## Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 4: Marin/Somona Conserving our Watersheds: Agricultural BMP Projects**

This project encourages collaboration with local ranchers and other natural resource management agencies to implement local and regional watershed projects within three-year program to improve water quality within the Tomales Bay, San Antonio, and Novato Creek watersheds. Approximately fifteen treatment sites will be evaluated by a technical advisory committee and implemented, representing approximately 20 environmental Best Management Practices (BMPs), on agricultural lands in Marin and Sonoma counties through the Conserving Our Watersheds (COW) Program.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

## Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. This project does not require land purchases or easements.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

## Task 3 a) Assessment and Evaluation

This task consists of selecting the Technical Advisory Committee (TAC) members, finalizing selection criteria for project sites, finalizing BMPS standards and specifications, and selecting treatment project sites, contacting landowners, and identifying BMPs. This task consists of meeting with landowners to finalize Landowner Authorization (LOA) Agreements. The LOA includes a description of the conservation goals and objectives, funding agencies, budgets, permitting authorities, schedule of activities and monitoring responsibilities.

## Deliverables:

- A copy of the final list of project sites and identified BMPs
- An example copy of an LOA Agreement

## Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs for each of the selected projects. Finalized 100% design/ engineering plans and specifications will be submitted to DWR.

## Deliverables:

- Copies 100% design drawings and specifications for each selected project

## Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

## Deliverables:

- Copy of environmental documents as required by CEQA

## Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

## Deliverables:

- Copy of all required permits

## Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

## Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

## Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

## Deliverables:

- Copy of bid package

## Task 4 b) Mobilization and Site Preparation

This task includes purchasing project equipment and supplies, and mobilizing equipment to the site, staging the site, implementing site security measures, installing temporary sanitary facilities, implementing site BMPs, clearing and grubbing, stockpiling and storing materials, and conducting animal traffic control.

Deliverables:

- Pre-construction photographs

#### Task 4 c) Project Construction

This task includes the collaboration with local ranchers and other natural resource management agencies to implement local and regional watershed projects. This task consists of selected project activities, including but not limited to access road improvements, animal trails and walkways, restoration plantings, fish stream improvements, grade stabilization structures, pipelines, sediment basins, stream channel stabilization, riparian fencing, and constructed water sources for grazing cattle. This task also includes all construction equipment and supplies.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

#### Task 4 d) Performance Testing and Demobilization

This task consists of performance monitoring including sediment load estimates, streambank and riparian line transects, and project assessment checklists.

Deliverables:

- Post-construction photographs

#### Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, performing biological resources protection surveys during construction of BMPs where necessary, and post construction monitoring reports to permitting agencies where required. This task also includes contracting with restoration organizations to ensure successful implementation of restoration projects.

Deliverables:

- A copy of biological resource surveys, as required
- A copy of post construction monitoring reports, as necessary

#### Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 5: Napa Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal**

This project involves up to three integrated elements to reduce flooding in neighborhoods adjacent to Milliken Creek: 1) approximately 300 cubic yards of dam/fill materials removed and approximately 0.52 acres of stream restoration, 2) construction of a flood bypass/weir to ensure a flood detention area does not overflow into neighboring homes, and 3) minor grading and drainage improvements to further protect adjacent, low-lying properties. The additional post-project length of stream channel/spawning/rear grounds that will be made available year round to anadromus fish above the dam is approximately 2.56 stream miles, or approximately 13,541 linear feet. The bypass/weir, element 2, is designed to reduce floodwater elevations and reduce the occurrence of floodwater entering neighboring residential properties.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Task 2 a) Land Purchase/Easement Acquisition

This task consists of finalizing the negotiations for obtaining an easement for the work to be completed at the location of the bypass weir.

Deliverables:

- A copy of the recorded easement document

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Project Construction

This task includes up to three integrated elements to reduce flooding in neighborhoods adjacent to Milliken Creek, through approximately 300 cubic yards of dam/fill materials removed, approximately 0.52 acres of stream restoration, construction of a flood bypass/weir, and minor grading and drainage improvements. This task consists of project construction activities, including but not limited to removal of in-stream dam, replacement of the bridge, installation of the bypass weir, and installation of property specific flood proofing. This task also includes all construction equipment and supplies.

Deliverables:

- Construction and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 c) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, pre-construction environmental assessments, development of Stormwater Pollution Prevention Plans compliance, and BMP inspections.

Deliverables:

- Example copies of the pre-construction environmental assessments and BMP inspection reports
- A copy of the NPDES compliance

Task 4 d) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports



**Project 6: Sonoma Valley CSD 5<sup>th</sup> Street East/McGill Road Recycled Water Project**

This project is the second phase of the Sonoma Valley Recycled Water Project, extending existing recycled water pipelines from the Watmaugh Recycled Water pipeline to serve additional properties. Phase 2 will be implemented in two sub-projects, the 5<sup>th</sup> Street East Recycled Water Project and the McGill Recycled Water Project. The first sub-project constructs approximately 8,720 linear feet of new pipeline to connect to the exiting recycled water pipeline on Watmaugh Road. This pipeline provides recycled water to replace the current potable water used for landscape irrigation and irrigation of athletic fields and agricultural properties adjacent to the new pipeline at a later date. The 5<sup>th</sup> Street East Recycled Water Project will offset approximately 50 to 60 acre-feet of potable water annually. The second sub-project constructs approximately 700 linear feet of new pipeline to connect to an existing recycled water pipeline along McGill Road. This pipeline serves recycled water to agricultural properties on the east side of Highway 12 and will supply approximately 150 AFY of recycled water.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Task 2 a) Land Purchase/Easement Acquisition

This task consists of finalizing the negotiations for obtaining an easement for the work to be completed at the location of the recycled water sub-projects.

Deliverables:

- Copies of the recorded easement agreements

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

#### Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

#### Task 4 c) Project Construction

This task includes constructing approximately 9,420 feet of new pipeline as an extension to two existing recycled water projects. This task consists of project construction activities, including the purchase and installation of pipeline, connection to existing pipelines and treatment facilities, and set up for future lateral connections. This task also includes all construction equipment and supplies.

Deliverables:

- Construction and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings

#### Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and pipeline pressure testing, disinfection, pump tests, treatment performance testing, flow rate, and wastewater lab testing in compliance with National Pollutant Discharge Elimination System (NPDES) requirements.

Deliverables:

- Post-construction photographs

#### Task 4 e) Environmental Compliance/Mitigation/ Enhancement

This task consists of monitoring contractor compliance with general construction measures, environmental mitigation measures, and requirements of the biological opinion, as well as, contractor creation of a stormwater pollution prevention plan, traffic control plan, and hazardous materials management plan.

Deliverables:

- List of construction compliance measures, environmental mitigation measures, and requirements of the biological opinion
- Copies or links to the stormwater pollution prevention plan
- Copies or links to the traffic control plan
- Copies or links to the hazardous materials management plan

#### Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 7: Oakland Sausal Creek Restoration Project**

The Oakland Sausal Creek Restoration Project near Dimond Park in Oakland, California includes the removal of approximately 180 linear-feet of buried creek culvert and approximately 75 linear-feet of concrete spillway. The current culvert and concrete spillway create a barrier for fish passage as well as erosion problems. The project recreates a natural creek meander with pools and riffles, restores native vegetation and create approximately 47,000 square feet of new habitat, stabilizes creek banks, creates an ADA-accessible walking path adjacent to the creek with interpretive features to raise awareness of the creek, reduces erosion and downstream sedimentation, creates educational and recreational opportunities, and improves flood capacity, water quality, and fish habitat. The site will be revegetated with a diverse native plant palette that including approximately 79 trees, approximately 795 shrubs, and approximately 2,000 herbaceous perennials.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

## Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Task 2 a) Land Purchase/Easement Acquisition

This task consists of finalizing the negotiations for obtaining the final easement with the private property owner (12 out of 13 easements have been obtained) and with East Bay Municipal Utility district (EBMUD) for the work to be completed at the location of the recycled water sub-projects.

Deliverables:

- Copies of the recorded easement agreements
- Copy of EBMUD easement agreement

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Not applicable. Planning documents have been previously prepared to demonstrate the viability of the project. No further project planning studies are necessary.

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes the physical restoration of Oakland Sausal Creek through removing approximately 180 linear-feet of buried creek culvert, removing approximately 75 linear-feet of concrete spillway, and revegetating approximately 47,000 square feet of new habitat. This task consists of project construction activities, including removal of the buried culvert and concrete spillway, creation of in-stream structures, restoration of native vegetation, stabilization of the creek banks, and creation of the education, ADA- certified walking path.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, traffic control plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the traffic control plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 8: Pescadero Water Supply and Sustainability Project**

This project constructs a new municipal groundwater well and approximately 140,000 gallon storage tank to provide adequate water supply, emergency response, water reliability, and groundwater improvement for the County Service Area 11 (CSA 11) Water System, which serves approximately 100 households within the Community of Pescadero. The new well and tank would be installed in close proximity to an existing water storage tank on a parcel currently owned by the County. The project provides a reliable water supply to the community without increasing the amount of extracted groundwater. The project also includes installation of a new alarm system, which will ensure that the operators are notified in the event of an emergency, pump shutdown, or low tank level. The project also includes implementing a water conservation program for the CSA 11 community by providing residents with low- or no-cost water-saving devices, such as high efficiency toilets/urinals and washers.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

## Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. Land purchases and easements have already been completed.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of completing a groundwater study for the project site, completing a disadvantaged community study, and completing 75% design plans and specifications.

Deliverables:

- A copy of the groundwater study
- A copy of the disadvantaged community study
- A copy of the 75% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project designs (100%) with complete plans and specification for the well drilling, wells, and tanks designs. Finalized 100% design/ engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization, Site Preparation, and Demobilization

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control. This task also includes the removal of all mobilization efforts.

Deliverables:

- Pre-construction photographs and post-construction photographs



#### Task 4 c) Project Construction

This task includes the construction of a new municipal groundwater well and approximately 140,000 gallon storage tank. This task consists of project construction activities, including construction of a new groundwater well, construction of a storage tank, installation of a new alarm system and implementation of a water conservation program for the Pescadero community, which will consist of the distribution of water conservation educational materials and installation of water-saving devices, including high-efficiency toilets, urinals, and washers. This task also includes performance testing of the pump equipment, tank, alarm system and automatic shutoff.

##### Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings
- List of completed device (toilet, urinal, and washer) installations

#### Task 4 d) Environmental Compliance/Mitigation/Enhancement

This task consists of complying with general construction standards, performing biological resources protection surveys and monitoring during construction, BMP implementation and monitoring, and post construction monitoring reports to permitting agencies where required.

##### Deliverables:

- A copy of biological resource surveys, as required
- A copy of the stormwater pollution prevention plan, as required
- A copy of post construction monitoring reports, as necessary

#### Task 4 e) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

##### Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 9: Petaluma Flood Impact Reduction, Water & Habitat Quality, Recreation for Capri Creek**

This project consists of defined site treatments for approximately 1,400 linear feet of creek and approximately 3,200 linear feet of creek frontage along upland areas. This project consists of construction of flood terraces and channel reconfiguration to address flooding and water quality issues, increase groundwater recharge; improve upland and riparian habitat; increase recreational and public education opportunities; and sequester carbon in improved riparian and upland habitats. Approximately 11,000 cubic yards of excess cut will be removed from the site, the remodeled flood terrace, and the upper banks of the existing low flow channel; and new banks of the wider flood terrace, containing approximately five acres, will be planted with a combination of native grasses and mid- and tall-canopy trees. Clusters of native shrubs will be planted in relationship to the trail, benches, and educational kiosks.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

## Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. The City currently owns the project sites.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of completing the planning, environmental, and engineering assessments and feasibility studies prior to project development. This task also includes developing the 30% and 60% design plans and specifications.

Deliverables:

- A copy of the assessments and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes site treatment and stream restoration along approximately 1,400 linear feet of creek and approximately 3,200 linear feet of creek frontage along upland areas will be cut to remodel the flood terrace and upper banks of the existing channel along Capri Creek. This task consists of project construction activities, including construction of the flood terrace, upland habitat, trail, educational kiosks, and benches. This task includes the equipment and supplies costs for construction.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, traffic control plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the traffic control plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 10: Redwood City Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project**

The Bayfront Canal/Atherton Channel Flood Improvement Project alleviates local flooding by routing flood flows from the Bayfront Canal and Atherton Channel into managed ponds that are part of the Ravenswood Pond Complex portion of the South Bay Salt Ponds Restoration Project. This project includes modification of the existing Cargill ditch for improved flow conveyance, and modifications to the Pond S5 forebay including excavation/deepening of this smaller portion of Pond S5 immediately adjacent to Flood Slough. Flood flows from the Bayfront Canal will bypass the Flood Slough tide gate and will be routed into Ponds R5 and S5 of the Ravenswood Pond Complex. The Bayfront Canal/Atherton Channel Flood Improvement Project supports habitat improvements of the seasonal freshwater wetlands locally within Ponds R5 and S5, and the larger South Bay Salt Ponds Restoration Project, while providing waterfowl habitat for special-status species such as the western snowy plover.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

- Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Task 2 a) Land Purchase/Easement Acquisition

Not applicable. Land purchases and easements have already been completed.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performance measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

#### Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

#### Task 4 c) Project Construction

This task includes local flooding alleviation by routing flood flows from the Bayfront Canal and Atherton Channel into managed ponds that are part of the Ravenswood Pond Complex portion of the South Bay Salt Ponds Restoration Project. This task consists of modification of the existing Cargill ditch for improved flow conveyance, modifications to the Pond S5 forebay including excavation/deepening of this smaller portion of Pond S5 immediately adjacent to Flood Slough, and routing of flood flows from the Bayfront Canal into Ponds R5 and S5 of the Ravenswood Pond Complex, thereby bypassing the Flood Slough tide gate.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

#### Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

#### Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, traffic control plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the traffic control plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

#### Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 11: Regional Groundwater Storage and Recovery Project Phase 1A: South Westside Basin, Northern San Mateo County**

This project constructs approximately five (5) groundwater wells located in Daly City, Colma, and South San Francisco. The wells will be drilled to approximately 550 and 750 feet deep. Phase 1A consists of well drilling, well construction, well development and pump testing. The Regional Groundwater Storage and Recovery (GSR) Project is part of San Francisco Public Utilities Commission's Water System Improvement Program (WSIP), with the goal of developing a local groundwater supply for use during drought conditions. When complete and operational, the project will store up to 60,500 acre-feet in the South Westside Groundwater Basin, a capacity that would provide approximately 7.5 years of dry year supply.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

- Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component



**Task 2: Land Purchase/Easement – Budget Category (b)**

Task 2 a) Land Purchase/Easement Acquisition

Not applicable. Land purchases and easements have already been completed.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Not applicable. Planning/Design/Engineering/Environmental Documentation have already been completed.

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This project constructs approximately five (5) groundwater wells located in Daly City, Colma, and South San Francisco, each between approximately 550 and 750 feet deep. This task consists of project construction activities, including well drilling, well construction, well development and pump testing.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

**Project 12: Richmond Breuner Marsh Restoration Project**

This project includes the restoration of approximately 164 acres of crucial habitat in Breuner Marsh at Point Pinole Regional Shoreline Park in the northwest part of the city of Richmond on the San Francisco Bay shoreline, Contra Costa County, California. The goal of this wetland restoration project is to provide long-term, self-sustaining tidal wetlands, seasonal wetlands, and coastal prairie to create valuable habitat for special-status species and for public access for compatible passive recreation and public education. Public access improvements will include interpretive exhibits and provide for new naturalist-lead tours of the restored marsh, as well as promote public health by increasing outdoor recreational opportunities for the adjacent under-served community of primarily low-income and minority residents.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. Land purchases and easements have already been completed.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/ engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performance measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, stockpile and material storage designation, and traffic control.

Deliverables:

- Pre-construction photographs

#### Task 4 c) Project Construction

This task includes the restoration of approximately 164 acres of crucial habitat in Breuner Marsh at Point Pinole Regional Shoreline Park. This task consists of project construction activities, including restoration of a approximately 61 acres of tidal wetland areas, 7 acres of seasonal wetland areas, and 96 coastal prairie/transitional/upland areas, and installation of interpretive exhibits along the shoreline.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

#### Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

#### Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

#### Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 13: Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement****Project**

The Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement Project involves replacing two aging redwood water tanks (a 70,000 gallon tank and a 10,000 gallon tank) with two bolted steel tanks (165,000 gallons and 50,000 gallons, respectively). The project also includes replacement of a galvanized water line with a high-density polyethylene (HDPE) water main and installation of an additional fire hydrant. The project will allow either tank to be taken offline for maintenance, while allowing for uninterrupted water supply delivery. The project includes multiple construction phases in order to maintain water supply and fire suppression capability during construction.

By eliminating the leaks associated with the old redwood tanks, the project will result in approximately 25% water savings throughout the entire system, an annual savings of approximately 3 million gallons/year. Energy savings will also be realized, as 25% less water will have to be pumped. Fire suppression capability will be enhanced with the increase in available stored water, increase in the water main size for fire flow, and the added fire hydrant. Additionally, smaller quantities of treatment chemicals will be required to store and distribute water supplies compared to existing conditions. Water quality will improve due to less debris in the water, and chlorine residuals will be easier to maintain at the furthest ends of the water system with the replacement of the redwood water tanks.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

Draft and Final Project Completion Report

**Task 1 e) Labor Compliance Program**

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

**Deliverables:**

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)****Task 2 a) Land Purchase/Easement Acquisition**

This task consists of finalizing the negotiations for obtaining an easement for the work to be completed at the location of the recycled water sub-projects.

**Deliverables:**

- Copies of the recorded easement agreements

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)****Task 3 a) Assessment and Evaluation**

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

**Deliverables:**

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

**Task 3 b) Planning/Design/Engineering**

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

**Deliverables:**

- A copy of the 100% complete design plans and specifications

**Task 3 c) Environmental Documentation**

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

**Deliverables:**

- Copy of environmental documents as required by CEQA

**Task 3 d) Permitting**

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

**Deliverables:**

- Copy of all required permits

**Task 3 e) Project Monitoring Plan**

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task includes upgrading and increasing the capacity of two aging redwood water tanks with two bolted steel tanks, approximately (165,000 gallons and 50,000 gallons, respectively). This task consists of project construction activities, including installation of the temporary water storage tanks, adding the new water main, replacing the Crothers Road tank, and replacing the Bon Vista Court tank.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and testing and approval of pressure, leakage, and disinfection.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan and a hazardous materials management plan.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the hazardous materials management plan

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports



**Project 14: San Francisco Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk Management and Wastewater Effluent Polishing**

The ecotone slope at the Oro Loma Sanitation District (OLSD)'s Water Pollution Control Facility in San Lorenzo, CA will be the first Bay Area project to replicate an engineered equivalent of moist grassland/bayland ecotone of broad, flat alluvial fans that were historically graded into the tidal marshes of most of South San Francisco Bay. This demonstration project creates a regional strategy to assist publically owned treatment works (POTWs) and populations around the Bay to recognize benefits of climate change adaptation strategies and implement large-scale ecotone slope projects around San Francisco Bay.

This project includes construction of an approximately 8 million gallon wet weather equalization facility, construction of approximately 700 feet of seepage ecotone slope, creation of approximately 2.4 acres of rare native moist grassland/baylands ecotone, establishment of a diverse palette of native plants, and mixing with more salt tolerant species near the upper tidal edges. The project will also incorporate a dual use - average flow wetland and a peak flow storage pond. These features will restore a historical moist grassland/baylands ecotone, while treating reclaimed wastewater from equalization facilities and increasing resilience to sea level rise. Lastly, this project includes the development, implementation and analysis of a robust monitoring program, development of design guidelines and implementation recommendations, publication and dissemination of a Final Report on the demonstration project, and publication of the results of outreach to POTWs and interested parties.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. The project will be implemented on land currently under control of the Project Proponent.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 30% and 60% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. The PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performance measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

Deliverables:

- Pre-construction photographs

Task 4 c) Project Construction

This task consists of project construction activities, including construction of an approximately 8 million gallon wet weather equalization facility, construction of approximately 700 feet of seepage ecotone slope, creation of approximately 2.4 acres of grassland/baylands ecotone, development, implementation and analysis of a robust monitoring program, development of design guidelines and implementation recommendations, publication and dissemination of a Final Report on the demonstration project, and publication of the results of outreach to POTWs and interested parties.

Deliverables:

- Construction photographs
- A copy of the final demonstration report
- Copies of publication materials
- Certified engineer inspection completion report with final as-built drawings

Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan and a stormwater pollution prevention plan (NPDES compliance).

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan

Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 15: San Francisco International Airport Reclaimed Water Facility**

This project includes upgrading the existing Mel Leong Tertiary Treatment Plant at the San Francisco International Airport (SFIA) to produce approximately 1.0 MGD of disinfected recycled water for unrestricted non-potable uses throughout the SFIA, including landscape irrigation and urban reuse. The treatment upgrade includes the combined use of membrane microfiltration and hypochlorite disinfection. The upgrade includes constructing new pipes, pumps, and water storage tanks in order to store the water onsite.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

## Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. The project will be constructed within existing Airport property.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 30% design plans and specifications.

Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 30% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

Task 3 e) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. The PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performances measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts.

Deliverables:

- Copy of bid package

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

Deliverables:

- Pre-construction photographs

#### Task 4 c) Project Construction

This task includes upgrading an existing tertiary treatment plant at the San Francisco International Airport (SFIA) to produce approximately 1.0 MGD of disinfected recycled water for unrestricted non-potable uses throughout the SFIA, including landscape irrigation and urban reuse. This task consists of project construction activities, including upgrades to the treatment facility, installation of membrane microfiltration and hypochlorite disinfection, and construction of one 325,000 gallon recycled water storage tank on the treatment plant site. Recycled water distribution around the airport will be provided in subsequent projects.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

#### Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

Deliverables:

- Post-construction photographs

#### Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan and a stormwater pollution prevention plan (NPDES compliance).

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan

#### Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 16: San Jose Green Street Demonstration Project**

The San José Green Street Demonstration Project will use Low Impact Development (LID) methods that have been proven to reduce the overall volume of runoff and to provide treatment to previously untreated flows. The Green Street Demonstration project area drains untreated runoff to storm drains that discharge to the Guadalupe River. This project includes improvements along a residential collector-type street to demonstrate a range of approaches for retrofitting existing urban streets with LID stormwater management features.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

- Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/ Easement – Budget Category (b)**

Not applicable. All impacted land is public right-of-way.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

## Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the 10%, 35% and 65% design plans and specifications.

## Deliverables:

- A copy of the site assessment and feasibility studies
- A copy of the 65% design plans and specifications

## Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (95% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

## Deliverables:

- A copy of the 100% complete design plans and specifications

## Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

## Deliverables:

- Copy of environmental documents as required by CEQA

## Task 3 d) Project Monitoring Plan

A Project Monitoring Plan (PMP) shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for this Project. Along with the Attachment 6 Project Performance Measures Tables requirements for the Project, the PMP will also include: a) Baseline conditions, b) Brief discussion of monitoring systems to be utilized, c) Methodology of monitoring, d) Frequency of monitoring, and e) Location of monitoring points.

The LPS will lead work for monitoring and performance measures verification after Project completion. Costs for monitoring and performance measures are not included in the budget (funding match or grant award).

## Deliverables:

- Project Monitoring Plan

**Task 4: Construction/Implementation – Budget Category (d)**

## Task 4 a) Construction Contracting

This task consists of construction contracting including solicitations for bids and awards of contracts, as well as construction contingency based on 10% of the lowest responsible bid amount.

## Deliverables:

- Copy of bid package

## Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

## Deliverables:

- Pre-construction photographs



#### Task 4 c) Project Construction

This task includes using Low Impact Development (LID) methods along a residential collector-type street to demonstrate a range of approaches for retrofitting existing urban streets. This task consists of project construction activities, associated with construction of LID street retrofit improvements. This task includes inspection activities, testing, surveying and all equipment, supplies, and construction costs.

##### Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

#### Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and demobilization, including removal of all debris and construction spoils from the site, removal of excess materials, removal of temporary sanitary facilities, removal of equipment, transfer of site responsibility back to owner, and stormwater testing for contaminants and turbidity levels.

##### Deliverables:

- Post-construction photographs

#### Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating a water quality monitoring plan, a pre-construction wet season monitoring plan, a post-construction wet season monitoring plan, and a water monitoring report.

##### Deliverables:

- A copy of the final water quality monitoring report

#### Task 4 f) Construction Administration

This task consists of reviewing the contractor's schedule and recommendations, managing and coordinating the agencies and contractors involved with the project, and providing construction inspection tests and management oversight.

##### Deliverables:

- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

**Project 17: San Pablo-Rheem Creek Wetland Restoration Project**

The San Pablo-Rheem Creek Wetlands Restoration Project (Project) will create seasonal wetlands in the Richmond and San Pablo area near San Pablo Bay. The project establishes approximately 3.2 acres of seasonal wetlands adjacent to Rheem Creek. The project provides indirect improvements to stormwater quality when Rheem Creek overtops its banks, and also provides indirect benefits by minimizing potential stormwater and flood impacts from Rheem Creek in upstream neighborhoods in San Pablo and Richmond. The project should improve upstream flood protection in San Pablo by increasing the available flood plain downstream at the Rheem Creek project site.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component

**Task 2: Land Purchase/Easement – Budget Category (b)**

Task 2 a) Land Purchase/Easement Acquisition

This task consists of providing compensation for finalizing the negotiations for obtaining an easement and to make various progress payments to the owner of the property where the wetland development will occur.

Deliverables:

- Copies of the recorded easement agreements

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Assessment and Evaluation

This task consists of completing the planning assessment and feasibility studies prior to project development. This task also includes developing the Mitigation Monitoring and Management Plan that is approved by the Corps of Engineers and the Bay Area Regional Water Quality Control Boards as well as preparation of design plans and specifications.

Deliverables:

- A copy of the approved Mitigation Monitoring and Management plan
- A copy of the 60% design plans and specifications

Task 3 b) Planning/Design/Engineering

This task consists of finalizing project engineering designs (90% and 100%) for the project. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 c) Environmental Documentation

This task consists of completing the required environmental compliance, completing any tribal notification, and environmental documentation as necessary.

Deliverables:

- Copy of environmental documents as required by CEQA

Task 3 d) Permitting

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Construction Contracting

This task consists of the developer's oversight on the implementation of the project and will consist of milestone payments before and after project construction.

Deliverables:

- Copy of the mitigation agreement
- Proof of milestone payments

Task 4 b) Mobilization and Site Preparation

This task consists of mobilization and site preparation including implementation of site security measures, installation of temporary sanitary facilities, implementation of site BMPs, clearing and grubbing, and stockpile and material storage designation.

Deliverables:

- Pre-construction photographs

#### Task 4 c) Project Construction

The task includes the establishment of approximately 3.2 acres of seasonal wetlands adjacent to Rheem Creek. This task consists of project construction activities, including the creation of seasonal wetlands that can sustain ponding through mass grading of the site. The wetlands will be at least one foot deep and will include wetland vegetation. At least three wetland ponds will be created and all of these ponds will be interconnected. One of the ponds will be interconnected to Rheem Creek. This task includes all restoration equipment and supplies costs.

Deliverables:

- Construction photographs
- Certified engineer inspection completion report with final as-built drawings

#### Task 4 d) Performance Testing and Demobilization

This task consist of project performance testing and reporting, including preparing interim annual reports indicating that the wetlands are holding sufficient water for an adequate duration during medium water years, preparing reports after completion of initial success criteria.

Deliverables:

- Post-construction photographs
- A copy of any performance reports created during the duration of the grant

#### Task 4 e) Environmental Compliance/ Mitigation/ Enhancement

This task consists of complying with general construction measures, and creating an erosion and sediment control plan, stormwater pollution prevention plan, a hazardous materials management plan, and any environmental restoration specifications.

Deliverables:

- A copy of the erosion and sediment control plan
- A copy of the stormwater pollution prevention plan
- A copy of the hazardous materials management plan
- A copy of the environmental restoration specifications

**Project 18: St. Helena Upper York Creek Dam Removal and Ecosystem Restoration Project**

This project includes removing a sufficient portion of the Upper St. Helena Dam and restoring the natural channel profile and bankfull width, to remove accumulated sediments within the reservoir, and to restore approximately 1,215 feet (0.23 miles) of natural channel through the embankment and reservoir footprint. The project restores steelhead passage to approximately 1.5 miles of high quality spawning and rearing habitat, restoring approximately 2 acres of riparian habitat; and restoring gravel yield from the watershed to the Napa River.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which include coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Reports

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWR's comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

- Draft and Final Project Completion Report

## Task 1 e) Labor Compliance Program

This task consists of completing the required implementation of a Labor Compliance Program (LCP), if applicable. The Labor Compliance Plan will be compliant with Department of Industrial Relations standards and needs to be in place prior to any construction activities covered under this grant agreement.

## Deliverables:

- Proof of Labor Compliance Plans for each project component.

**Task 2: Land Purchase/Easement – Budget Category (b)**

Not applicable. Land easements and acquisitions for the project have already been secured.

**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Plans, Specifications, Engineer's Cost Estimates

This task consists of finalizing engineering designs (90% and 100%) and specifications. Finalized 100% design/engineering plans and specifications will be submitted to DWR.

Deliverables:

- A copy of the 100% complete design plans and specifications

Task 3 b) Environmental Documentation

This task consists of completing the final Environmental Impact Report (EIR), Mitigation, Monitoring & Reporting (MMRP), and the Statement of Overriding Considerations (SOC), as well as submittal to the State Clearinghouse and the county clerk's office.

Deliverables:

- Copy of final EIR, MMRP, and SOC with receipt for payment of fees to CDFW and the County Clerk as required by CEQA

Task 3 c) Permit Acquisition

This task consists of acquiring all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of a permit.

Deliverables:

- Copy of all required permits

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Stormwater Pollution Prevention Plan (SWPPP)

This task consists of preparation of a Notice of Intent (NOI) and SWPPP documentation for project implementation, in accordance with NPDES requirements of the General Construction Permit and consistent with CalTrans' guidelines as appropriate. Stormwater management will occur in accordance with the requirements of the SWPPP.

Deliverables:

- NOI and SWPPP
- SWPPP monitoring reports

Task 4 b) Construction Phase Administration and Engineering

This task consists of construction contracting, including solicitations for bids and awards of contract, overseeing the contractor's schedule and recommendations, managing and coordinating regulatory agency requirements with contractors, and providing construction inspection and management oversight.

Deliverables:

- Construction bid package
- Construction contract with successful bidder
- Inspection reports

**Task 4 c) Project Construction**

This task consists of providing biological oversight during construction. Services include bird nesting surveys as required by the Migratory Bird Treaty Act (MBTA); oversight of vegetation clearing; on-site meeting with the contractor and project designer to demarcate the project limits and discuss biological resources protection measures; biological sweep of the work area; and construction crew training. The project biologist will also oversee dewatering and species relocation in accordance with Corps and ESA permits, construction monitoring as needed, and removal of the dewatering system and will provide post-construction reporting.

**Deliverables:**

- Attendance log from preconstruction crew training
- Post-construction biological resources report

**Task 4 d) Dam Removal and Channel Restoration**

This task includes removing a sufficient portion of the Upper St. Helena Dam and restoring the natural channel profile and bankfull width and restoring approximately 1,215 feet of natural channel and aquatic access to approximately 1.5 miles of steelhead spawning and rearing habitat and approximately 2 acres of riparian habitat. This task consists of project construction activities, including mobilization and site preparation, dewatering, dam and accumulated sediment removal, road and bank stabilization, channel reconstruction, permanent erosion control (PEC), and native species revegetation.

**Deliverables:**

- Construction photographs, before and during
- Certified engineer inspection completion report with final as-built drawings

**Task 4e) Post Construction Monitoring and Reporting**

This task consists of monitoring channel form and native species revegetation success and providing annual reports for 3 years after project completion. Channel form will be evaluated in the winter/spring, and vegetation success monitoring will occur in the fall. Reports of findings with photographs will be submitted annually.

**Deliverables:**

- Post-construction photographs
- Geomorphic and vegetation monitoring reports prepared during the term of this contract re monitoring for channel functioning for fish passage

**Project 19: Student and Teachers Restoring A Watershed (STRAW) Project – North and East Bay Watersheds**

STRAW implements professionally designed and installed habitat restoration projects, integrated with an innovative education program that provides water quality benefits, habitat improvement, and positive impacts on economic, social, and environmental sustainability. This project will provide teachers and students with the scientific, educational, and technical resources to create student-centered education and/or restoration projects to protect and restore the health of riparian and wetland ecosystems in Alameda, Contra Costa, Marin, Napa, San Francisco, Solano, and Sonoma counties. Restoration activities include invasive plant removal, native plant revegetation, stream bank stabilization, and erosion control projects. This project also includes intensive and sustained classroom support for teachers, with the goal of promoting environmental stewardship through hands-on restoration and field investigations of local watersheds, integration of environmental science programs to increase and improve the environmental knowledge, skills, attitudes, and behavior of students, and collaboration between agency, nonprofit partners, and STRAW students and teachers, working within riparian and wetland areas to study their ecological function, human impacts upon them, and the potential for restoration.

**Task 1: Direct Project Administration – Budget Category (a)**

## Task 1 a) Project Administration

This task consists of the project administration responsibilities, which includes coordinating agency responsibilities and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Quarterly Progress Reports

This task consists of preparing progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to the Grantee for its submittal to DWR review.

## Deliverables:

- Quarterly Project Progress Report

## Task 1 c) Invoices

This task consists of preparing quarterly invoices including relevant supporting documentation for submittal to DWR via Grantee.

## Deliverables:

- Quarterly Invoices and associated backup documentation

## Task 1 d) Draft and Final Project Completion Report

This task consists of preparing draft Final Project Completion Report and submitting to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. This task also consists of preparing the Final Report addressing Grantee/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit G.

## Deliverables:

Draft and Final Project Completion Report

**Task 2: Land Purchase/Easement – Budget Category (b)**

## Task 2 a) Land Purchase/Easement Acquisition

This task is not applicable. All land purchase and easement activities are already complete.



**Task 3: Planning/Design/Engineering/Environmental Documentation – Budget Category (c)**

Task 3 a) Planning and Design

This task consists of coordinating with the teachers at different schools to schedule professional development workshops, classroom education activities, and restoration workdays and coordinating with restoration design staff.

Deliverables:

- A copy of the schedule for workshops and classroom activities
- A copy of the work plan for restoration projects

**Task 4: Construction/Implementation – Budget Category (d)**

Task 4 a) Professional Development Workshops

This task consists of teachers participating in a three-day professional development workshop that focuses on the many aspects of watershed science, two network events throughout the school year.

Deliverables:

- A copy of the workshop materials
- A list of teachers attending the network events

Task 4 b) Classroom Activities

This task consists of students receiving a pre-planting presentation about restoration projects, receiving additional in-class and/or field activities as requested by their teacher.

Deliverables:

- Annual summary of activities by school year
- A copy of materials used for in-classroom lessons

Task 4 c) Restoration Project Construction

This task consists of preparing the site for student planting day, procuring all materials for the project, accompanying designer at site for layout, pin-flagging, and identification of hazards, marking hazards, implementing final design with students and community volunteers, overseeing the distribution of students, adult volunteers, and supervisors throughout the worksite to ensure project quality and success, and preparing and compiling project notes for recording the number and type of plantings installed at each site, as well as the length of area covered by the restoration

Deliverables:

- Before and after restoration photographs
- A copy of the notes for each restoration project

Task 4 d) Maintenance and Monitoring

This task consist of regularly inspect plantings from late spring through early fall for three years, including maintaining plantings by weeding and repairing browse protectors, irrigating plantings using practices that are most appropriate for the site, monitor plant survival by species in late summer/early fall to inform future planting designs, performing annual photo monitoring, coordinating additional monitoring activities with additional PRBO Conservation Science staff and appropriate partners if additional funding is available.

Deliverables:

- Post-construction photographs
- Annual plant establishment monitoring reports

**Project 20: Grant Administration**

This project provides the oversight and coordination necessary in administering the grant agreement with DWR and the LPS of each project within the agreement. The grantee is responsible for submitting regular invoices and reports to DWR, coordinating with LPS on project status and monitoring, and communicating with DWR on tracking project status and implementing agreement changes.

**Task 1: Project Administration – Budget Category (a)**

## Task 1 a) Direct Program Administration

This task consists of the project administration responsibilities, which includes coordinating the LPS participating agencies, developing interagency agreements, coordinating with DWR Grant Manager on agreement development and agreement amendments, and managing cost commitments. This task also includes providing other supporting documentation required for this grant agreement (e.g., financial statements, etc.).

## Deliverables:

- A copy of the executed Grant Agreement
- Invoices and associated backup documentation
- Environmental Information Form (EIF)
- Financial Statements
- Other Applicable Project Deliverables

## Task 1 b) Reporting

This task consists of submitting progress reports detailing work completed in prior quarter as outlined in Exhibit (G) of this agreement and submitting to DWR for review. This task also includes submitting the Final Project Completion Reports no later than 90 days after project completion and preparing and submitting the final Grant Completion Report to DWR.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit G of this agreement. For example, Progress Reports will explain the status of the project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project Completion Reports will include: documentation of actual work done; changes and amendments to each project; a final schedule showing actual progress versus planned progress; and copies of final documents and reports generated during the project.

## Deliverables:

- Quarterly Project Progress Reports
- Final Project Completion Reports
- Grant Completion Report

## Task 1 c) Invoices

This task consists of preparing invoices including relevant supporting documentation for submittal to DWR.

## Deliverables:

- Quarterly Invoices and associated backup documentation

EXHIBIT B BUDGET

| Project Title  | (a)                     | (b)                     | (c)                     | (d)                     | (e)                |
|--|-------------------------|-------------------------|-------------------------|-------------------------|--------------------|
|  | Grant Amount            | Required Funding Match  | Additional Cost Share   | Total Project Costs     | % of Funding Match |
| 1 Bay Area Regional Conservation and Education Program   | \$ 2,700,000.00         | \$ 2,558,168.00         | \$ -                    | \$ 5,258,168.00         | 49%                |
| 2 East Bayshore Recycled Water Project Phase 1A (Emeryville)   | \$ 1,000,000.00         | \$ 400,000.00           | \$ 1,899,000.00         | \$ 3,299,000.00         | 12%                |
| 3 Lagunitas Creek Watershed Sediment Reduction and Management Project  | \$ 720,000.00           | \$ 240,000.00           | \$ -                    | \$ 960,000.00           | 25%                |
| 4 Marin/Sonoma Conserving Our Watersheds: Agricultural BMP Projects  | \$ 600,000.00           | \$ -                    | \$ 220,000.00           | \$ 820,000.00           | 0%                 |
| 5 Napa Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal  | \$ 500,000.00           | \$ 185,000.00           | \$ 733,540.00           | \$ 1,418,540.00         | 13%                |
| 6 North Bay Water Reuse Program - Sonoma Valley CSD 5th Street East/McGill Road Recycled Water Project                                     | \$ 1,020,000.00         | \$ 1,130,410.00         | \$ 410,080.00           | \$ 2,560,490.00         | 44%                |
| 7 Oakland Sausal Creek Restoration Project   | \$ 500,000.00           | \$ 924,700.00           | \$ 1,451,800.00         | \$ 2,876,500.00         | 32%                |
| 8 Pescadero Water Supply and Sustainability Project  | \$ 700,000.00           | \$ 125,000.00           | \$ -                    | \$ 825,000.00           | 15%                |
| 9 Petaluma Flood Reduction, Water & Habitat Quality, and Recreation Project for Copri Creek  | \$ 825,000.00           | \$ 275,000.00           | \$ -                    | \$ 1,100,000.00         | 25%                |
| 10 Redwood City Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project                                      | \$ 1,135,000.00         | \$ 890,600.00           | \$ 1,025,540.00         | \$ 3,051,140.00         | 29%                |
| 11 Regional Groundwater Storage and Recovery Project Phase 1A - South Westside Basin, Northern San Mateo County                            | \$ 1,400,000.00         | \$ 2,022,261.00         | \$ 30,000.00            | \$ 3,452,261.00         | 59%                |
| 12 Richmond Breuner Marsh Restoration Project  | \$ 750,000.00           | \$ 250,000.00           | \$ 2,625,000.00         | \$ 3,625,000.00         | 7%                 |
| 13 Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement, Santa Clara County                                   | \$ 500,000.00           | \$ 424,700.00           | \$ 200,800.00           | \$ 1,125,500.00         | 38%                |
| 14 San Francisco Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk Management and Wastewater Effluent Polishing | \$ 2,100,000.00         | \$ 416,280.00           | \$ 2,848,845.00         | \$ 5,365,125.00         | 8%                 |
| 15 San Francisco International Airport Reclaimed Water Facility  | \$ 750,000.00           | \$ 1,964,847.00         | \$ 3,321,000.00         | \$ 6,035,847.00         | 33%                |
| 16 San José Green Streets & Alleys Demonstration Projects  | \$ 2,000,000.00         | \$ 250,000.00           | \$ -                    | \$ 2,250,000.00         | 11%                |
| 17 San Pablo Rheem Creek Wetlands Restoration Project  | \$ 750,000.00           | \$ 1,197,912.00         | \$ -                    | \$ 1,947,912.00         | 61%                |
| 18 St. Helena Upper York Creek Dam Removal and Ecosystem Restoration Project   | \$ 800,000.00           | \$ 1,174,119.00         | \$ 3,631,866.00         | \$ 5,605,985.00         | 21%                |
| 19 Students and Teachers Restoring a Watershed (STRAW) Project—North and East Bay Watersheds   | \$ 500,000.00           | \$ -                    | \$ 125,000.00           | \$ 625,000.00           | 0%                 |
| 20 ABAG Grant Administration   | \$ 750,000.00           | \$ -                    | \$ -                    | \$ 750,000.00           | 0%                 |
| <b>Grant Total</b>   | <b>\$ 20,000,000.00</b> | <b>\$ 14,428,977.00</b> | <b>\$ 18,622,471.00</b> | <b>\$ 52,951,448.00</b> | <b>27%</b>         |

| Project 1: Bay Area Regional Conservation and Education Program |                        |                                    |                       |                        |  |
|---|------------------------|------------------------------------|-----------------------|------------------------|--|
| Category  | (a)                    | (b)                                | (c)                   | (d)                    |  |
|   | Grant Amount           | Cost Share: Required Funding Match | Additional Cost Share | Total Cost             |  |
| (a) Direct Project Administration                               | \$ 150,000.00          | \$ -                               | \$ -                  | \$ 150,000.00          |  |
| (b) Land Purchase/Easement                                      | \$ -                   | \$ -                               | \$ -                  | \$ -                   |  |
| (c) Planning/Design/ Engineering/ Environmental Documentation   | \$ -                   | \$ -                               | \$ -                  | \$ -                   |  |
| (d) Construction/ Implementation                                | \$ 2,550,000.00        | \$ 2,558,168.00                    | \$ -                  | \$ 5,108,168.00        |  |
| <b>Grand Total</b>  | <b>\$ 2,700,000.00</b> | <b>\$ 2,558,168.00</b>             | <b>\$ -</b>           | <b>\$ 5,258,168.00</b> |  |

| Project 2: Bay Area Recycled Water Reclamation Facility       |                        |                                    |                        |                        |  |
|---|------------------------|------------------------------------|------------------------|------------------------|--|
| Category  | (a)                    | (b)                                | (c)                    | (d)                    |  |
|   | Grant Amount           | Cost Share: Required Funding Match | Additional Cost Share  | Total Cost             |  |
| (a) Direct Project Administration                             | \$ -                   | \$ -                               | \$ 145,000.00          | \$ 145,000.00          |  |
| (b) Land Purchase/Easement                                    | \$ -                   | \$ -                               | \$ -                   | \$ -                   |  |
| (c) Planning/Design/ Engineering/ Environmental Documentation | \$ -                   | \$ -                               | \$ 370,000.00          | \$ 370,000.00          |  |
| (d) Construction/ Implementation                              | \$ 1,000,000.00        | \$ 400,000.00                      | \$ 1,384,000.00        | \$ 2,784,000.00        |  |
| <b>Grand Total</b>  | <b>\$ 1,000,000.00</b> | <b>\$ 400,000.00</b>               | <b>\$ 1,899,000.00</b> | <b>\$ 3,299,000.00</b> |  |

| Project 3: Bay Area Regional Conservation and Education Program |                      |                                    |                       |                      |  |
|---|----------------------|------------------------------------|-----------------------|----------------------|--|
| Category  | (a)                  | (b)                                | (c)                   | (d)                  |  |
|   | Grant Amount         | Cost Share: Required Funding Match | Additional Cost Share | Total Cost           |  |
| (a) Direct Project Administration                               | \$ 25,669.00         | \$ 25,182.00                       | \$ -                  | \$ 50,851.00         |  |
| (b) Land Purchase/Easement                                      | \$ -                 | \$ -                               | \$ -                  | \$ -                 |  |
| (c) Planning/Design/ Engineering/ Environmental Documentation   | \$ -                 | \$ 154,994.00                      | \$ -                  | \$ 154,994.00        |  |
| (d) Construction/ Implementation                                | \$ 694,331.00        | \$ 59,824.00                       | \$ -                  | \$ 754,155.00        |  |
| <b>Grand Total</b>  | <b>\$ 720,000.00</b> | <b>\$ 240,000.00</b>               | <b>\$ -</b>           | <b>\$ 960,000.00</b> |  |

| Project 4: Marin County Community Water Agency Agricultural BMPs |                      |                                    |                       |                      |  |
|--|----------------------|------------------------------------|-----------------------|----------------------|--|
| Category   | (a)                  | (b)                                | (c)                   | (d)                  |  |
|  | Grant Amount         | Cost Share: Required Funding Match | Additional Cost Share | Total Cost           |  |
| (a) Direct Project Administration                                | \$ 111,340.00        | \$ -                               | \$ -                  | \$ 111,340.00        |  |
| (b) Land Purchase/Easement                                       | \$ -                 | \$ -                               | \$ -                  | \$ -                 |  |
| (c) Planning/Design/ Engineering/ Environmental Documentation    | \$ 143,020.00        | \$ -                               | \$ -                  | \$ 143,020.00        |  |
| (d) Construction/ Implementation                                 | \$ 345,640.00        | \$ -                               | \$ 220,000.00         | \$ 565,640.00        |  |
| <b>Grand Total</b>   | <b>\$ 600,000.00</b> | <b>\$ -</b>                        | <b>\$ 220,000.00</b>  | <b>\$ 820,000.00</b> |  |

| <b>Project 5: Napa Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal Budget</b> |  |                      |  |                          |                        |
|--|--|----------------------|--|--------------------------|------------------------|
| Category   |  | (a)                  | (b)                                      | (c)                      | (d)                    |
|  |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)  | Direct Project Administration                                | \$ -                 | \$ -                                     | \$ 25,120.00             | \$ 25,120.00           |
| (b)  | Land Purchase/Easement                                       | \$ -                 | \$ -                                     | \$ 25,000.00             | \$ 25,000.00           |
| (c)  | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                 | \$ 185,000.00                            | \$ 115,000.00            | \$ 300,000.00          |
| (d)  | Construction/ Implementation                                 | \$ 500,000.00        | \$ -                                     | \$ 568,420.00            | \$ 1,068,420.00        |
| <b>Grand Total</b>   |  | <b>\$ 500,000.00</b> | <b>\$ 185,000.00</b>                     | <b>\$ 733,540.00</b>     | <b>\$ 1,418,540.00</b> |

| <b>Project 6: North Bay Water Reuse Program</b> |  |                        |  |                          |                        |
|---|--|------------------------|--|--------------------------|------------------------|
| Category  |  | (a)                    | (b)                                      | (c)                      | (d)                    |
|   |  | Grant Amount           | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)   | Direct Project Administration                                | \$ -                   | \$ -                                     | \$ 128,720.00            | \$ 128,720.00          |
| (b)   | Land Purchase/Easement                                       | \$ -                   | \$ 88,000.00                             | \$ -                     | \$ 88,000.00           |
| (c)   | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                   | \$ 21,640.00                             | \$ 281,360.00            | \$ 303,000.00          |
| (d)   | Construction/ Implementation                                 | \$ 1,020,000.00        | \$ 1,020,770.00                          | \$ -                     | \$ 2,040,770.00        |
| <b>Grand Total</b>                              |  | <b>\$ 1,020,000.00</b> | <b>\$ 1,130,410.00</b>                   | <b>\$ 410,080.00</b>     | <b>\$ 2,560,490.00</b> |

| <b>Project 7: Suisun Bay Water Reuse Program</b> |  |                      |  |                          |                        |
|--|--|----------------------|--|--------------------------|------------------------|
| Category   |  | (a)                  | (b)                                      | (c)                      | (d)                    |
|  |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)  | Direct Project Administration                                | \$ 13,000.00         | \$ 96,000.00                             | \$ 80,000.00             | \$ 189,000.00          |
| (b)  | Land Purchase/Easement                                       | \$ -                 | \$ 8,500.00                              | \$ -                     | \$ 8,500.00            |
| (c)  | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                 | \$ -                                     | \$ -                     | \$ -                   |
| (d)  | Construction/ Implementation                                 | \$ 487,000.00        | \$ 820,200.00                            | \$ 1,371,800.00          | \$ 2,679,000.00        |
| <b>Grand Total</b>                               |  | <b>\$ 500,000.00</b> | <b>\$ 924,700.00</b>                     | <b>\$ 1,451,800.00</b>   | <b>\$ 2,876,500.00</b> |

| <b>Project 8: Placerville Water Supply and Sustainability Project</b> |  |                      |  |                          |                      |
|---|--|----------------------|--|--------------------------|----------------------|
| Category  |  | (a)                  | (b)                                      | (c)                      | (d)                  |
|   |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost           |
| (a)   | Direct Project Administration                                | \$ 55,269.00         | \$ -                                     | \$ -                     | \$ 55,269.00         |
| (b)   | Land Purchase/Easement                                       | \$ -                 | \$ -                                     | \$ -                     | \$ -                 |
| (c)   | Planning/Design/ Engineering/<br>Environmental Documentation | \$ 37,827.00         | \$ 112,130.00                            | \$ -                     | \$ 149,957.00        |
| (d)   | Construction/ Implementation                                 | \$ 606,904.00        | \$ 12,870.00                             | \$ -                     | \$ 619,774.00        |
| <b>Grand Total</b>  |  | <b>\$ 700,000.00</b> | <b>\$ 125,000.00</b>                     | <b>\$ -</b>              | <b>\$ 825,000.00</b> |

| <b>Table 1: Planning, Flood Reduction, Water &amp; Habitat Quality, and Recreation Project</b> |  |                      |   |                              |                        |
|--|--|----------------------|---|------------------------------|------------------------|
| <b>Category</b>  |  | <b>(a)</b>           | <b>(b)</b>                                | <b>(c)</b>                   | <b>(d)</b>             |
|  |  | <b>Grant Amount</b>  | <b>Cost Share: Required Funding Match</b> | <b>Additional Cost Share</b> | <b>Total Cost</b>      |
| <b>(a)</b>   | <b>Direct Project Administration</b>                             | \$ -                 | \$ 59,784.00                              | \$ -                         | \$ 59,784.00           |
| <b>(b)</b>   | <b>Land Purchase/Easement</b>                                    | \$ -                 | \$ -                                      | \$ -                         | \$ -                   |
| <b>(c)</b>   | <b>Planning/Design/ Engineering/ Environmental Documentation</b> | \$ -                 | \$ 120,768.00                             | \$ -                         | \$ 120,768.00          |
| <b>(d)</b>   | <b>Construction/ Implementation</b>                              | \$ 825,000.00        | \$ 94,448.00                              | \$ -                         | \$ 919,448.00          |
| <b>Grand Total</b>   |  | <b>\$ 825,000.00</b> | <b>\$ 275,000.00</b>                      | <b>\$ -</b>                  | <b>\$ 1,100,000.00</b> |

| <b>Table 2: Wetland, Cultural Resources, and Aesthetic Channel Flood Project</b> |  |                        |   |                              |                        |
|--|--|------------------------|---|------------------------------|------------------------|
| <b>Category</b>  |  | <b>(a)</b>             | <b>(b)</b>                                | <b>(c)</b>                   | <b>(d)</b>             |
|  |  | <b>Grant Amount</b>    | <b>Cost Share: Required Funding Match</b> | <b>Additional Cost Share</b> | <b>Total Cost</b>      |
| <b>(a)</b>   | <b>Direct Project Administration</b>                             | \$ -                   | \$ -                                      | \$ 303,850.00                | \$ 303,850.00          |
| <b>(b)</b>   | <b>Land Purchase/Easement</b>                                    | \$ -                   | \$ -                                      | \$ -                         | \$ -                   |
| <b>(c)</b>   | <b>Planning/Design/ Engineering/ Environmental Documentation</b> | \$ -                   | \$ -                                      | \$ 403,120.00                | \$ 403,120.00          |
| <b>(d)</b>   | <b>Construction/ Implementation</b>                              | \$ 1,135,000.00        | \$ 890,600.00                             | \$ 318,570.00                | \$ 2,344,170.00        |
| <b>Grand Total</b>   |  | <b>\$ 1,135,000.00</b> | <b>\$ 890,600.00</b>                      | <b>\$ 1,025,540.00</b>       | <b>\$ 3,051,140.00</b> |

| <b>Table 3: Wetland, Cultural Resources, and Aesthetic Channel Flood Project</b> |  |                        |   |                              |                        |
|--|--|------------------------|---|------------------------------|------------------------|
| <b>Category</b>  |  | <b>(a)</b>             | <b>(b)</b>                                | <b>(c)</b>                   | <b>(d)</b>             |
|  |  | <b>Grant Amount</b>    | <b>Cost Share: Required Funding Match</b> | <b>Additional Cost Share</b> | <b>Total Cost</b>      |
| <b>(a)</b>   | <b>Direct Project Administration</b>                             | \$ -                   | \$ -                                      | \$ 30,000.00                 | \$ 30,000.00           |
| <b>(b)</b>   | <b>Land Purchase/Easement</b>                                    | \$ -                   | \$ -                                      | \$ -                         | \$ -                   |
| <b>(c)</b>   | <b>Planning/Design/ Engineering/ Environmental Documentation</b> | \$ -                   | \$ -                                      | \$ -                         | \$ -                   |
| <b>(d)</b>   | <b>Construction/ Implementation</b>                              | \$ 1,400,000.00        | \$ 2,022,261.00                           | \$ -                         | \$ 3,422,261.00        |
| <b>Grand Total</b>   |  | <b>\$ 1,400,000.00</b> | <b>\$ 2,022,261.00</b>                    | <b>\$ 30,000.00</b>          | <b>\$ 3,452,261.00</b> |

| Project 12: Richmond Breuners Marsh Restoration Project |  |                      |  |                          |                        |
|---|--|----------------------|--|--------------------------|------------------------|
| Category  |  | (a)                  | (b)                                      | (c)                      | (d)                    |
|   |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)   | Direct Project Administration                                | \$ 10,000.00         | \$ -                                     | \$ 30,000.00             | \$ 40,000.00           |
| (b)   | Land Purchase/Easement                                       | \$ -                 | \$ -                                     | \$ -                     | \$ -                   |
| (c)   | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                 | \$ -                                     | \$ -                     | \$ -                   |
| (d)   | Construction/ Implementation                                 | \$ 740,000.00        | \$ 250,000.00                            | \$ 2,595,000.00          | \$ 3,585,000.00        |
| <b>Grand Total</b>                                      |  | <b>\$ 750,000.00</b> | <b>\$ 250,000.00</b>                     | <b>\$ 2,625,000.00</b>   | <b>\$ 3,625,000.00</b> |

| Project 13: Redwood Valley Infrastructure Upgrades for Water Supply and Quality Improvement |  |                      |  |                          |                        |
|---|--|----------------------|--|--------------------------|------------------------|
| Category  |  | (a)                  | (b)                                      | (c)                      | (d)                    |
|   |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)   | Direct Project Administration                                | \$ -                 | \$ -                                     | \$ 26,000.00             | \$ 26,000.00           |
| (b)   | Land Purchase/Easement                                       | \$ -                 | \$ -                                     | \$ 12,000.00             | \$ 12,000.00           |
| (c)   | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                 | \$ -                                     | \$ 88,000.00             | \$ 88,000.00           |
| (d)   | Construction/ Implementation                                 | \$ 500,000.00        | \$ 424,700.00                            | \$ 74,800.00             | \$ 999,500.00          |
| <b>Grand Total</b>  |  | <b>\$ 500,000.00</b> | <b>\$ 424,700.00</b>                     | <b>\$ 200,800.00</b>     | <b>\$ 1,125,500.00</b> |

| Project 14: San Francisco Bay Climate Change and Resilience Planning, Including Ecosystem Enhancement, Water Management, and Wastewater Effluent Pathways |  |                        |  |                          |                        |
|---|--|------------------------|--|--------------------------|------------------------|
| Category  |  | (a)                    | (b)                                      | (c)                      | (d)                    |
|   |  | Grant Amount           | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)   | Direct Project Administration                                | \$ 101,575.00          | \$ -                                     | \$ -                     | \$ 101,575.00          |
| (b)   | Land Purchase/Easement                                       | \$ -                   | \$ -                                     | \$ -                     | \$ -                   |
| (c)   | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                   | \$ 416,280.00                            | \$ 78,560.00             | \$ 494,840.00          |
| (d)   | Construction/ Implementation                                 | \$ 1,998,425.00        | \$ -                                     | \$ 2,770,285.00          | \$ 4,768,710.00        |
| <b>Grand Total</b>  |  | <b>\$ 2,100,000.00</b> | <b>\$ 416,280.00</b>                     | <b>\$ 2,848,845.00</b>   | <b>\$ 5,365,125.00</b> |

| Project 15: San Francisco International Airport Reclaimed Water Facility |  |                      |  |                          |                        |
|--|--|----------------------|--|--------------------------|------------------------|
| Category   |  | (a)                  | (b)                                      | (c)                      | (d)                    |
|  |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)  | Direct Project Administration                                | \$ -                 | \$ 53,800.00                             |                          | \$ 53,800.00           |
| (b)  | Land Purchase/Easement                                       | \$ -                 | \$ -                                     |                          | \$ -                   |
| (c)  | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                 | \$ 43,600.00                             |                          | \$ 43,600.00           |
| (d)  | Construction/ Implementation                                 | \$ 750,000.00        | \$ 1,867,447.00                          | \$ 3,321,000.00          | \$ 5,938,447.00        |
| <b>Grand Total</b>   |  | <b>\$ 750,000.00</b> | <b>\$ 1,964,847.00</b>                   | <b>\$ 3,321,000.00</b>   | <b>\$ 6,035,847.00</b> |

| Project 12 - San Jose Green Streets and Alleys Demonstration Project |  |                        |  |                          |                        |
|--|--|------------------------|--|--------------------------|------------------------|
| Category   |  | (a)                    | (b)                                      | (c)                      | (d)                    |
|  |  | Grant Amount           | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)  | Direct Project Administration                                | \$ -                   | \$ 36,278.00                             | \$ -                     | \$ 36,278.00           |
| (b)  | Land Purchase/Easement                                       | \$ -                   | \$ -                                     | \$ -                     | \$ -                   |
| (c)  | Planning/Design/ Engineering/<br>Environmental Documentation | \$ 221,099.00          | \$ 153,121.00                            | \$ -                     | \$ 374,220.00          |
| (d)  | Construction/ Implementation                                 | \$ 1,778,901.00        | \$ 60,601.00                             | \$ -                     | \$ 1,839,502.00        |
| <b>Grand Total</b>   |  | <b>\$ 2,000,000.00</b> | <b>\$ 250,000.00</b>                     | <b>\$ -</b>              | <b>\$ 2,250,000.00</b> |

| Project 12 - San Jose Green Streets and Alleys Demonstration Project |  |                      |  |                          |                        |
|--|--|----------------------|--|--------------------------|------------------------|
| Category   |  | (a)                  | (b)                                      | (c)                      | (d)                    |
|  |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)  | Direct Project Administration                                | \$ -                 | \$ 99,688.00                             | \$ -                     | \$ 99,688.00           |
| (b)  | Land Purchase/Easement                                       | \$ 750,000.00        | \$ 15,152.00                             | \$ -                     | \$ 765,152.00          |
| (c)  | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                 | \$ 83,072.00                             | \$ -                     | \$ 83,072.00           |
| (d)  | Construction/ Implementation                                 | \$ -                 | \$ 1,000,000.00                          | \$ -                     | \$ 1,000,000.00        |
| <b>Grand Total</b>   |  | <b>\$ 750,000.00</b> | <b>\$ 1,197,912.00</b>                   | <b>\$ -</b>              | <b>\$ 1,947,912.00</b> |

| Project 12 - San Jose Green Streets and Alleys Demonstration Project |  |                      |  |                          |                        |
|--|--|----------------------|--|--------------------------|------------------------|
| Category   |  | (a)                  | (b)                                      | (c)                      | (d)                    |
|  |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost             |
| (a)  | Direct Project Administration                                | \$ -                 | \$ 113,925.00                            | \$ -                     | \$ 113,925.00          |
| (b)  | Land Purchase/Easement                                       | \$ -                 | \$ -                                     | \$ -                     | \$ -                   |
| (c)  | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                 | \$ 460,194.00                            | \$ -                     | \$ 460,194.00          |
| (d)  | Construction/ Implementation                                 | \$ 800,000.00        | \$ 600,000.00                            | \$ 3,631,866.00          | \$ 5,031,866.00        |
| <b>Grand Total</b>   |  | <b>\$ 800,000.00</b> | <b>\$ 1,174,119.00</b>                   | <b>\$ 3,631,866.00</b>   | <b>\$ 5,605,985.00</b> |

| Project 12 - San Jose Green Streets and Alleys Demonstration Project |  |                      |  |                          |                      |
|--|--|----------------------|--|--------------------------|----------------------|
| Category   |  | (a)                  | (b)                                      | (c)                      | (d)                  |
|  |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost           |
| (a)  | Direct Project Administration                                | \$ 28,233.00         | \$ -                                     | \$ -                     | \$ 28,233.00         |
| (b)  | Land Purchase/Easement                                       | \$ -                 | \$ -                                     | \$ -                     | \$ -                 |
| (c)  | Planning/Design/ Engineering/<br>Environmental Documentation | \$ 35,378.00         | \$ -                                     | \$ -                     | \$ 35,378.00         |
| (d)  | Construction/ Implementation                                 | \$ 436,389.00        | \$ -                                     | \$ 125,000.00            | \$ 561,389.00        |
| <b>Grand Total</b>   |  | <b>\$ 500,000.00</b> | <b>\$ -</b>                              | <b>\$ 125,000.00</b>     | <b>\$ 625,000.00</b> |



| Project 20: Grant Administration |  |                      |  |                          |                      |
|----------------------------------|--|----------------------|--|--------------------------|----------------------|
| Category                         |  | (a)                  | (b)                                      | (c)                      | (d)                  |
|                                  |  | Grant Amount         | Cost Share:<br>Required<br>Funding Match | Additional<br>Cost Share | Total Cost           |
| (a)                              | Direct Project Administration                                | \$ 750,000.00        | \$ -                                     | \$ -                     | \$ 750,000.00        |
| (b)                              | Land Purchase/Easement                                       | \$ -                 | \$ -                                     | \$ -                     | \$ -                 |
| (c)                              | Planning/Design/ Engineering/<br>Environmental Documentation | \$ -                 | \$ -                                     | \$ -                     | \$ -                 |
| (d)                              | Construction/ Implementation                                 | \$ -                 | \$ -                                     | \$ -                     | \$ -                 |
| <b>Grand Total</b>               |  | <b>\$ 750,000.00</b> | <b>\$ -</b>                              | <b>\$ -</b>              | <b>\$ 750,000.00</b> |

EXHIBIT C  
SCHEDULE

| Project 11104 - West Regional Conservation and Education Program |  |                   |                     |
|--|--|-------------------|---------------------|
| Category   |  | Start Date        | End Date            |
| <b>Task 1</b>  | <b>(a) Direct Project Administration</b>                                 | <b>October-13</b> | <b>April-18</b>     |
| Task 1 a   | Project Administration   | October-13        | April-18            |
| Task 1 b   | Quarterly Progress Report  | October-13        | April-18            |
| Task 1 c   | Invoices   | October-13        | April-18            |
| Task 1 d   | Draft and Final Project Completion Report                                | October-13        | April-18            |
| <b>Task 2</b>  | <b>(b) Land Purchase/ Easement</b>                                       | <b>N/A</b>        | <b>N/A</b>          |
| <b>Task 3</b>  | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b>    | <b>N/A</b>        | <b>N/A</b>          |
| <b>Task 4</b>  | <b>(d) Construction/ Implementation</b>                                  | <b>October-13</b> | <b>September-16</b> |
| Task 4.1 a   | High-efficiency Toilet Rebates   | October-13        | September-16        |
| Task 4.2 a   | High-efficiency Washer Rebates   | October-13        | September-16        |
| Task 4.3 a   | Water-efficient Sustainable Landscape Education Program                  | October-13        | September-16        |
| Task 4.4 a   | Water-efficient Landscape and Weather-based Irrigation Controller Rebate | October-13        | September-16        |
| Task 4.5 a   | Large Landscape Irrigation System Retrofit Program                       | October-13        | September-16        |
| Task 4.6 a   | Home Water Reports   | October-13        | September-16        |
| Task 4.7 a   | Water Conservation and Mobile Water Lab Project                          | October-13        | September-16        |

| Project 11104 - West Regional Conservation and Education Program |   |                   |                    |
|--|---|-------------------|--------------------|
| Category   |   | Start Date        | End Date           |
| <b>Task 1</b>  | <b>(a) Direct Project Administration</b>                              | <b>October-13</b> | <b>March-16</b>    |
| Task 1 a   | Project Administration  | October-13        | March-16           |
| Task 1 b   | Quarterly Progress Report   | July-14           | March-16           |
| Task 1 c   | Invoices  | January-15        | March-16           |
| Task 1 d   | Draft and Final Project Completion Report                             | December-15       | March-16           |
| Task 1 e   | Labor Compliance Plan   | January-15        | December-15        |
| <b>Task 2</b>  | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>        | <b>N/A</b>         |
| <b>Task 3</b>  | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>April-13</b>   | <b>December-14</b> |
| Task 3 a   | Planning/ Design/ Engineering   | April-13          | June-14            |
| Task 3 b   | Environmental Documentation   | April-14          | June-14            |
| Task 3 c   | Permitting  | March-14          | August-14          |
| Task 3 d   | Project Monitoring Plan   | June-14           | December-14        |
| <b>Task 4</b>  | <b>(d) Construction/ Implementation</b>                               | <b>January-15</b> | <b>December-15</b> |
| Task 4 a   | Construction Contracting  | January-15        | May-15             |
| Task 4 b   | Mobilization and Site Preparation                                     | June-15           | July-15            |
| Task 4 c   | Project Construction  | July-15           | December-15        |
| Task 4 d   | Environmental Compliance/ Mitigation/ Enhancement                     | July-15           | December-15        |
| Task 4 e   | Construction Administration   | January-15        | December-15        |

| <b>Project: Regional Clean Water Treatment Facility and Associated Project</b> |   |                   |                   |
|--|---|-------------------|-------------------|
| <b>Category</b>  |   | <b>Start Date</b> | <b>End Date</b>   |
| <b>Task 1</b>  | <b>(a) Direct Project Administration</b>                              | <b>January-12</b> | <b>October-17</b> |
| Task 1 a   | Project Administration  | January-12        | October-17        |
| Task 1 b   | Quarterly Progress Report   | January-12        | October-17        |
| Task 1 c   | Invoices  | January-12        | October-17        |
| Task 1 d   | Draft and Final Project Completion Report                             | January-12        | October-17        |
| Task 1 e   | Labor Compliance Plan   | January-12        | June-17           |
| <b>Task 2</b>  | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>        | <b>N/A</b>        |
| <b>Task 3</b>  | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>January-12</b> | <b>June-15</b>    |
| Task 3 a   | Assessment and Evaluation   | January-12        | March-15          |
| Task 3 b   | Planning/ Design/ Engineering   | January-12        | March-15          |
| Task 3 c   | Environmental Documentation   | January-12        | June-15           |
| Task 3 d   | Permitting  | January-12        | June-15           |
| Task 3 e   | Project Monitoring Plan   | June-14           | December-14       |
| <b>Task 4</b>  | <b>(d) Construction/ Implementation</b>                               | <b>January-15</b> | <b>March-17</b>   |
| Task 4 a   | Construction Contracting  | January-15        | June-15           |
| Task 4 b   | Mobilization and Site Preparation                                     | July-15           | August-15         |
| Task 4 c   | Project Construction  | September-15      | November-15       |
| Task 4 d   | Performance Testing and Demobilization                                | December-16       | January-16        |
| Task 4 e   | Environmental Compliance/ Mitigation/ Enhancement                     | July-15           | December-16       |
| Task 4 f   | Construction Administration   | July-15           | March-17          |

| <b>Project: Regional Clean Water Treatment Facility and Associated Project</b> |   |                   |                     |
|--|---|-------------------|---------------------|
| <b>Category</b>  |   | <b>Start Date</b> | <b>End Date</b>     |
| <b>Task 1</b>  | <b>(a) Direct Project Administration</b>                              | <b>October-13</b> | <b>December-16</b>  |
| Task 1 a   | Project Administration  | October-13        | December-16         |
| Task 1 b   | Quarterly Progress Report   | October-13        | December-16         |
| Task 1 c   | Invoices  | October-13        | December-16         |
| Task 1 d   | Draft and Final Project Completion Report                             | October-13        | December-16         |
| Task 1 e   | Labor Compliance Plan   | October-13        | December-13         |
| <b>Task 2</b>  | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>        | <b>N/A</b>          |
| <b>Task 3</b>  | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>January-12</b> | <b>July-15</b>      |
| Task 3 a   | Assessment and Evaluation   | October-13        | May-15              |
| Task 3 b   | Planning/ Design/ Engineering   | May-15            | July-15             |
| Task 3 c   | Environmental Documentation   | July-14           | June-15             |
| Task 3 d   | Permitting  | May-14            | July-15             |
| Task 3 e   | Project Monitoring Plan   | June-14           | December-14         |
| <b>Task 4</b>  | <b>(d) Construction/ Implementation</b>                               | <b>May-15</b>     | <b>September-16</b> |
| Task 4 a   | Construction Contracting  | May-15            | September-15        |
| Task 4 b   | Mobilization and Site Preparation                                     | June-15           | October-15          |
| Task 4 c   | Project Construction  | October-15        | October-15          |
| Task 4 d   | Performance Testing and Demobilization                                | November-15       | September-16        |
| Task 4 e   | Environmental Compliance/ Mitigation/ Enhancement                     | June-15           | September-16        |
| Task 4 f   | Construction Administration   | May-15            | July-16             |

| <b>Project 1: Upper Mill Run Creek Flood Damage Reduction and Plan Project - 2012-2017</b> |   |                    |                    |
|--|---|--------------------|--------------------|
| <b>Category</b>  |   | <b>(a)</b>         | <b>(b)</b>         |
|  |   | <b>Start Date</b>  | <b>End Date</b>    |
| <b>Task 1</b>  | <b>(a) Direct Project Administration</b>                              | <b>October-13</b>  | <b>April-17</b>    |
| Task 1 a   | Project Administration  | October-13         | April-17           |
| Task 1 b   | Quarterly Progress Report   | October-13         | April-17           |
| Task 1 c   | Invoices  | October-13         | April-17           |
| Task 1 d   | Draft and Final Project Completion Report                             | October-13         | April-17           |
| Task 1 e   | Labor Compliance Plan   | February-15        | December-15        |
| <b>Task 2</b>  | <b>(b) Land Purchase/ Easement</b>                                    | <b>October-14</b>  | <b>January-16</b>  |
| <b>Task 3</b>  | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>April-14</b>    | <b>January-16</b>  |
| Task 3 a   | Assessment and Evaluation   | April-14           | December-15        |
| Task 3 b   | Planning/ Design/ Engineering   | October-14         | January-16         |
| Task 3 c   | Environmental Documentation   | April-14           | May-15             |
| Task 3 d   | Permitting  | October-14         | January-16         |
| Task 3 e   | Project Monitoring Plan   | June-14            | December-15        |
| <b>Task 4</b>  | <b>(d) Construction/ Implementation</b>                               | <b>February-15</b> | <b>December-15</b> |
| Task 4 a   | Construction Contracting  | February-16        | April-17           |
| Task 4 b   | Project Construction  | May-16             | October-16         |
| Task 4 c   | Environmental Compliance/ Mitigation/ Enhancement                     | May-16             | November-16        |
| Task 4 d   | Construction Administration   | May-16             | December-16        |

| <b>Project 2: North Fork Wolf Run Dam</b> |   |                    |                 |
|---|---|--------------------|-----------------|
| <b>Category</b>                           |   | <b>Start Date</b>  | <b>End Date</b> |
| <b>Task 1</b>                             | <b>(a) Direct Project Administration</b>                              | <b>January-12</b>  | <b>April-18</b> |
| Task 1 a                                  | Project Administration  | January-12         | April-18        |
| Task 1 b                                  | Quarterly Progress Report   | January-12         | April-18        |
| Task 1 c                                  | Invoices  | January-12         | April-18        |
| Task 1 d                                  | Draft and Final Project Completion Report                             | January-12         | April-18        |
| Task 1 e                                  | Labor Compliance Plan   | July-14            | June-16         |
| <b>Task 2</b>                             | <b>(b) Land Purchase/ Easement</b>                                    | <b>November-12</b> | <b>July-15</b>  |
| <b>Task 3</b>                             | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>December-12</b> | <b>July-15</b>  |
| Task 3 a                                  | Assessment and Evaluation   | January-12         | June-14         |
| Task 3 b                                  | Planning/ Design/ Engineering   | January-12         | July-15         |
| Task 3 c                                  | Environmental Documentation   | January-12         | December-13     |
| Task 3 d                                  | Permitting  | December-12        | December-14     |
| Task 3 e                                  | Project Monitoring Plan   | June-14            | December-14     |
| <b>Task 4</b>                             | <b>(d) Construction/ Implementation</b>                               | <b>May-14</b>      | <b>July-16</b>  |
| Task 4 a                                  | Construction Contracting  | May-14             | Feb-16          |
| Task 4 b                                  | Mobilization and Site Preparation                                     | Jul-14             | Jun-16          |
| Task 4 c                                  | Project Construction  | Jul-14             | Jun-16          |
| Task 4 d                                  | Performance Testing and Demobilization                                | Jul-14             | Jun-16          |
| Task 4 e                                  | Environmental Compliance/ Mitigation/ Enhancement                     | Jul-14             | Jun-16          |
| Task 4 f                                  | Construction Administration   | May-14             | Jul-16          |

| <b>Project 7: Oakland Valley Creek Restoration Project</b> |   |                    |                 |
|--|---|--------------------|-----------------|
| <b>Category</b>  |   | <b>Start Date</b>  | <b>End Date</b> |
| <b>Task 1</b>  | <b>(a) Direct Project Administration</b>                              | <b>October-13</b>  | <b>April-16</b> |
| Task 1 a   | Project Administration  | October-13         | April-16        |
| Task 1 b   | Quarterly Progress Report   | October-13         | April-16        |
| Task 1 c   | Invoices  | October-13         | April-16        |
| Task 1 d   | Draft and Final Project Completion Report                             | October-13         | April-16        |
| Task 1 e   | Labor Compliance Plan   | October 2013       | January-16      |
| <b>Task 2</b>  | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>         | <b>N/A</b>      |
| <b>Task 3</b>  | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>N/A</b>         | <b>N/A</b>      |
| <b>Task 4</b>  | <b>(d) Construction/ Implementation</b>                               | <b>December-13</b> | <b>March-15</b> |
| Task 4 a   | Construction Contracting  | December-13        | May-14          |
| Task 4 b   | Mobilization and Site Preparation                                     | May-14             | July-14         |
| Task 4 c   | Project Construction  | August-14          | October-14      |
| Task 4 d   | Performance Testing and Demobilization                                | August-14          | October-14      |
| Task 4 e   | Environmental Compliance/ Mitigation/ Enhancement                     | May-14             | March-14        |
| Task 4 f   | Construction Administration   | October-13         | March-15        |

| <b>Project 8: Pescadero Water Supply and Sustainability Project</b> |   |                    |                    |
|---|---|--------------------|--------------------|
| <b>Category</b>   |   | <b>Start Date</b>  | <b>End Date</b>    |
| <b>Task 1</b>   | <b>(a) Direct Project Administration</b>                              | <b>October-13</b>  | <b>December-15</b> |
| Task 1 a  | Project Administration  | October-13         | December-15        |
| Task 1 b  | Quarterly Progress Report   | August-14          | December-15        |
| Task 1 c  | Invoices  | August-14          | December-15        |
| Task 1 d  | Draft and Final Project Completion Report                             | May-15             | January-16         |
| Task 1 e  | Labor Compliance Plan   | January-15         | December-15        |
| <b>Task 2</b>   | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>         | <b>N/A</b>         |
| <b>Task 3</b>   | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>November-12</b> | <b>January-15</b>  |
| Task 3 a  | Assessment and Evaluation   | November-12        | September-13       |
| Task 3 b  | Planning/ Design/ Engineering   | February-14        | August-14          |
| Task 3 c  | Environmental Documentation   | August-12          | January-15         |
| Task 3 d  | Permitting  | August-12          | January-15         |
| <b>Task 4</b>   | <b>(d) Construction/ Implementation</b>                               | <b>January-15</b>  | <b>October-15</b>  |
| Task 4 a  | Construction Contracting  | January-15         | April-15           |
| Task 4 b  | Mobilization and Site Preparation                                     | May-15             | June-15            |
| Task 4 c  | Project Construction  | July-15            | October-15         |
| Task 4 d  | Environmental Compliance/ Mitigation/ Enhancement                     | May-15             | October-15         |
| Task 4 e  | Construction Administration   | May-15             | October-15         |

| <b>Task 1: Federal Flood Reduction, Water Quality, and Recreation Project for Carr Creek</b> |   |                    |                    |
|--|---|--------------------|--------------------|
| <b>Category</b>  |   | <b>Start Date</b>  | <b>End Date</b>    |
| <b>Task 1:</b>   | <b>(a) Direct Project Administration</b>                              | <b>October-13</b>  | <b>January-14</b>  |
| Task 1 a   | Project Administration  | October-13         | January-14         |
| Task 1 b   | Quarterly Progress Report   | October-13         | January-14         |
| Task 1 c   | Invoices  | October-13         | January-14         |
| Task 1 d   | Draft and Final Project Completion Report                             | October-13         | January-14         |
| Task 1 e   | Labor Compliance Plan   | March-14           | October-15         |
| <b>Task 2:</b>   | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>         | <b>N/A</b>         |
| <b>Task 3:</b>   | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>January-13</b>  | <b>December-14</b> |
| Task 3 a   | Assessment and Evaluation   | October-13         | January-14         |
| Task 3 b   | Planning/ Design/ Engineering   | February-14        | August-14          |
| Task 3 c   | Environmental Documentation   | February-13        | May-14             |
| Task 3 d   | Permitting  | August-13          | December-14        |
| Task 3 e   | Project Monitoring Plan   | June-14            | December-14        |
| <b>Task 4:</b>   | <b>(d) Construction/ Implementation</b>                               | <b>February-14</b> | <b>December-14</b> |
| Task 4 a   | Construction Contracting  | February-14        | January-15         |
| Task 4 b   | Mobilization and Site Preparation                                     | April-14           | March-15           |
| Task 4 c   | Project Construction  | August-14          | October-15         |
| Task 4 d   | Performance Testing and Demobilization                                | November-14        | November-15        |
| Task 4 e   | Environmental Compliance/ Mitigation/ Enhancement                     | April-14           | December-15        |
| Task 4 f   | Construction Administration   | April-14           | January-16         |

| <b>Task 2: Federal Flood Reduction, Water Quality, and Recreation Project for Carr Creek</b> |   |                   |                   |
|--|---|-------------------|-------------------|
| <b>Category</b>  |   | <b>Start Date</b> | <b>End Date</b>   |
| <b>Task 1:</b>   | <b>(a) Direct Project Administration</b>                              | <b>October-13</b> | <b>October-16</b> |
| Task 1 a   | Project Administration  | October-13        | October-16        |
| Task 1 b   | Quarterly Progress Report   | October-13        | October-16        |
| Task 1 c   | Invoices  | October-13        | October-16        |
| Task 1 d   | Draft and Final Project Completion Report                             | October-13        | October-16        |
| Task 1 e   | Labor Compliance Plan   | October-13        | October-15        |
| <b>Task 2:</b>   | <b>(b) Land Purchase/ Easement</b>                                    | <b>January-13</b> | <b>March-15</b>   |
| <b>Task 3:</b>   | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>January-13</b> | <b>June-15</b>    |
| Task 3 a   | Assessment and Evaluation   | January-13        | December-13       |
| Task 3 b   | Planning/ Design/ Engineering   | January-14        | March-15          |
| Task 3 c   | Environmental Documentation   | February-13       | March-15          |
| Task 3 d   | Permitting  | January-15        | June-15           |
| Task 3 e   | Project Monitoring Plan   | January-15        | March-15          |
| <b>Task 4:</b>   | <b>(d) Construction/ Implementation</b>                               | <b>June-15</b>    | <b>October-16</b> |
| Task 4 a   | Construction Contracting  | June-15           | September-15      |
| Task 4 b   | Mobilization and Site Preparation                                     | September-15      | October-15        |
| Task 4 c   | Project Construction  | October-15        | October-16        |
| Task 4 d   | Performance Testing and Demobilization                                | October-15        | October-16        |
| Task 4 e   | Environmental Compliance/ Mitigation/ Enhancement                     | October-15        | November-15       |
| Task 4 f   | Construction Administration   | October-15        | October-16        |

| <b>Phase 11 Regional Groundwater Protection and Recovery Project Phase 1A - South Westside Basin</b> |   |                    |                    |
|--|---|--------------------|--------------------|
| <b>Category</b>  |   | <b>Start Date</b>  | <b>End Date</b>    |
| <b>Task 1</b>  | <b>(a) Direct Project Administration</b>                              | <b>June-14</b>     | <b>December-16</b> |
| Task 1 a   | Project Administration  | June-14            | January-16         |
| Task 1 b   | Quarterly Progress Report   | June-14            | January-16         |
| Task 1 c   | Invoices  | June-14            | January-16         |
| Task 1 d   | Draft and Final Project Completion Report                             | June-14            | January-16         |
| Task 1 e   | Labor Compliance Plan   | June-14            | October-15         |
| <b>Task 2</b>  | <b>(b) Land Purchase/ Easement</b>                                    | <b>June-14</b>     | <b>March-15</b>    |
| <b>Task 3</b>  | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>December-12</b> | <b>July-15</b>     |
| Task 3 a   | Assessment and Evaluation   | May-13             | September-14       |
| Task 3 b   | Planning/ Design/ Engineering   | May-13             | September-14       |
| Task 3 c   | Environmental Documentation   | December-12        | September-14       |
| Task 3 d   | Permitting  | Jan-15             | May-15             |
| Task 3 e   | Project Monitoring Plan   | Jun-14             | Jul-15             |
| <b>Task 4</b>  | <b>(d) Construction/ Implementation</b>                               | <b>May-14</b>      | <b>Jun-16</b>      |
| Task 4 a   | Construction Contracting  | May-14             | Jul-15             |
| Task 4 b   | Mobilization and Site Preparation                                     | Jul-14             | Jul-16             |
| Task 4 c   | Project Construction  | Jul-14             | Jul-16             |
| Task 4 d   | Performance Testing and Demobilization                                | Jul-14             | Jul-16             |
| Task 4 e   | Environmental Compliance/ Mitigation/ Enhancement                     | Jul-14             | Jul-16             |
| Task 4 f   | Construction Administration   | Jul-14             | Jul-16             |

| <b>Phase 12 Regional Groundwater Protection and Recovery Project Phase 1B - South Westside Basin</b> |   |                    |                  |
|--|---|--------------------|------------------|
| <b>Category</b>  |   | <b>Start Date</b>  | <b>End Date</b>  |
| <b>Task 1</b>  | <b>(a) Direct Project Administration</b>                              | <b>October-13</b>  | <b>August-16</b> |
| Task 1 a   | Project Administration  | October-13         | August-16        |
| Task 1 b   | Quarterly Progress Report   | October-13         | August-16        |
| Task 1 c   | Invoices  | October-13         | August-16        |
| Task 1 d   | Draft and Final Project Completion Report                             | October-13         | August-16        |
| Task 1 e   | Labor Compliance Plan   | October-13         | December-13      |
| <b>Task 2</b>  | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>         | <b>N/A</b>       |
| <b>Task 3</b>  | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>December-12</b> | <b>April-16</b>  |
| Task 3 a   | Assessment and Evaluation   | October-13         | April-14         |
| Task 3 b   | Planning/ Design/ Engineering   | October-13         | April-14         |
| Task 3 c   | Environmental Documentation   | January-13         | April-14         |
| Task 3 d   | Permitting  | December-12        | April-16         |
| Task 3 e   | Project Monitoring Plan   | Jun-14             | Dec-14           |
| <b>Task 4</b>  | <b>(d) Construction/ Implementation</b>                               | <b>Apr-14</b>      | <b>Apr-16</b>    |
| Task 4 a   | Construction Contracting  | Apr-14             | May-14           |
| Task 4 b   | Mobilization and Site Preparation                                     | Jun-14             | Aug-14           |
| Task 4 c   | Project Construction  | Sep-14             | Jan-16           |
| Task 4 d   | Performance Testing and Demobilization                                | Jan-16             | Jan-16           |
| Task 4 e   | Environmental Compliance/ Mitigation/ Enhancement                     | Jun-14             | Apr-16           |

| Task 1 - (a) Direct Project Administration                              |  |             |              |
|---|--|-------------|--------------|
| Task  | Category   | Start Date  | End Date     |
| Task 1  | (a) Direct Project Administration                              | October-13  | July-16      |
| Task 1 a  | Project Administration   | October-13  | July-16      |
| Task 1 b  | Quarterly Progress Report                                      | October-13  | July-16      |
| Task 1 c  | Invoices   | October-13  | November-16  |
| Task 1 d  | Draft and Final Project Completion Report                      | October-13  | November-16  |
| Task 1 e  | Labor Compliance Plan  | October-13  | January-16   |
| Task 2 - (b) Land Purchase/ Easement                                    |  |             |              |
| Task 2  | (b) Land Purchase/ Easement                                    | January-12  | August-14    |
| Task 3 - (c) Planning/ Design/ Engineering/ Environmental Documentation |  |             |              |
| Task 3  | (c) Planning/ Design/ Engineering/ Environmental Documentation | November-10 | September-13 |
| Task 3 a  | Assessment and Evaluation                                      | November-10 | January-12   |
| Task 3 b  | Planning/ Design/ Engineering                                  | November-10 | September-13 |
| Task 3 c  | Environmental Documentation                                    | January-13  | December-14  |
| Task 3 d  | Permitting   | May-14      | November-16  |
| Task 3 e  | Project Monitoring Plan  | June-14     | November-16  |
| Task 4 - (d) Construction/ Implementation                               |  |             |              |
| Task 4  | (d) Construction/ Implementation                               | Jul-14      | Jul-16       |
| Task 4 a  | Construction Contracting                                       | Jul-14      | Nov-14       |
| Task 4 b  | Mobilization and Site Preparation                              | Dec-14      | Jul-15       |
| Task 4 c  | Project Construction   | Feb-15      | Jun-16       |
| Task 4 d  | Performance Testing and Demobilization                         | Nov-15      | Jul-16       |
| Task 4 e  | Environmental Compliance/ Mitigation/ Enhancement              | Dec-14      | Jul-16       |
| Task 4 f  | Construction Administration                                    | Dec-13      | Jul-16       |

| Task 1 - (a) Direct Project Administration                              |  |            |              |
|---|--|------------|--------------|
| Task  | Category   | Start Date | End Date     |
| Task 1  | (a) Direct Project Administration                              | October-13 | September-17 |
| Task 1 a  | Project Administration   | October-13 | September-17 |
| Task 1 b  | Quarterly Progress Report                                      | October-13 | September-17 |
| Task 1 c  | Invoices   | October-13 | September-17 |
| Task 1 d  | Draft and Final Project Completion Report                      | October-13 | September-17 |
| Task 1 e  | Labor Compliance Plan  | October-13 | September-15 |
| Task 2 - (b) Land Purchase/ Easement                                    |  |            |              |
| Task 2  | (b) Land Purchase/ Easement                                    | N/A        | N/A          |
| Task 3 - (c) Planning/ Design/ Engineering/ Environmental Documentation |  |            |              |
| Task 3  | (c) Planning/ Design/ Engineering/ Environmental Documentation | October-13 | December-14  |
| Task 3 a  | Assessment and Evaluation                                      | October-13 | March-14     |
| Task 3 b  | Planning/ Design/ Engineering                                  | April-14   | September-14 |
| Task 3 c  | Environmental Documentation                                    | January-14 | October-14   |
| Task 3 d  | Permitting   | April-14   | October-14   |
| Task 3 e  | Project Monitoring Plan  | June-14    | December-14  |
| Task 4 - (d) Construction/ Implementation                               |  |            |              |
| Task 4  | (d) Construction/ Implementation                               | August-14  | September-17 |
| Task 4 a  | Construction Contracting                                       | Aug-14     | Sep-14       |
| Task 4 b  | Mobilization and Site Preparation                              | Nov-14     | Nov-14       |
| Task 4 c  | Project Construction   | Dec-14     | Apr-15       |
| Task 4 d  | Performance Testing and Demobilization                         | May-15     | Sep-17       |
| Task 4 e  | Environmental Compliance/ Mitigation/ Enhancement              | Oct-14     | Apr-15       |
| Task 4 f  | Construction Administration                                    | Oct-14     | Apr-15       |



| Category      |   | Start Date        | End Date          |
|---------------|---|-------------------|-------------------|
| <b>Task 1</b> | <b>(a) Direct Project Administration</b>                              | <b>October-13</b> | <b>January-17</b> |
| Task 1 a      | Project Administration  | October-13        | January-17        |
| Task 1 b      | Quarterly Progress Report   | October-13        | January-17        |
| Task 1 c      | Invoices  | October-13        | January-17        |
| Task 1 d      | Draft and Final Project Completion Report                             | October-13        | January-17        |
| Task 1 e      | Labor Compliance Plan   | October-13        | August-16         |
| <b>Task 2</b> | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>        | <b>N/A</b>        |
| <b>Task 3</b> | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>October-13</b> | <b>July-16</b>    |
| Task 3 a      | Assessment and Evaluation   | October-13        | July-16           |
| Task 3 b      | Planning/ Design/ Engineering   | October-13        | July-16           |
| Task 3 c      | Environmental Documentation   | January-14        | July-14           |
| Task 3 d      | Permitting  | January-16        | June-16           |
| Task 3 e      | Project Monitoring Plan   | June-14           | December-14       |
| <b>Task 4</b> | <b>(d) Construction/ Implementation</b>                               | <b>July-14</b>    | <b>August-16</b>  |
| Task 4 a      | Construction Contracting  | Jul-14            | Aug-16            |
| Task 4 b      | Mobilization and Site Preparation                                     | Jul-14            | Aug-16            |
| Task 4 c      | Project Construction  | Jul-14            | Aug-16            |
| Task 4 d      | Performance Testing and Demobilization                                | Jul-14            | Aug-16            |
| Task 4 e      | Environmental Compliance/ Mitigation/ Enhancement                     | Jul-14            | Aug-16            |
| Task 4 f      | Construction Administration   | Jul-14            | Aug-16            |

| Category      |   | Start Date        | End Date         |
|---------------|---|-------------------|------------------|
| <b>Task 1</b> | <b>(a) Direct Project Administration</b>                              | <b>October-13</b> | <b>August-17</b> |
| Task 1 a      | Project Administration  | October-13        | August-17        |
| Task 1 b      | Quarterly Progress Report   | October-13        | August-17        |
| Task 1 c      | Invoices  | October-13        | August-17        |
| Task 1 d      | Draft and Final Project Completion Report                             | October-13        | August-17        |
| Task 1 e      | Labor Compliance Plan   | October-13        | June-17          |
| <b>Task 2</b> | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>        | <b>N/A</b>       |
| <b>Task 3</b> | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>October-13</b> | <b>August-16</b> |
| Task 3 a      | Assessment and Evaluation   | October-14        | May-15           |
| Task 3 b      | Planning/ Design/ Engineering   | June-15           | October-15       |
| Task 3 c      | Environmental Documentation   | May-15            | August-15        |
| Task 3 d      | Permitting  | N/A               | N/A              |
| Task 3 e      | Project Monitoring Plan   | July-14           | April-15         |
| <b>Task 4</b> | <b>(d) Construction/ Implementation</b>                               | <b>May-15</b>     | <b>Jun-17</b>    |
| Task 4 a      | Construction Contracting  | Jan-16            | Apr-16           |
| Task 4 b      | Mobilization and Site Preparation                                     | May-16            | Sep-16           |
| Task 4 c      | Project Construction  | Aug-16            | Sep-16           |
| Task 4 d      | Performance Testing and Demobilization                                | May-15            | Sep-16           |
| Task 4 e      | Environmental Compliance/ Mitigation/ Enhancement                     | May-15            | May-17           |
| Task 4 f      | Construction Administration   | Jan-16            | Sep-16           |

| <b>Category</b> |   |  |  | <b>Start Date</b> | <b>End Date</b>    |
|-----------------|---|--|--|-------------------|--------------------|
| <b>Task 1</b>   | <b>(a) Direct Project Administration</b>                              |  |  | <b>October-13</b> | <b>December-17</b> |
| Task 1 a        | Project Administration  |  |  | October-13        | December-17        |
| Task 1 b        | Quarterly Progress Report   |  |  | October-13        | December-17        |
| Task 1 c        | Invoices  |  |  | October-13        | December-17        |
| Task 1 d        | Draft and Final Project Completion Report                             |  |  | October-13        | December-17        |
| Task 1 e        | Labor Compliance Plan   |  |  | October-13        | September-15       |
| <b>Task 2</b>   | <b>(b) Land Purchase/ Easement</b>                                    |  |  | <b>October-13</b> | <b>March-14</b>    |
| <b>Task 3</b>   | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> |  |  | <b>January-12</b> | <b>July-15</b>     |
| Task 3 a        | Assessment and Evaluation   |  |  | August-13         | October-13         |
| Task 3 b        | Planning/ Design/ Engineering   |  |  | October-13        | July-15            |
| Task 3 c        | Environmental Documentation   |  |  | January-13        | July-14            |
| Task 3 d        | Permitting  |  |  | January-12        | July-15            |
| <b>Task 4</b>   | <b>(d) Construction/ Implementation</b>                               |  |  | <b>June-15</b>    | <b>December-17</b> |
| Task 4 a        | Construction Contracting  |  |  | Jun-15            | Jul-15             |
| Task 4 b        | Mobilization and Site Preparation                                     |  |  | Aug-15            | Aug-15             |
| Task 4 c        | Project Construction  |  |  | Sep-15            | Oct-15             |
| Task 4 d        | Performance Testing and Demobilization                                |  |  | Dec-15            | Dec-17             |
| Task 4 e        | Environmental Compliance/ Mitigation/ Enhancement                     |  |  | Jul-15            | Dec-17             |
| Task 4 f        | Construction Administration   |  |  | Jul-15            | Dec-17             |

| <b>Category</b> |   |  |  | <b>Start Date</b>   | <b>End Date</b> |
|-----------------|---|--|--|---------------------|-----------------|
| <b>Task 1</b>   | <b>(a) Direct Project Administration</b>                              |  |  | <b>February-14</b>  | <b>March-18</b> |
| Task 1 a        | Project Administration  |  |  | February-14         | March-18        |
| Task 1 b        | Quarterly Progress Report   |  |  | October-14          | January-18      |
| Task 1 c        | Invoices  |  |  | October-14          | March-18        |
| Task 1 d        | Draft and Final Project Completion Report                             |  |  | November-16         | March-18        |
| Task 1 e        | Labor Compliance Plan   |  |  | March-15            | March-18        |
| <b>Task 2</b>   | <b>(b) Land Purchase/ Easement</b>                                    |  |  | <b>N/A</b>          | <b>N/A</b>      |
| <b>Task 3</b>   | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> |  |  | <b>September-08</b> | <b>May-16</b>   |
| Task 3 a        | Plans, Specifications, Engineer's Cost Estimates                      |  |  | September-08        | March-16        |
| Task 3 b        | Environmental Documentation   |  |  | September-08        | March-15        |
| Task 3 c        | Permit Acquisition  |  |  | October-14          | May-16          |
| <b>Task 4</b>   | <b>(d) Construction/ Implementation</b>                               |  |  | <b>March-15</b>     | <b>March-18</b> |
| Task 4 a        | SWPPP   |  |  | Mar-15              | Jan-18          |
| Task 4 b        | Construction Phase Administration and Engineering                     |  |  | May-15              | Jun-17          |
| Task 4 c        | Project Construction  |  |  | May-15              | Jan-18          |
| Task 4 d        | Dam Removal and Channel Restoration                                   |  |  | Oct-15              | Jan-18          |
| Task 4 e        | Post Construction Monitoring and Reporting                            |  |  | Mar-15              | Mar-18          |

| <b>Project 19: Students and Teachers Restoring a Watershed (STRAW) Project</b> |   |                     |                     |
|--|---|---------------------|---------------------|
| <b>Category</b>  |   | <b>Start Date</b>   | <b>End Date</b>     |
| <b>Task 1</b>  | <b>(a) Direct Project Administration</b>                              | <b>September-08</b> | <b>December-18</b>  |
| Task 1 a   | Project Administration  | September-08        | December-18         |
| Task 1 b   | Quarterly Progress Report   | September-08        | December-18         |
| Task 1 c   | Invoices  | September-08        | December-18         |
| Task 1 d   | Draft and Final Project Completion Report                             | September-08        | December-18         |
| <b>Task 2</b>  | <b>(b) Land Purchase/ Easement</b>                                    | <b>N/A</b>          | <b>N/A</b>          |
| <b>Task 3</b>  | <b>(c) Planning/ Design/ Engineering/ Environmental Documentation</b> | <b>September-08</b> | <b>September-18</b> |
| <b>Task 4</b>  | <b>(d) Construction/ Implementation</b>                               | <b>September-08</b> | <b>September-18</b> |
| Task 4 a   | Professional Development Workshops                                    | September-08        | September-18        |
| Task 4 b   | Classroom Activities  | September-08        | September-18        |
| Task 4 c   | Restoration Project Construction                                      | September-08        | September-18        |
| Task 4 d   | Maintenance and Monitoring  | September-08        | September-18        |

| <b>Project 20: Grant Administration</b> |  |                    |                    |
|---|--|--------------------|--------------------|
| <b>Category</b>                         |  | <b>Start Date</b>  | <b>End Date</b>    |
| <b>Task 1</b>                           | <b>(a) Direct Project Administration</b> | <b>February-14</b> | <b>December-18</b> |
| Task 1 a                                | Direct Program Administration            | February-14        | December-18        |
| Task 1 b                                | Reporting                                | February-14        | December-18        |
| Task 1 c                                | Invoices                                 | February-14        | December-18        |

**EXHIBIT D**  
**STANDARD CONDITIONS****D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

**D.2) ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Projects or using any data and/or information developed under this Grant Agreement. During construction of each project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

**D.3) AIR OR WATER POLLUTION VIOLATION:** Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**D.4) AMENDMENT:** This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

**D.5) AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.6) APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

**D.7) AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of Projects, with the costs of such audit borne by State. After completion of the Projects, State may require Grantee to conduct a final audit to State's specifications,

at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 14 or take any other action it deems necessary to protect its interests.

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

- D.8) BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Proposition 84 Implementation Grant Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.9) CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Exhibit A, Work Plan, and shall use the services of one of these organizations whenever feasible.
- D.10) CEQA:** Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:  
Environmental Information: <http://ceres.ca.gov/ceqa/>  
California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>
- D.11) CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.12) CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.13) COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.

- D.14) COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.15) CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
  - d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16) DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.17) DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.18) DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).

- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - i) The dangers of drug abuse in the workplace,
  - ii) Grantee's policy of maintaining a drug-free workplace,
  - iii) Any available counseling, rehabilitation, and employee assistance programs, and
  - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  - i) Will receive a copy of Grantee's drug-free policy statement, and
  - ii) Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
- D.20) GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- D.21) GRANTEE NAME CHANGE:** Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- D.22) GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.23) INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Projects and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.
- D.24) INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to each Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.



- D.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A, "Scope of Work Plan" and to apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.34) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Projects, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 19, "Submissions of Reports" as follows: At such time as the "Project Completion Report" required under Paragraph 19 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.38) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §6250 *et seq.* Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) STATE REVIEWS:** The parties agree that review or approval of projects applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the projects.
- D.41) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- Grantee, its contractors, or subcontractors have made a false certification, or
  - Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part

thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

- D.43) TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 14, the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14.
- D.45) TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

**EXHIBIT E  
AUTHORIZING RESOLUTION**

**ASSOCIATION OF BAY AREA GOVERNMENTS  
EXECUTIVE BOARD**

**RESOLUTION NO. 2013 01-13**

**AUTHORIZING THE EXECUTIVE DIRECTOR OR DESIGNEE, TO SUBMIT AN  
APPLICATION AND EXECUTE AN AGREEMENT WITH THE CALIFORNIA  
DEPARTMENT OF WATER RESOURCES ON BEHALF OF THE SAN FRANCISCO  
BAY REGION IRWMP PROJECT PROPONENTS**

**WHEREAS**, the Association of Bay Area Governments (ABAG) is the home agency for the San Francisco Estuary Partnership SFEP, a coalition of resource agencies, non-profits, citizens, and scientists working to protect, restore, and enhance water quality and fish and wildlife habitat in and around the San Francisco Bay Delta Estuary, and

**WHEREAS**, ABAG is eligible to apply to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and

**WHEREAS**, the ABAG Executive Board adopted the San Francisco Bay Integrated Regional Water Management Plan to encourage integrated regional strategies for management of water resources and to provide funding for implementation projects that support the plan by Resolution No. 11-06; and

**WHEREAS**, the Coordinating Committee (CC), the Regional Water Management Group for the Bay Area IRWMP, selected ABAG/SFEP to be the Applicant for the next round of IRWMP Proposition 84 Round 2 funding and selected 20 regionally located projects for this application; and

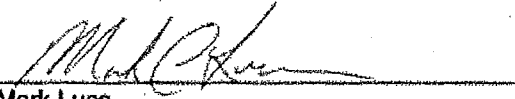
**WHEREAS**, the total amount of state funding requested under the grant application is \$20,000,000 and \$5,000,000 in project match will be met by project partners and SFEP from compatible grants or in-kind services.

Resolved by the Executive Board of the Association of Bay Area Governments (ABAG), that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and to enter into an agreement to receive a grant for the San Francisco Bay IRWM Prop 84 Round 2 Implementation Projects Initiative. The Executive Director, or designee, of the Association of Bay Area Governments is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

**ASSOCIATION OF BAY AREA GOVERNMENTS  
RESOLUTION NO. 01-13**


**NOW THEREFORE BE IT RESOLVED**, by the Executive Board of the Association of Bay Area Governments that application be made to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et/seq.), and to enter into an agreement to receive a grant for the San Francisco Bay IRWM Prop 84 Round 2 Implementation Projects Initiative. The Executive Director, or designee, of the Association of Bay Area Governments is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

The foregoing was adopted by the Executive Board this 17<sup>th</sup> day of January, 2013.

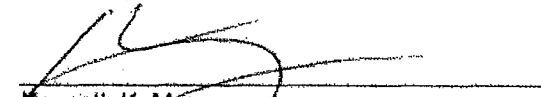
  
\_\_\_\_\_  
Mark Luce  
President

**Certification of Executive Board Approval**

I, the undersigned, the appointed and qualified Secretary-Treasurer of the Association of Bay Area Governments (Association), do hereby certify that the foregoing resolution was adopted by the Executive Board of the Association at a duly called meeting held on the 17<sup>th</sup> day of January, 2013.

  
\_\_\_\_\_  
Ezra Rapport  
Secretary-Treasurer

**Approved as To Legal Form**

  
\_\_\_\_\_  
Kenneth K. Moy  
Legal Counsel

**EXHIBIT F**  
**LOCAL PROJECT SPONSORS**

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

| <b>Local Sponsor Agency Designations</b> |  |   |   |
|--|--|---|---|
| <b>Sponsored Project</b>                 |  | <b>Sponsor Agency</b>                     | <b>Agency Address</b>   |
| 1  | Bay Area Regional Conservation and Education Program   | Solano County Water Agency                | 810 Vaca Valley Parkway, Ste. 203, Vacaville, CA 95688  |
| 2  | East Bayshore Recycled Water Project Phase 1A (Emeryville)   | East Bay Municipal Utility District       | Office of Water Recycling<br>375 11th Street, MS 804<br>Oakland, CA 94607-4240  |
| 3  | Lagunitas Creek Watershed Sediment Reduction and Management Project  | Marin Municipal Water District            | 220 Nellen Avenue<br>Corte Madera, CA 94925-1169  |
| 4  | Marin/Sonoma Conserving Our Watersheds: Agricultural BMP Projects  | Marin Resource Conservation District      | 80 Fourth St, Suite 202<br>P.O. Box 1146<br>Point Reyes Station, CA 94956   |
| 5  | Napa Milliken Creek Flood Damage Reduction and Fish Passage Barrier Removal                                  | Napa County                               | Napa County, 804 First Street,<br>Napa, CA 94559<br>Attn: Richard Thomasser   |
| 6  | North Bay Water Reuse Program – Sonoma Valley CSD 5th Street East/McGill Road Recycled Water Project         | Sonoma Valley County Sanitation District  | Sonoma Valley County Sanitation District<br>404 Aviation Blvd.<br>Santa Rosa, CA 95403  |
| 7  | Oakland Sausal Creek Restoration Project   | City of Oakland                           | Oakland Public Works Department<br>Watershed and Stormwater Program<br>250 Frank Ogawa Plaza<br>Suite 4314<br>Oakland, CA 94612 |
| 8  | Pescadero Water Supply and Sustainability Project  | San Mateo County                          | Dept. of Public Works & Parks<br>555 County Center, 5th Floor<br>Redwood City, CA 94063-1665                                    |
| 9  | Petaluma Flood Reduction, Water & Habitat Quality, and Recreation Project for Capri Creek                    | City of Petaluma                          | 202 North McDowell Boulevard,<br>Petaluma, CA 94954   |
| 10                                       | Redwood City Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project           | City of Redwood City                      | 1017 Middlefield Road Redwood City, CA 94063  |
| 11                                       | Regional Groundwater Storage and Recovery Project Phase 1A - South Westside Basin, Northern San Mateo County | San Francisco Public Utilities Commission | Water Resources Division<br>525 Golden Gate Ave, 10th Flr<br>San Francisco, CA 94102  |
| 12                                       | Richmond Breuner Marsh Restoration Project   | East Bay Regional Park District           | East Bay Regional Park District<br>P.O. Box 5381<br>Oakland, CA 94605   |
| 13                                       | Roseview Heights Infrastructure Upgrades for Water Supply and Quality Improvement, Santa Clara County        | Roseview Mutual Water Company             | 302F Toyon Ave, #270<br>San Jose, CA 95127  |

|    |   |   |   |
|----|---|---|---|
| 14 | San Francisco Bay Climate Change Pilot Projects Combining Ecosystem Adaptation, Flood Risk Management and Wastewater Effluent Polishing | Association of Bay Area Governments                 | 101-8th Street<br>Oakland, CA 94604-2050          |
| 15 | San Francisco International Airport Reclaimed Water Facility  | San Francisco International Airport                 | P.O. Box 8097 San Francisco, CA 94128             |
| 16 | San José Green Streets & Alleys Demonstration Projects  | City of San Jose                                    | 200 E. Santa Clara Street<br>San Jose, CA 95113   |
| 17 | San Pablo Rheem Creek Wetlands Restoration Project  | Contra Costa Water District                         | 2411 Bisso Lane<br>Concord, CA 94520              |
| 18 | St. Helena Upper York Creek Dam Removal and Ecosystem Restoration Project   | City of St. Helena                                  | 1480 Main Street<br>St. Helena, CA 94574          |
| 19 | Students and Teachers Restoring a Watershed (STRAW) Project—North and East Bay Watersheds   | Students and Teachers Restoring a Watershed (STRAW) | 3820 Cypress Dr. #11<br>Petaluma, CA 94954        |
| 20 | ABAG Grant Administration   | Association of Bay Area Governments                 | 1515 Clay Street, Suite 1400<br>Oakland, CA 94612 |

**EXHIBIT G**  
**REPORT FORMATS AND REQUIREMENTS**

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

**PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, describe the work performed including:

**Project Status**

Describe the work performed during the time period covered by the report, organized by Exhibit A, "Work Plan" tasks/subtasks/categories, including but not limited to:

- Updates on all ongoing tasks.
- Estimates of the percent (%) complete.
- Discussion of any project related work completed this reporting period.
- Milestones or deliverables completed/submitted.
- Impediments to completion of any task.
- Photos documenting progress.

**Cost Information**

For each project provide the following:

- A comparison of project task(s) percent complete with percent invoiced.
- A list of any changes approved to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

**Schedule Information**

A list of any changes approved to the Schedule in accordance with Grant Agreement and a revised schedule, by task, if changed from latest reported schedule.

**Anticipated Activities Next Quarter**

Provide a description of anticipated activities for the next quarterly reporting period.

**PROJECT COMPLETION REPORT**

Project Completion Reports shall generally use the following format.

**Executive Summary**

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

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

**Reports and/or Products**

The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)

- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

#### **Costs and Dispositions of Funds**

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
  - Project cost information, shown by material, equipment, labor costs, and any change orders
  - Any other incurred cost detail
  - A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

#### **Additional Information**

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress as shown in Exhibit B.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

#### **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

##### **Executive Summary**

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

##### **Reports and/or products**

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.



- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

**Cost & Disposition of Funds Information**

- A summary of final funds disbursement for each project.

**Additional Information**

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

**POST-PERFORMANCE REPORT**

Report should be concise, and focus on how (each/the) project is actually performing compared to its expected performance; whether the project is being operated and maintained, and providing intended benefits as proposed.

**Reports and/or products**

- Time period of the annual report (i.e., Oct 2014 through September 2015)
- Short project description
- Discussion of the project benefits
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement
- Any additional information relevant to or generated by the continued operation of the project

**EXHIBIT H**  
**REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL**

**Surface and Groundwater Quality Data**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/water\\_issues/programs/gama/](http://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [http://www.swrcb.ca.gov/water\\_issues/programs/gama/contact.shtml](http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml).

**Groundwater Level Data**

Grantee shall submit to DWR groundwater level data collected as part of this grant. Water level data must be submitted using the California Statewide Groundwater Elevation Monitoring (CASGEM) online data submission system. Grantee should use their official CASGEM Monitoring Entity or Cooperating Agency status to gain access to the online submittal tool and submit data. If the data is from wells that are not part of the monitoring network, the water level measurements should be classified as voluntary measurements in the CASGEM system. If the grantee is not a Monitoring Entity or Cooperating Agency, please contact your DWR grant project manager for further assistance with data submittal. The activity of data submittal should be documented in appropriate progress or final project reports, as described in Exhibit G. Information regarding the CASGEM program can be found at <http://www.water.ca.gov/groundwater/casgem/>.

**EXHIBIT I**  
**STATE AUDIT DOCUMENT REQUIREMENTS AND FUNDING MATCH GUIDELINES**  
**FOR GRANTEES**

**State Audit Document Requirements**

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

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

State Funding:

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

Contracts:

1. All subcontractor and consultant contracts and related, if applicable.
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project.

Invoices:

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

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips or bank statements showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement.

Accounting Records:

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

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files.
2. All Grant Agreement related correspondence.

**Funding Match Guidelines**

Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed or items contributed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of Exhibit A "Work Plan" (examples: volunteer services, equipment use, and facilities). The cost of in-kind service can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting funding match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
  - a. Detailed description of the contributed item(s) or service(s)
  - b. Purpose for which the contribution was made (tied to Grant Agreement Exhibit A "Work Plan")
  - c. Name of contributing organization and date of contribution
  - d. Real or approximate value of contribution. Who valued the contribution and how the value was determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #2, below)
  - e. For contributed labor, the person's name, the work performed, the number of hours contributed, and the pay rate applied
  - f. If multiple sources exist, these should be summarized on a table with summed charges
  - g. Source of contribution and whether it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the State funded Program/Project under the Grant Agreement.
4. Cash contributions made to a Program/Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the Grantee's accounting systems.

**EXHIBIT J**  
**PROJECT MONITORING PLAN COMPONENTS**

**Introduction**

- Goals and objectives of projects
- Site location and history
- Improvements implemented

**Project Monitoring Plan**

- Monitoring Metrics (ex: Plant establishment, bank erosion, hydraulic characteristics, habitat expansion)
- Maintenance Metrics (ex: irrigation, pest management, weed abatement, continuous invasive species removal until natives established)
- Special Environmental Considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)
- Performance Measures, or success/failure criteria monitoring results measured against (ex: percent canopy cover after 1, 5, 10 years, water temperature decrease, site specific sediment scour or retention)
- Method of Reporting (ex: paper reports, online databases, public meetings)
- Frequency of Duration Monitoring and Reporting (daily, weekly, monthly, yearly)
- Frequency and Duration of Maintenance Activities
- Responsible Party (who is conducting monitoring and/or maintenance) Implementing responsibility (i.e., who is responsible for monitoring and maintenance)
- Adaptive Management Strategies (i.e., what happens when routine monitoring or maintenance encounters a problem)



## PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 14-0184

WHEREAS, San Francisco Public Utilities Commission (SFPUC) staff have developed a project description under Water System Improvement Program (WSIP) for improvements to the regional water supply system, otherwise known as Project No. CUW30103, Regional Groundwater Storage and Recovery; and

WHEREAS, the primary objective of the Project is to provide additional dry-year regional water supply. Specific objectives of the Project are to:

- Conjunctively manage the South Westside Groundwater Basin through the coordinated use of SFPUC surface water and groundwater pumped by Daly City, San Bruno, and California Water Service Company (Participating Pumpers);
- Provide supplemental SFPUC surface water to the Participating Pumpers in normal and wet years, resulting in a corresponding reduction of groundwater pumping, which allows for in-lieu recharge of the South Westside Groundwater Basin;
- Increase dry-year and emergency pumping capacity of the South Westside Groundwater Basin by up to an average annual volume of 7.2 million gallons per day;
- Provide a new dry-year groundwater supply for SFPUC customers and increase water supply reliability during the 8.5-year design drought cycle; and

WHEREAS, A Final Environmental Impact Report for the Regional Groundwater Storage and Recovery Project, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program were adopted by this Commission on August 12, 2014 by Resolution No. 14-0127; and

WHEREAS, On behalf of numerous local public agencies including the SFPUC, the Association of Bay Area Governments (ABAG) applied for a Proposition 84 Integrated Regional Water Management Program Grant from the State of California, Department of Water Resources (DWR) to help fund the implementation and operation of 19 local, subregional, and regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects to be carried out by the participating agencies; and

WHEREAS, DWR awarded ABAG a grant of \$20,000,000 in State funds, requiring an estimated \$14,428,997 in agency matching funds. Each of the participating agencies is responsible for the cost-share match of at least 25% required under the DWR agreement with ABAG; and

WHEREAS, DWR and ABAG have entered into Grant Agreement No. 4600010575, whereby State grant funds will be disbursed by DWR to ABAG, the fiscal agent for the grant funds, on a reimbursement basis; and

WHEREAS, The State permits ABAG to disburse State grant funds to participating agencies; and

WHEREAS, ABAG wishes to pass State grant funds through to the SFPUC to use for the implementation of the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Basin, Northern San Mateo County to carry out the purposes of the State grant; and

WHEREAS, The SFPUC desires to receive State Grant funds, and is willing to cooperate in fulfilling ABAG's obligations under the State grant requirements; and

WHEREAS, The SFPUC and ABAG desire to enter into a grant implementation agreement in which ABAG agrees to disburse the grant funds to the SFPUC for implementation of the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Basin, Northern San Mateo County in accordance with the provisions of the implementation agreement; and

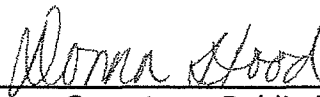
WHEREAS, The SFPUC's total estimated project cost is 3,422,261, of which \$1,400,000 will be provided through State grant funds, with the SFPUC's estimated cost-share being \$2,022,261; and

WHEREAS, The State grant funds for the implementation of the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Basin, Northern San Mateo County are not to exceed \$1,400,000; and

WHEREAS, The SFPUC cost share funds for implementation of the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Basin, Northern San Mateo County are available in WSIP Project CUW30103; now, therefore, be it

RESOLVED, That this Commission hereby authorizes the General Manager of the San Francisco Public Utilities Commission to execute an Agreement with the Association of Bay Area Governments for the purpose of disbursing State grant funds to the San Francisco Public Utilities Commission for implementation of the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Basin, Northern San Mateo County for an amount not to exceed \$1,400,000, with estimated matching funds of \$2,022,261 available in WSIP Project CUW30103.

*I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of November 12, 2014.*



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Secretary, Public Utilities Commission



**File Number:** \_\_\_\_\_

(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: **Round 2 Proposition 84 Integrated Regional Water Management Grant Funds from the California Department of Water Resources**
2. Department: **SFPUC**
3. Contact Person: **Erin Hagan** Telephone: **(415) 554-0706**
4. Grant Approval Status (check one):  
 Approved by funding agency                       Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$ 1,400,000**
6. a. Matching Funds Required: **\$ 2,022,261**  
b. Source(s) of matching funds (if applicable):  
**Funds for the SFPUC match will come from Water System Improvement Program (WSIP) Project CUW30103**
7. a. Grant Source Agency: **California Department of Water Resources**  
b. Grant Pass-Through Agency (if applicable):
8. Proposed Grant Project Summary:

On behalf of numerous local public agencies including the SFPUC, ABAG applied for a Proposition 84 Integrated Regional Water Management Program Grant from the State of California, Department of Water Resources (DWR) to help fund the implementation and operation of 19 local, subregional, and regional water conservation, water recycling, ecosystem restoration, green infrastructure, and flood management-watershed projects to be carried out by the participating agencies.

DWR awarded ABAG a grant of \$20,000,000 in State funding, requiring an estimated \$14,428,997 in agency matching funds. Each of the participating agencies is responsible for the cost-share match of at least 25% required under the DWR agreement with ABAG. Expenditure of matching funds may include costs incurred since September 30, 2008.

DWR and ABAG entered into a grant agreement in July 2014, whereby State grant funds will be disbursed by DWR to ABAG, the fiscal agent for the grant funds, on a reimbursement basis. With Commission authorization, the SFPUC and ABAG will enter into a grant implementation agreement in which ABAG agrees to disburse the grant funds to the SFPUC for implementation of the Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Basin, Northern San Mateo County in accordance with the implementation agreement.

Under Phase 1A of this Project, five groundwater wells will be constructed in Daly City, Colma, and South San Francisco. Work in Phase 1A consists of well drilling (to approximately 550 to 750 feet deep), construction, development and pump testing.

The Regional Groundwater Storage and Recovery Project is part of the SFPUC's Water System improvement Program, with the goal of developing local groundwater supply for use during drought conditions. When completed and operational, the Project will store up to 60,500 acre-feet in the South Westside Groundwater Basin, a capacity that would provide approximately 7.5 years of dry-year supply.

The estimated cost of Phase 1A for the purpose of this grant agreement is \$3,452,261, of which \$1,400,000 will be provided through State grant funding. The estimated SFPUC cost share of \$2,022,261 will be paid from funds available in WSIP Project CUW30103.

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

Start-Date: **February 1, 2015**

End-Date: **The Regional Groundwater Storage and Recovery Project Phase 1A – South Westside Basin, Northern San Mateo County is expected to be completed in July 31, 2016. The duration of this agreement will terminate when the SFPUC's obligations under the Agreement have been fully satisfied, no later than December 31, 2018.**

10. a. Amount budgeted for contractual services: **\$3,452,261**  
b. Will contractual services be put out to bid? **Yes**  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **The overall project has a LBE goal of 14%**  
d. Is this likely to be a one-time or ongoing request for contracting out? **One time**
11. a. Does the budget include indirect costs?  
[ ] Yes [X] 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 [X] 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?  
**The indirect costs would be \$460,000 that includes costs for design, environmental review, and construction management.**
12. Any other significant grant requirements or comments:

**\*\*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 type="checkbox"/> Existing Site(s)      | <input 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:

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Date Reviewed: \_\_\_\_\_ (Signature Required)

Department Head or Designee Approval of Grant Information Form:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Date Reviewed: \_\_\_\_\_ (Signature Required)





**San Francisco  
Water Power Sewer**  
Services of the San Francisco Public Utilities Commission

525 Golden Gate Avenue, 12th Floor  
San Francisco, CA 94102  
T 415.554.3155  
F 415.554.3161  
TTY 415.554.3488

November 13, 2014

The Honorable Edwin M. Lee

The Honorable Board of Supervisors

The Honorable Ben Rosenfield, Controller

**Subject: SFPUC – Regional Groundwater & Recovery Project  
Supplemental Appropriation Request De-obligating \$1,400,000**

Ladies and Gentlemen:

Attached is a completed copy of the Request for Supplemental Appropriation de-obligating \$1,400,000 from the Water System Improvement Program (WSIP), Project CUW301-03 Regional Groundwater and Recovery Project.

The San Francisco Public Utilities through the Association of Bay Area Governments (ABAG) has applied for Proposition 84 Integrated Regional Water Management Grant from the State of California in the amount of \$1,400,000. These grant funds will replace a portion of the current funding for the Regional Groundwater and Recovery Project.

In accordance with Controller's policy, the de-obligation of appropriated project funds must be approved by the Board of Supervisors either through the annual budget process or supplemental appropriation.

This is a companion measure to the grant agreement between the San Francisco Public Utilities Commission and the Association of Bay Area Governments submitted to the Board of Supervisors for approval.

Regards,

Harlan L. Kelly Jr.  
General Manager

Attachments

Edwin M. Lee  
Mayor

Ann Moller Caen  
President

Francesca Vietor  
Vice President

Vince Courtney  
Commissioner

Anson Moran  
Commissioner

Harlan L. Kelly, Jr.  
General Manager



**REQUEST FOR SUPPLEMENTAL APPROPRIATION**

DEPARTMENT SFPUC DIVISION Water DATE 11/13/2014

To the Mayor:

Request is hereby made for supplemental appropriation from the following appropriations(s) or fund(s) in the amount(s) indicated:

| APPROPRIATION NUMBER  | DESCRIPTION OF APPROPRIATION OR FUND    | AMOUNT        |
|---|---|---------------|
| FD/GROUP FD 5WCPF02A<br>DEPT-DIV-SEC WTR0302<br>INDEX 730103BUD<br>CHAR/SUB-OBJ 06700 | REGIONAL GROUNDWATER STORAGE & RECOVERY | (\$1,400,000) |

to the credit of the following appropriation(s) or fund(s) in the amount(s) indicated:

| APPROPRIATION NUMBER  | DESCRIPTION OF APPROPRIATION OR FUND | AMOUNT REQUESTED | AMOUNT APPROVED MAYOR |
|---|--------------------------------------|------------------|-----------------------|
| FD/GROUP FD 5WCPF02A<br>DEPT-DIV-SEC WTRAA<br>INDEX *WTR5WCPF02A<br>CHAR/SUB-OBJ 06700<br>PROJECT CUW3000 | WSIP BOND/COMMERCIAL PAPER EXPENSE   | \$1,400,000      |                       |

There are no surpluses in any of this department's appropriations available for transfer for the requested purposes(s). Complete detail as to the necessity for THIS appropriation is stated below.

**APPLICABLE BOXES MUST BE CHECKED.**

This request includes capital projects (s.o.2020 or 2030); a separate copy has been sent to the Chair, Capital

- Improvement Advisory Committee
- These funds have not been previously requested.
- These funds were previously requested by:  Supplemental Appropriation or
- Budget Estimate and were  reduced or  denied by:  The Mayor, or  The Board of Supervisors.

**CERTIFIED AS TO FACTS AND AMOUNTS AS ABOVE STATED, AND**

RECOMMENDED: Todd Rydstrom (Department Head)  
Todd Rydstrom, AGM Business Services & CFO, SFPUC

APPROVED: Harlan L. Kelly, Jr. (C.A.O., Board or Commission)  
Harlan L. Kelly, Jr., General Manager, SFPUC

Recorded Controller's Budget Division

By \_\_\_\_\_ Date \_\_\_\_\_ Request No. \_\_\_\_\_

**FOR MAYOR'S USE**

To the Controller:

The above request meets with my approval, as indicated above. You are hereby requested to prepare the necessary appropriation ordinance.

APPROVED: Edwin M. Lee By \_\_\_\_\_ Date \_\_\_\_\_  
MAYOR

1 [De-Appropriation and Re-Appropriation - \$1,400,000 of Water System Improvement Program  
 2 for Public Utilities Commission - FY2014-2015]

3 **Ordinance de-appropriating \$1,400,000 in existing Water System Improvement Program**  
 4 **(WSIP) Regional Groundwater & Recovery Project budgets approved by Ordinance 311-**  
 5 **08 and re-appropriating the funds to Water System Improvement Program (WSIP)**  
 6 **Bond/Commercial Paper expense.**

7  
 8 Note: **Unchanged Code text and uncodified text** are in plain Arial font.  
 9 **Additions to Codes** are in *single-underline italics Times New Roman font.*  
 10 **Deletions to Codes** are in *strikethrough italics Times New Roman font.*  
 11 **Board amendment additions** are in double underlined Arial font.  
 12 **Board amendment deletions** are in ~~Arial font.~~  
 13 **Asterisks ( \* \* \* )** indicate the omission of unchanged Code  
 14 subsections or parts of tables.

15 Be it ordained by the People of the City and County of San Francisco:

16 Section 1. The uses of funding outlined below are herein de-appropriated to reflect the  
 17 funding available for Fiscal Year 2014-2015.

18 **Uses De-appropriation**

| Fund                               | Index/Project Code | Subobject        | Description | Amount                      |
|------------------------------------|--------------------|------------------|-------------|-----------------------------|
| 5W CPF 02A                         | 730100BUD          | 06700 Buildings, | Groundwater | (\$1,400,000)               |
| PUC- WATER – 2002                  | CUW301 0100        | Structures, and  | Project     |                             |
| PROPA BOND FUND                    |                    | Improvement      |             |                             |
|                                    |                    | Project-Budget   |             |                             |
| <b>Total USES De-appropriation</b> |                    |                  |             | <b><u>(\$1,400,000)</u></b> |

1 Section 2. The uses of funding outlined below are herein re-appropriated in Subobject  
 2 06700 (Buildings, Structures, and Improvement Project-Budget), and reflect the projected  
 3 uses of funding to support Water System Improvement Program Bond/Commercial Paper  
 4 Expense for Fiscal Year 2014-2015.

5  
 6 **USES Re-appropriation**

| Fund                               | Index/Project Code | Subobject        | Description      | Amount                    |
|------------------------------------|--------------------|------------------|------------------|---------------------------|
| 5W CPF 02A                         | *WTR5WCPF02A       | 06700 Buildings, | WSIP Bond /      | \$1,400,000               |
| PUC- WATER - 2002                  | CUW300 0100        | Structures, and  | Commercial Paper |                           |
| PROPA BOND FUND                    |                    | Improvement      | Expense          |                           |
|                                    |                    | Project-Budget   |                  |                           |
| <b>Total USES Re-appropriation</b> |                    |                  |                  | <b><u>\$1,400,000</u></b> |

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 13  
 14  
 15  
 16 Section 3. The Controller is authorized to record transfers between funds and adjust  
 17 the accounting treatment of sources and uses appropriated in this Ordinance as necessary to  
 18 conform with Generally Accepted Accounting Principles.

19  
 20 APPROVED AS TO FORM:  
 21 DENNIS J. HERRERA, City Attorney

FUNDS AVAILABLE  
 BEN RONSENFIELD, Controller

22 By:   
 23 THOMAS OWEN  
 Deputy City Attorney

By:   
BEN ROSENFIELD  
 Controller