

LOCAL PROJECT SPONSOR AGREEMENT
between
ABAG/SFEP and San Francisco Public Utilities Commission
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT 2014 DROUGHT GRANT
– Department of Water Resources –
Agreement Number 4600010883

Through this Local Project Sponsor Agreement by and between the Association of Bay Area Governments (ABAG), a joint powers authority existing under the laws of the State of California acting on behalf of the San Francisco Estuary Partnership (SFEP), a project sponsored by ABAG and **San Francisco Public Utilities Commission (SFPUC)**, a department of the City and County of **San Francisco**, a California municipal corporation, the parties hereby agree as follows:

RECITALS

- A. Whereas, ABAG applied for a Proposition 84 Integrated Regional Water Management (IRWM) 2014 Drought Grant from the State of California, Department of Water Resources (DWR) to help fund eleven (11) local, subregional and regional projects located within the San Francisco Bay Area IRWM region (Work Plan);
- B. Whereas, in July 2015 DWR and ABAG entered into Agreement No. 4600010883 (Grant Agreement) awarding to ABAG a grant for Thirty-two Million One Hundred Seventy-eight Thousand Four Hundred Twenty-three Dollars (\$32,178,423) in State funding (State Grant) requiring an estimated Twenty-five Million Eight Hundred Fifty Thousand Dollars (\$25,850,000) in matching funds to be expended over the grant period which extends from July 20, 2015 until May 1, 2019, when the Work Plan will be completed;
- C. Whereas, subrecipients of the State Grant (Local Project Sponsors) and ABAG will be responsible for implementing their respective component parts of the Work Plan (such component parts of the Work Plan are referred to generically as 'Local Projects');
- D. Whereas, San Francisco Public Utilities Commission is a subrecipient of the State Grant and is responsible for the **Lower Cherry Aqueduct Emergency Rehabilitation Project** (Project) as part of the Work Plan and for matching funds in the amount of **Seven Million Dollars (\$7,000,000)** required under the Grant Agreement.

NOW THEREFORE, based upon the foregoing recitals, ABAG and San Francisco Public Utilities Commission further agree as follows:

AGREEMENT

1.0 Applicable Documents. The following are attached:

1.1 Attachment 1 Project Description

1.2 Attachment 2 Insurance Requirements

1.3 Attachment 3 Grant Agreement including the following exhibits that were attached:

1.4 Exhibit A, 'Work Plan'

1.5 Exhibit B, 'Budget'

1.6 Exhibit C, 'Schedule'

1.7 Exhibit D, 'Standard Conditions'

1.8 Exhibit E, 'Authorizing Resolution'

1.9 Exhibit F, 'Local Project Sponsors'

1.10 Exhibit G, 'Report Formats and Requirements'

1.11 Exhibit H, 'Requirements for Statewide Monitoring and Data Submittal'

1.12 Exhibit I, 'State Audit Document Requirements & Funding Match Guidelines for Grantees'

1.13 Exhibit J – Monitoring and Maintenance Plan Components

1.4 Attachment 4 Special Conditions

This Local Project Sponsor Agreement is comprised of this document (Base Document) and Attachments 1, 2, 3, and 4, and is the complete and exclusive statement of understanding between ABAG and San Francisco Public Utilities Commission, and supersedes any and all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Local Project Sponsor Agreement.

2.0 Term of Agreement. This Local Project Sponsor Agreement shall commence as of July 20, 2015 (Effective Date) and continue until May 1, 2019, or until terminated by ABAG pursuant to the terms of this Local Project Sponsor Agreement, or until terminated by DWR pursuant to the terms of the Grant Agreement.

3.0 Project, Subaward and Matching Funds. Under the terms of the Grant Agreement, San Francisco Public Utilities Commission will implement the Project as more particularly described in Attachment 1. ABAG/SFEP will disburse up to Three million Dollars (\$3,000,000) of the State Grant to San Francisco Public Utilities Commission in accordance with the Grant Agreement. San Francisco Public Utilities Commission will provide and document the matching funds referenced in Attachment 1 to this Local Project Sponsor Agreement in accordance with the Grant Agreement.

4.0 ABAG Obligations

4.1 ABAG will undertake and complete the following Local Project, including all administrative and management responsibilities relating solely to such Local Project, in accordance with the Grant Agreement: Project 11 – Grant Administration (ABAG Project)

- 4.2 ABAG shall disburse Grant funds as required or permitted by the Grant Agreement. Notwithstanding the foregoing, ABAG is not obligated to disburse any funds to San Francisco Public Utilities Commission and is not obligated to disburse any other funds until such are authorized and disbursed from DWR to ABAG.
- 4.3 ABAG will promptly notify San Francisco Public Utilities Commission of any notices given or actions taken by DWR if such notices or actions are likely to affect San Francisco Public Utilities Commission's performance, duties, obligations or funding under this Local Project Sponsor Agreement, including but not limited to notices from DWR regarding San Francisco Public Utilities Commission's invoices under section 12.c.5 of the Grant Agreement or alleged default by San Francisco Public Utilities Commission under section 14 of the Grant Agreement. ABAG shall consult with the Local Project Sponsor Committee as defined below in carrying out ABAG's responsibilities.
- 4.4 Commencing with DWR's award of the State Grant on January 18, 2014 and continuing until May 1, 2019 when the lengthiest projects covered by the Grant Agreement are expected to wind down and Grant closeout activities are expected to be completed, ABAG will undertake and complete all administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (see Grant Agreement: Project 11 – Grant Administration). ABAG has incurred, and will continue to incur, numerous costs for administrative and management responsibilities under the Grant Agreement that are not related solely to Local Projects (the "Grant Administrative Costs"). The Grant allocates One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) for Grant Administrative Costs.
- 4.5 ABAG will cause to be formed a Local Project Sponsors (LPS) Committee comprised of one representative from each Local Project Sponsor, including ABAG. The LPS Committee will provide input to ABAG in carrying out its responsibilities under sections 4.3 and 4.4. Further, the LPS Committee will allocate among the Local Project Sponsors, any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement. The LPS Committee will assess the potential for exceedances upon the completion of each Local Project. ABAG will convene the LPS Committee on an as-needed basis, and provide staff support. ABAG will provide the LPS Committee with available information in a timely manner to enable the LPS Committee to undertake the functions described in this section. The LPS Committee will provide input and make decisions based on consensus but if it cannot reach consensus, such input and decisions will be provided and made based on a majority vote of the quorum present at the meeting.
- 4.6 The obligations of ABAG under section 6.2 shall survive the termination of this Local Project Sponsor Agreement.
- 5.0 San Francisco Public Utilities Commission Obligations
- 5.1 San Francisco Public Utilities Commission is, and at all times will continue to be, in full compliance with the terms and conditions of the Grant Agreement that are applicable to it as a subrecipient of the State Grant. San Francisco Public Utilities Commission understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by San Francisco Public Utilities Commission, as obligations of San Francisco Public Utilities Commission, excepting only ABAG's obligations as defined in subsections 4.1 – 4.3 of

this Local Project Sponsor Agreement. Further, San Francisco Public Utilities Commission acknowledges and agrees to comply with any requirements directly imposed on San Francisco Public Utilities Commission as a Local Project Sponsor under the Grant Agreement.

- 5.2 San Francisco Public Utilities Commission agrees to fund the difference between the Total Project Cost and Grant Amount specified in Attachment 1 of this Local Project Sponsor Agreement. Cost share consists of Funding Match and Additional Cost Share as documented in Attachment 1. San Francisco Public Utilities Commission is required to maintain all financial records associated with the total project cost for inclusion in the final project report.
- 5.3 Pursuant to DWR requirements, San Francisco Public Utilities Commission may invoice ABAG for grant share reimbursement incurred after the grant award date of January 18, 2014 in their first invoice. Subsequent invoices must bill for costs incurred during the quarter in which they were incurred by San Francisco Public Utilities Commission. Match costs can include project related costs incurred after January 1, 2010. Required match costs related to a specific task must be documented to the same level of detail as costs for a grant invoice. Required match costs must be approved by DWR prior to San Francisco Public Utilities Commission invoicing the grant for payment for that specific task. Additional cost share will be documented by San Francisco Public Utilities Commission in the Final Project Report.
- 5.4 San Francisco Public Utilities Commission hereby assumes responsibility for submitting Post-Performance Reports as required under section 19 of the Grant Agreement. Reports will be sent to ABAG for submittal to DWR within sixty (60) calendar days after the first year of project operation/completion and annually for a total of ten (10) years following project completion.
- 5.5 San Francisco Public Utilities Commission hereby assumes responsibility for the following as required under section 20 of the Grant Agreement: (a) operating and maintaining facilities and structures, (b) all costs for the operation and maintenance of the facilities and structures, and (c) performing as required under (a) and (b) for the period required.
- 5.6 The obligations of San Francisco Public Utilities Commission under sections 5.4, 5.5 and 6.1 shall survive the termination of this Local Project Sponsor Agreement.
- 5.7 San Francisco Public Utilities Commission shall not cause ABAG to be in violation of the Grant Agreement, whether by act or omission.
- 5.8 San Francisco Public Utilities Commission shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Local Project Sponsor Agreement are incorporated herein by reference.
- 5.9 San Francisco Public Utilities Commission shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 or as approved in writing by ABAG.
- 5.10 San Francisco Public Utilities Commission will appoint a representative to the LPS Committee who will participate in the proceedings of the LPS Committee. San Francisco Public Utilities Commission acknowledges and affirms the responsibilities of the LPS Committee and agrees to be bound by the decisions of the LPS Committee.

- 5.11 If, pursuant to section 4.5, the LPS Committee determines that there are exceedances in the Grant Administrative Costs, San Francisco Public Utilities Commission will not be obligated to pay more than **Fifteen Thousand Three Hundred Eighty-three Dollars (\$15,383)** as its allocated share of exceedances in Grant Administrative Costs.
- 5.12 San Francisco Public Utilities Commission further acknowledges and affirms that every other Local Project Sponsor is a third party beneficiary of this Local Project Sponsor Agreement and San Francisco Public Utilities Commission is a third party beneficiary of every other Local Project Sponsor Agreement.
- 6.0 Indemnification
- 6.1 San Francisco Public Utilities Commission shall indemnify, defend, and hold harmless the other Local Project Sponsor and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from San Francisco Public Utilities Commission's act(s) and/or omission(s) arising from and/or relating to the Project, and as such would be imposed in the absence of Government Code section 895.2.
- 6.2 ABAG shall indemnify, defend, and hold harmless San Francisco Public Utilities Commission and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, and as such would be imposed in the absence of Government Code section 895.2.
- 6.3 Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
- 7.0 Termination.
- 7.1 Upon termination of the Grant Agreement, this Local Project Sponsor Agreement shall terminate effective the same date as the Grant Agreement and in accordance with the terms and conditions for the termination of the Grant Agreement.
- 7.2 ABAG may terminate this Local Project Sponsor Agreement upon the occurrence of all of the following: (a) receipt prior written notice from DWR of a default under section 14 of the Grant Agreement caused in whole or in part by San Francisco Public Utilities Commission that provides at least ten (10) days to cure said default, (b) ABAG's prompt transmittal of said notice to San Francisco Public Utilities Commission, (c) San Francisco Public Utilities Commission's failure to cure the default within the time prescribed by DWR and (d) DWR takes any of the actions described in subsections 14.i – iv of the Grant Agreement. Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) San Francisco Public Utilities Commission shall pay all costs incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8.0 Notices and Administrative Contacts

8.1 All notices or notifications under this Local Project Sponsor Agreement shall be in writing addressed to the persons set forth in this section.

8.2 All notices or notifications to ABAG shall be sent to:

Jennifer Krebs
San Francisco Estuary Partnership
1515 Clay Street, Suite 1400
Oakland, California 94612
Email: jennifer.krebs@waterboards.ca.gov

8.3 All notices or notifications to the San Francisco Public Utilities Commission shall be sent to:

Michelle Novotny
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 13th Floor
San Francisco, CA 94102
Email: mnovotny@sfgwater.org

9.0 Amendments and Changes. This Local Project Sponsor Agreement may be changed only by a written amendment duly signed by ABAG and San Francisco Public Utilities Commission, provided that any changes to sections 4.4, 4.5 or 5.6 also require written concurrence by the LPS Committee.

10.0 Assignment and Delegation. San Francisco Public Utilities Commission shall not assign its rights or delegate its duties under this Local Project Sponsor Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Local Project Sponsor Agreement.

11.0 Governing Law and Venue. This Local Project Sponsor Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. San Francisco Public Utilities Commission further agrees and consents that the venue of any action brought between San Francisco Public Utilities Commission and ABAG shall be exclusively in the County of Alameda.

12.0 Validity and Severability. If any provision of this Local Project Sponsor Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Local Project Sponsor Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

13.0 No Waiver. No waiver by either party of any event of breach and/or breach of any provision of this Local Project Sponsor Agreement shall constitute a waiver of any other event of breach and/or breach. Either party's non-enforcement at any time, or from time to time, of any provision of this Local Project Sponsor Agreement shall not be construed as a waiver thereof.

14.0 Priority of Documents. The provisions of the Grant Agreement shall prevail over provisions of this Local Project Sponsor Agreement.

END OF BASE DOCUMENT

SIGNATURE PAGE TO FOLLOW

**Bay Area Proposition 84 Integrated Regional Water Management Grant
- Department of Water Resources -
Local Project Sponsor Agreement**

* * * * *

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, San Francisco Public Utilities Commission and ABAG have duly executed this Agreement, or caused it to be duly executed on its behalf.

San Francisco Public Utilities Commission

Harlan L. Kelly, General Manager

Approved as to Form:

Joshua Milstein, Deputy City Attorney
City and County of San Francisco

Association of Bay Area Governments

Ezra Rapport, Executive Director

Approved as to Form:

Kenneth K. Moy, Legal Counsel, ABAG

Attachment 1

Local Project Sponsor Agreement
between

ABAG/SFEP and **San Francisco Public Utilities Commission**
Proposition 84 Integrated Regional Water Management 2014 Drought Grant
- Department of Water Resources –
Agreement Number 4600010883

Project Description

Project Description

Project 1 – Lower Cherry Aqueduct Emergency Rehabilitation Project

Project Description: Repair the Lower Cherry Aqueduct and the Lower Cherry Diversion Dam. The Lower Cherry Aqueduct and Diversion Dam were both damaged by the Rim Fire. The Project will provide access to approximately 150,000 acre feet (AF) of potable water for drought preparedness.

Work Plan

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, Association of Bay Area Governments (ABAG). Prepare invoices including relevant supporting documentation for submittal to DWR via ABAG. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies.

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

Task 2 Budget Category (b) Land Purchase/Easement

The project site is located on U.S. Forest Service (USFS) land within SFPUC's right-of-way. No land purchases or easements are necessary.

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

Task 3a Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

Deliverables:

Copies of all relevant Feasibility Studies

Task 3b CEQA Documentation

Prepare and submit a request for a Statutory Exemption (CEQA) to the San Francisco Environmental Planning Department for project approval. Prepare draft Notice of Exemption (CEQA) and Environmental Assessment (NEPA) and release documents for public review. Prepare responses to public comments and prepare responses to objection, if applicable. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

Copy of Notice of Exemption

Copy of Environmental Assessment

No Legal Challenges letter

Task 3c Permitting

Prepare and acquire the following federal, state, and local permits and clearances:

- U.S. Army Corps of Engineers (USACE) Section 404 Nationwide Permit
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- California Department of Fish and Wildlife (CDFW) Emergency Section 1602 Agreement
- CDFW Section 2081 Incidental Take Permit
- State Historic Preservation Officer (SHPO) Section 106 compliance
- U.S. Fish and Wildlife Service Section 7 Informal Consultations

Additional permits may be obtained as required.

Deliverables:

Copies of all required permits

Task 3d Design

Complete and finalize the pipeline, tunnel, and dam repair designs as part of the project development process to produce 100% (Final) design, plans, and specifications.

Deliverables:

Updated project cost estimate

100% design plans and specifications

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid

meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of advertisement
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

Construction activities are outlined below.

4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities, implement site best management practices (BMPs), clear and grub, designate stockpile and material storage areas, and set up traffic control.

4c(2) Project construction will include the following elements:

- *Aqueduct Repair*: Remove approximately 500 cubic yards (yds³) of accumulated debris in the aqueduct and repair concrete canal lining.
- *Tunnel Repair*: Remove approximately 750 yds³ rock, mud, and sand deposited in Lower Cherry Aqueduct's (LCA) tunnel system by erosion after the Rim fire. Repair sections of LCA system's 9,500 feet (ft.) of tunnel including: rock bolting, grouting, and reinforced concrete placement.
- *Cherry Creek Diversion Dam Facility Repairs*: Reconstruct the gate house and control room; rehabilitate trail and bridge; replace head gates; and complete concrete structural inspections and repair work for the replacement of the gates.
- *Forebay Trash Rack*: SFPUC will clean an existing 20 feet -diameter reinforced concrete structure, remove a nonfunctioning trash rack, seal the existing slide gate, and construct a new cover.
- *Erosion Control*: Stabilize existing hazardous slopes, install water quality monitoring equipment in the Early Intake Reservoir, install of Storm Water Pollution Prevention Plan (SWPPP) BMPs, and implementation of quality control measures including special inspections and field testing.

4c(3) Performance Testing and Demobilization: Conduct performance testing and stormwater testing for contaminant and turbidity levels, and demobilization and remove debris and construction spoils from the site, excess materials, temporary sanitary facilities, and equipment.

4c(4) Environmental Compliance/Mitigation/Enhancement: Monitor compliance with general construction measures; implement stormwater pollution prevention plan (SWPPP), traffic control plan, and a hazardous materials management plan. Environmental mitigation measures identified in the NEPA Environmental Assessment will also be implemented including: flagging sensitive areas, and biological monitoring during construction.

Deliverables:

- Photographic documentation
- Engineer's certification
- Copy of construction general permit, including SWPPP

Budget

Project 1: Lower Cherry Aqueduct Emergency Rehabilitation Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$35,500	\$35,500
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$3,796,722	\$3,796,722
d	Construction/Implementation	\$3,000,000	\$7,000,000	\$197,326	\$10,197,326
Total Cost		\$3,000,000	\$7,000,000	\$4,029,548	\$14,029,548

Schedule

Project 1: Lower Cherry Aqueduct Emergency Rehabilitation Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	July-14	December-15
Task 1a	Project Management	July-14	December-15
Task 1b	Labor Compliance Program	July-14	December-15
Task 1c	Reporting	July-14	December-15
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	February-14	December-14
Task 3a	Feasibility Studies/Assessment and Evaluation	February-14	December-14
Task 3b	CEQA Documentation	February-14	December-14
Task 3c	Permitting	February-14	July-15
Task 3d	Design	February-14	December-14
Task 3e	Project Monitoring Plan	February-14	December-14
Task 4	Construction/Implementation	July-14	December-15
Task 4a	Contract Services	July-14	December-15
Task 4b	Construction/Administration	July-14	December-15
Task 4c	Construction/Implementation Activities	July-14	December-15

Attachment 2

LOCAL PROJECT SPONSOR AGREEMENT PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT 2014 DROUGHT GRANT - Department of Water Resources – Agreement Number 4600010883

Insurance Requirements

Subrecipient shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a period of 5 years following the completion of this project. In the event Subrecipient fails to obtain or maintain completed operations coverage as required by this agreement, ABAG, at its sole discretion, may purchase the coverage required and the cost will be paid by Subrecipient. The limits of Insurance required in hereunder may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Indemnitees (if agreed to in a written contract or agreement) before the any Indemnitee's own Insurance or self-insurance shall be called upon to protect it as a named insured.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage

(occurrence Form CG 0001).

Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Errors and Omissions Liability insurance appropriate to the Subrecipient's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

(b) Minimum Limits of Insurance. Subrecipient shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Errors and Omissions Liability: \$1,000,000 per claim/aggregate.

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its members, officers or employees (Indemnitees); or the Subrecipient shall satisfy any such deductibles or self-insured retentions. In addition, policies containing any self-insured retention (SIR) provision shall

provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or any of the Indemnitees.

(d) Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Indemnitees are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Subrecipient; completed operations; or automobiles owned, leased, hired or borrowed by Subrecipient.

(ii) For any claims related to this project, the Subrecipient's insurance coverage shall be primary insurance as respects the Indemnitees.

(iii) Any insurance or self-insurance maintained by the Indemnitees shall be excess of Subrecipient's insurance and shall not contribute with it.

(iv) Except for General Liability and Automobile Liability, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty(30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG. For General Liability and Automobile Liability, Subrecipient shall provide ABAG with thirty (30) day's prior notice of cancellation by either the insurer or Subrecipient.

(v) Coverage shall not extend to any defense or indemnity coverage for the active negligence of the Indemnitees in any case where an agreement to defend and indemnify the Indemnitees would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Other Insurance Provisions – Workers Compensation. The Workers Compensation insurance shall be endorsed to waive subrogation against the Indemnitees.

(f) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ABAG.

(g) Verification of Coverage. Subrecipient shall furnish the ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Contractors and Lower Tier Subcontractors

Subrecipient shall to include the same requirements and provisions of this Attachment, including the section, with any contractor to the extent they apply to the scope of the contractor's work. Any contractor further agrees to include the same requirements and provisions of this Attachment, including the section, with any lower tier subcontractor to the extent they apply to the scope of the lower tier subcontractor's work. Subrecipient will give a copy of this Attachment to any contractor, or lower tier subcontractor upon request.

Attachment 3

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER
RESOURCES) AND
ASSOCIATION OF BAY AREA GOVERNMENTS
AGREEMENT NUMBER 4600010883
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT
GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
ASSOCIATION OF BAY AREA GOVERNMENTS
AGREEMENT NUMBER 4600010883
PROPOSITION 84 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) 2014 DROUGHT GRANT
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 San Francisco Bay Area IRWM Region 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 May 1, 2019, 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 10.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Projects is estimated to be \$91,626,311.
4. GRANT AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$32,178,423.
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 (unless a Disadvantaged Community project waiver is granted). The Grantee's Funding Match is estimated to be \$25,850,000. Grantee's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and performed after January 1, 2010.
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 Drought Relief Program 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 demonstrates the availability of sufficient funds to complete each project by submitting the most recent 3 years of audited financial statements.
 - b) Grantee must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
 - 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 January 17, 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 10 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 deficiencies. If Grantee fails to submit adequate documentation curing the deficiencies, 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 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. 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 (and a Local Project Sponsor receiving grant funding through this Grant Agreement) 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 to maintain an adopted 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 project(s) 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) An urban water supplier that receives grant funds governed by this Grant Agreement shall:
 - 1) Maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.) and Sustainable Water Use and Demand Reduction, Part 2.55 of Division 6 (CWC§10608 et. Seq.). Urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application must submit, until June 30, 2016, either:
 - i) List of tasks to implement the BMPs listed in 1420 compliance Table 2 and a corresponding schedule and budget. Or
 - ii) The progress toward the 2015 interim gallon per capita per day (GPCD) target. If not meeting the interim target also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

By July 1, 2016 all urban water suppliers must submit documentation that demonstrates they are meeting the 2015 interim GPCD target. If not meeting the interim target, also include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24.

 - 2) Have their 2010 UWMP deemed consistent by DWR. The 2015 UWMP update will be required to be submitted to DWR in 2016. For more information visit the following website:
<http://www.water.ca.gov/urbanwatermanagement>
 - b) An agricultural water supplier receiving grant funding must:
 - 1) Comply with Sustainable Water Use and Demand Reduction requirements outlined in Part 2.55 (commencing with §10608) of Division 6 of the CWC. Before July 1, 2016:
 - i) Submit a schedule, financing plan, and budget for implementation of the efficient water management practices, required pursuant to CWC § 10608.48, for inclusion in the grant agreement as an Exhibit.
 - 2) Have their AWMP deemed consistent by DWR. The next AWMP update will be required in 2016. For more information visit the following website:
<http://www.water.ca.gov/wateruseefficiency/agricultural/agmgmt.cfm>
 - c) Grantee's diverting surface water must maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the CWC.
 - d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on pages 13 and 14 of the IRWM Program Guidelines, dated June 2014.
 - e) Project Proponents that have been designated as monitoring entities under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program must maintain reporting compliance, as required by CWC§ 10932 and the CASGEM Program.
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:
- 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
 - 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.
 - Water Management Status Report: Until June 30, 2016, Grantees shall submit status report(s) on implementation of AB 1420 status or SBx7-7 water conservation status for the urban water suppliers that submitted 1420 compliance Table 2 in the 2014 Drought Application. For AB 1420 BMP, the status report shall be uploaded into GRanTS no later than April 30, 2016. For SBx7-7 GPCD, status reports shall be uploaded via GRanTS annually no later than June 30, 2016. By July 1, 2016 all urban water suppliers must submit an UWMP that demonstrates they are meeting the 2015 interim SBx7-7 GPCD target. If not meeting the interim target, the urban water suppliers must also submit, with the UWMP, a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24. These urban water suppliers (that are not meeting their 2015 GPCD target) will subsequently have to submit annual reports that include a schedule, financing plan, and budget for achieving the GPCD, as required pursuant to CWC § 10608.24 every year by June 30, starting June 30, 2017. Failure to progress on implementation may result in continuing grant eligibility actions under paragraph 15.
 - 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 funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of each project, and shall ensure or cause each project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this 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 14, "Default Provisions."

21. PROJECT MONITORING PLAN REQUIREMENTS. Grantee shall develop and submit to State a Project Monitoring Plan that incorporates: (1) the Project Performance Monitoring Table requirements outlined in the Proposition 84 2014 IRWM Drought Grant Proposal Solicitation Package (in Exhibit A), and (2) the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."

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:

- a) 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.

- b) 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.
 - c) 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:
- a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.

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 Eighth 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
Grant Project Manager, Division of IRWM
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: 916-651-9221
E-mail: melissa.sparks@water.ca.gov

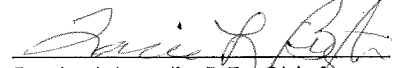
Association of Bay Area Governments
San Francisco Estuary Partnership division
Jennifer Krebs
Project Manager
1515 Clay Street, 14th Floor
Oakland, CA 94612
Phone: 510-622-2315
Email: Jennifer@sfestuary.org

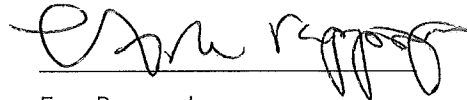
Either party may change its Project Representative or Project Manager upon written notice to the other party.

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

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Association of Bay Area Governments

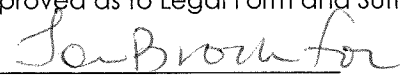

by Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management


Ezra Rapport
Executive Director

Date 7/20/15

Date 6/18/15

Approved as to Legal Form and Sufficiency


Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 6.30.15

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

EXHIBIT A
WORK PLAN

The Proposition 84 IRWM 2014 Drought Grant agreement provides funding for (11) projects located within the San Francisco Bay Area region.

Project 1 – Lower Cherry Aqueduct Emergency Rehabilitation Project

Implementing Agency: San Francisco Public Utilities Commission (SFPUC)

Project Description: Repair the Lower Cherry Aqueduct and the Lower Cherry Diversion Dam. The Lower Cherry Aqueduct and Diversion Dam were both damaged by the Rim Fire. The Project will provide access to approximately 150,000 acre feet (AF) of potable water for drought preparedness.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, Association of Bay Area Governments (ABAG). Prepare invoices including relevant supporting documentation for submittal to DWR via ABAG. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies.

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

Task 2 Budget Category (b) Land Purchase/Easement

The project site is located on U.S. Forest Service (USFS) land within SFPUC's right-of-way. No land purchases or easements are necessary.

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

Task 3a Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

Deliverables:

- Copies of all relevant Feasibility Studies

Task 3b CEQA Documentation

Prepare and submit a request for a Statutory Exemption (CEQA) to the San Francisco Environmental Planning Department for project approval. Prepare draft Notice of Exemption (CEQA) and Environmental Assessment (NEPA) and release documents for public review. Prepare responses to public comments and prepare responses to objection, if applicable. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Exemption
- Copy of Environmental Assessment
- No Legal Challenges letter

Task 3c Permitting

Prepare and acquire the following federal, state, and local permits and clearances:

- U.S. Army Corps of Engineers (USACE) Section 404 Nationwide Permit
- Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- California Department of Fish and Wildlife (CDFW) Emergency Section 1602 Agreement
- CDFW Section 2081 Incidental Take Permit
- State Historic Preservation Officer (SHPO) Section 106 compliance
- U.S. Fish and Wildlife Service Section 7 Informal Consultations

Additional permits may be obtained as required.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete and finalize the pipeline, tunnel, and dam repair designs as part of the project development process to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Updated project cost estimate
- 100% design plans and specifications

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of advertisement
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

Construction activities are outlined below.

4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities, implement site best management practices (BMPs), clear and grub, designate stockpile and material storage areas, and set up traffic control.

4c(2) Project construction will include the following elements:

- *Aqueduct Repair:* Remove approximately 500 cubic yards (yds³) of accumulated debris in the aqueduct and repair concrete canal lining.
- *Tunnel Repair:* Remove approximately 750 yds³ rock, mud, and sand deposited in Lower Cherry Aqueduct's (LCA) tunnel system by erosion after the Rim fire. Repair sections of LCA system's 9,500 feet (ft.) of tunnel including: rock bolting, grouting, and reinforced concrete placement.
- *Cherry Creek Diversion Dam Facility Repairs:* Reconstruct the gate house and control room; rehabilitate trail and bridge; replace head gates; and complete concrete structural inspections and repair work for the replacement of the gates.
- *Forebay Trash Rack:* SFPUC will clean an existing 20 feet -diameter reinforced concrete structure, remove a nonfunctioning trash rack, seal the existing slide gate, and construct a new cover.
- *Erosion Control:* Stabilize existing hazardous slopes, install water quality monitoring equipment in the Early Intake Reservoir, install of Storm Water Pollution Prevention Plan (SWPPP) BMPs, and implementation of quality control measures including special inspections and field testing.

4c(3) Performance Testing and Demobilization: Conduct performance testing and stormwater testing for contaminant and turbidity levels, and demobilization and remove debris and construction spoils from the site, excess materials, temporary sanitary facilities, and equipment.

4c(4) Environmental Compliance/Mitigation/Enhancement: Monitor compliance with general construction measures; implement stormwater pollution prevention plan (SWPPP), traffic control plan, and a hazardous materials management plan. Environmental mitigation measures identified in the NEPA Environmental Assessment will also be implemented including: flagging sensitive areas, and biological monitoring during construction.

Deliverables:

- Photographic documentation
- Engineer's certification
- Copy of construction general permit, including SWPPP

Project 2 – Zone 7 Water Supply Drought Preparedness Project

Implementing Agency: Zone 7 Water Agency

Project Description: Construct a new groundwater supply well, Chain of Lakes Well 5(COL-5), in an area of the Livermore Valley Groundwater Basin less susceptible to drought impacts, and construct the Cope Lake Pipeline (CLP) to convey groundwater generated from area strip mines to a more permeable pond to aid in groundwater recharge. The project anticipates supplying approximately 2,240 AF per year (AFY) from the new well and up to 46 AF per day (AFD) of groundwater recharge for the Livermore-Amador Valley area.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

The CLP project is located within Zone 7-owned property. Zone 7 has an access easement for the COL-5 Project and is in the process of purchasing the property.

Deliverables:

- All relevant documentation regarding property purchase as requested
- Copy of relevant easements including access easements, etc.
- Proof of Title Transfer for property acquisition for the COL-5 Project

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

Task 3a Feasibility Studies/Assessment and Evaluation

Conduct site surveys, calculations, and prepare cross section drawings in preparing the project site for construction.

Deliverables:

- Relevant Feasibility Studies, including COL-5 Well Master Plan

Task 3b CEQA Documentation

Prepare and complete the required environmental compliance and environmental documentation. Prepare and file the CEQA Mitigated Negative Declaration (MND) and Environmental Impact Report (EIR) for the project. Prepare letter stating no legal challenges (or addressing legal challenges). CEQA documentation for the COL-5 Well portion was completed in the July 2005 Well Master Plan EIR. The CEQA documentation for the Cope Lake Pipeline was completed in the January 2012 Cope Lake Improvements and Maintenance Environmental Impact Statement (EIS)/MND.

Deliverables:

- Copy of Final EIR for the COL-5 Well Installation (completed in the Well Master Plan EIR)
- Copy of Final Cope Lake Pipeline EIS/MND (completed in the Cope Lake Improvements and Maintenance EIS/MND)
- No Legal Challenges letter

Task 3c Permitting

Prepare and acquire all identified federal, state, and local permits. The Cope Lake Pipeline Project component does not require any permits. The COL-5 Well Project component required three well drilling permits and one well abandonment permit.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design in development of final design, plans and specifications to produce 100% design, plans, and specifications.

Deliverables:

- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

This Project does not need to be advertised and bid. Due to Zone 7's declaration of a drought emergency, the Zone 7 Board authorized the General Manager to award the design build contracts without competitive bidding.

Deliverables:

- Copy of Zone 7 Board resolutions authorizing award of design-build contracts
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Review contractor submittals, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, and notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, install temporary construction field offices, place temporary sanitary facilities, implement site best management practices (BMPs), clear and grub, designate stockpile and material storage areas, and set up traffic control.

4c(2) Project Construction: This project consists of two major project tasks outlined below.

COL-5 Well Installation – An eight inch diameter test borehole was advanced to 690 feet to determine soil lithology. The test well was converted to a monitoring well with a two inch diameter casing. A second well was drilled with the intent of installing the water supply well. The second well was drilled to 175 feet with a 28 inch diameter borehole; however, a portion of the drill rig broke and fell into the well. This well had to be abandoned in place. The well borehole was backfilled with pea gravel and grout. A third well was installed 15-feet away from the abandoned well. The third well was completed at a depth of 715 feet with a 28 inch diameter borehole, and 18 inch casing.

Connections were installed to the existing pipelines, disinfection system, and disposal system. Well water will be pumped to an adjacent well site to be disinfected with sodium hypochlorite and aqueous ammonia.

CLP - The CLP project consists of installation of approximately 620 feet of pipeline, connections to existing pipelines and lake outfalls. The pipeline consists of 36-inch DR17 HDPE pipe and will be constructed by open cut trenching and backfilling.

4c(3) Performance Testing and Demobilization: Conduct performance testing including stormwater testing for contaminant and turbidity levels, and demobilize and remove debris, construction spoils, excess materials, temporary sanitary facilities, and equipment from the site.

4c(4) Environmental Compliance/Mitigation/Enhancement: Monitor construction to document compliance with general construction measures, inspect BMPs, document daily construction activities including photos, test storm water for contaminant and turbidity levels, and complete post construction site restoration.

Deliverables:

- Photographic documentation
- Engineers Certification Certified engineer inspection completion report with final as-built drawings
- A copy of the erosion and sediment control plan
- A copy of the inspection reports and meeting minutes from construction management reports

Project 3 –Los Carneros Water District and Milliken Sarco-Tulocay Recycled Water Pipelines

Implementing Agency: Napa Sanitation District

Project Description: Construct additional recycled water distribution infrastructure to offset groundwater and surface water use in the Napa Valley by up to 1,250 AFY, and improve water quality by reducing discharges to surface water from the wastewater treatment plant.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

Obtain easements for the Milliken Sarco-Tulocay (MST) Project (booster pump station) and a small portion of the Los Carneros Water District (LCWD) Project.

Deliverables:

- All relevant documentation regarding acquisition of easement (final recorded deed, title report)

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

Task 3a Feasibility Studies/Assessment and Evaluation

Conduct site surveys, and prepare calculations and cross section drawings.

Deliverables:

- Alignment Study
- Assessment Study (funding evaluation)
- Modeling Study

Task 3b CEQA Documentation

Complete the required environmental compliance and environmental documentation, including an initial study (IS)/ MND) as part of an existing EIR/EIS certified/adopted by the U.S. Bureau of Reclamation and North Bay Water Reuse Authority in 2009. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation
- Draft and Final IS/MND
- Copy of Notice of Completion
- No Legal Challenges letter

Task 3c Permitting

Acquire all required permits from appropriate agencies, including a Section 404 Nationwide Permit from the USACE, a Section 1600 Streambed Alteration Agreement permit from the CDFW, a Section 401 Water Quality Certification from the RWQCB, an Encroachment Permit from Napa County for work within the right-of-way, and a State of California Construction General Permit.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and preliminary design report. The preliminary design report will provide the overall project concept for use in development of final design, plans and specifications including: pipeline sizing, construction methods, and booster pump station details to produce 100% (final) design, plans, and specifications. This task includes 100% complete designs and construction specifications and final drawings.

Deliverables:

- Geotechnical Report
- Topographic Survey
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Review contractor's schedule and performance, manage and coordinate the agencies and contractors involved with the Project, and provide construction inspection and management oversight including: review and approval of inspection reports, pay requests, meeting notes, contractor log submittals, and as-built drawings.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

Construction activities are outlined below.

- 4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, place temporary sanitary facilities, implement site BMPs, clear and grub, designate stockpile and material storage areas, and set up traffic control.
- 4c(2) MST Component Project: Construct approximately five miles of recycled water pipeline (by open-cut method) and a booster pump station (pump station structure, pumps, electrical components, surge tanks).
- 4c(3) LCWD Component Project: Construct approximately nine miles of recycled water pipeline. The pipeline will connect to the Napa Sanitation District's existing pipeline distribution system located west of the Napa River, and will be constructed from east to west. As segments are constructed and tested, sections of the pipeline will be brought online to provide recycled water to users in the eastern areas while the west pipeline segments are being installed.
- 4c(4) Performance Testing and Demobilization: Conduct performance testing and demobilization including stormwater testing for contaminant and turbidity levels, demobilization and removal of debris and excess spoils, temporary sanitary facilities, and equipment.
- 4c(5) Environmental Compliance/Mitigation/Enhancement: Monitor construction to document compliance with general construction measures, inspect Best Management Practices (BMP), document daily construction activities including photos, test storm water for contaminant and turbidity levels, and restore site.

Deliverables:

- Contractor agreement documentation
- Pre-construction, construction period, and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings
- A copy of the erosion and sediment control plan
- A copy of the inspection reports
- A copy of meeting minutes from construction management reports

Project 4 – Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline

Implementing Agency: Santa Clara Valley Water District (SCVWD) and City of Sunnyvale

Project Description: Construct recycled water pipeline and implement plant improvements at the Sunnyvale Water Pollution Control Plant (WPCP) to offset approximately 1,680 AFY of potable water demand and improve water quality.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

The Project takes place on land within City of Sunnyvale and/or SCVWD-owned property. Therefore, land purchase or easement acquisition is not applicable to this project.

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

Task 3a Feasibility Studies/Assessment and Evaluation

A Planning Study Report will be prepared for the pipeline alternatives evaluation. An Engineer's Report will be prepared for the pipeline project for Board approval as required by SCVWD Act).

Deliverables:

- Copy of the Engineer's Report and Board approval
- Copy of the Planning Study Report

Task 3b CEQA Documentation

Prepare CEQA compliance documentation including, an MND for the pipeline project, and a categorical exemption for the plant improvements. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Copy of Notice of Preparation
- Draft and Final MND
- Copy of Notice of Completion
- No Legal Challenges letter

Task 3c Permitting

Acquire permits from Caltrans, Caltrains, RWQCB (National Pollutant Discharge Elimination System), Bay Area Air Quality Management District (Authority to Construct) and Sunnyvale for encroachment purposes.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents
- Pump Station Hydraulic Criteria Memorandum
- Hazardous Materials Investigation Report

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract

Task 4b Construction Administration

Secure contractor performance and payment bonds, review contractor's schedule and performance, manage and coordinate public inquiries, manage and coordinate all contractor correspondence, maintain detailed project records, and recommend final payment and submittal of all projects for archival. This task also includes inspection of the Project including reporting and project communication.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, determine place temporary sanitary facilities, implement site BMPs, clear and grub, designate stockpile and material storage areas, and set up traffic control.

4c(2) Project Construction: Install approximately 13,300 feet of 24-inch diameter recycled water pipeline and appurtenances in Wolfe Road between Kifer Road and Homestead Road, and construct booster pump station at the City of Sunnyvale's San Lucar Pump Station site. Pipe installation will primarily be open trench method. Improvements at the Water Pollution Control Plant include installation of additional valves, meters, mixing pumps, and piping at the facility to isolate and operate one air flotation tank, one dual media filter, and one chlorine contact for the sole purpose of producing recycled water.

4c(3) Performance Testing and Demobilization: Take photo inventory of the Project site prior to construction. Demobilization activities include removal of: construction spoils and debris from the Project site, excess materials, sanitary facilities, and equipment. This task also includes transferring responsibility back to property owner.

Deliverables:

- Copy of all construction related plans (e.g., traffic control, hazardous material management)
- Construction photographs
- Certified engineer inspection completion report with final as-built drawings
- A copy of the inspection reports and test results

Project 5 – DERWA Phase 3 Recycled Water Expansion Project

Implementing Agency: DSRSD/EBMUD Recycled Water Authority (DERWA)

Project Description: Construct approximately nine miles of recycled water pipeline in three component projects: the Central Dublin Pipeline, the West Dublin Pipeline, and the San Ramon Valley Phase 2 Projects. The three pipeline component projects will replace approximately 867 AFY of potable water with recycled water.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

The projects are located within public right-of-way and therefore do not require land purchases or easements. This task is not applicable for this project.

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

Task 3a Feasibility Studies/Assessment and Evaluation

Planning documents have been previously prepared; no additional planning studies are necessary.

Deliverables:

- DERWA San Ramon Valley Recycled Water Program Facilities Plan, July 1996

Task 3b CEQA Documentation

Complete required environmental compliance and environmental documentation, including a Notice of CEQA Exemption and an addendum to an EIR. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- DERWA San Ramon Valley Recycled Water Program: Copy of Notice of Preparation
- DERWA San Ramon Valley Recycled Water Program: Draft and Final EIR Addendum and Exemption Statute
- DERWA San Ramon Valley Recycled Water Program: Copy of Notice of Completion
- Central Dublin Pipeline: CEQA Categorical Exemption
- West Dublin Pipeline: CEQA Categorical Exemption
- San Ramon Valley Phase 2: CEQA Categorical Exemption
- No Legal Challenges letter

Task 3c Permitting

The following permits will be acquired:

- Central Dublin Pipeline Component: Right-of-Entry Agreement with Alameda County Jail
- West Dublin Pipeline Component: Encroachment permit with City of Dublin
- San Ramon Valley Phase 2 Component: Encroachment permit

Acquire all identified permits, including local encroachment permits, which will be incorporated into bid documents.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Manage contractor submittal review, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Mobilization and Site Preparation: Set up construction staging area and site security, determine placement of temporary sanitary facilities, implement site BMPs, clear and grub, designate stockpile and material storage areas, and set up traffic control.

4c(2) Central Dublin Pipeline: Install approximately one mile of recycled water pipeline for the Central Dublin ranging in diameter from approximately four to ten inches, and connections to existing pipelines. Open-cut trench construction will be used for installation of pipeline for this project component.

4c(3) West Dublin Pipeline: Install approximately 3.7 miles of recycled water distribution pipeline ranging in diameter from four to eight inches, and connect to existing pipelines. A combination of open-cut trench construction and directional drilling will be used for installation of pipeline for this project component.

4c(4) San Ramon Valley Phase 2: Install approximately 3.6 miles of recycled water distribution pipeline ranging in diameter from six to 16 inches. This task also includes all construction equipment and supplies. Open-cut trench construction will be used for installation of pipeline for this project component.

4c(5) Performance Testing and Demobilization: Conduct performance testing and including testing water for contaminant and turbidity levels, demobilize equipment and , remove debris, construction spoils, and temporary sanitary facilities from the site.

4c(6) Environmental Compliance/Mitigation/Enhancement: This task consists of complying with general construction measures, and creating a stormwater pollution prevention plan and traffic control plan.

Deliverables:

- Pre-construction, construction, and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings
- A copy of the stormwater pollution prevention plan, traffic control plan, and inspection reports

Project 6 – Calistoga Recycled Water Storage Facility

Implementing Agency: City of Calistoga

Project Summary: Excavate an approximately 16.3 million gallon recycled water storage pond, install approximately 200 feet of pipeline, and construct a maintenance road (including a bridge) to provide access to the new storage pond. The project will allow increased recycled water production to offset approximately 25 AFY of potable water use.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

The Project is located within public right-of-way. No land purchases or easements are necessary. This task is not applicable for this project.

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

Task 3a Feasibility Studies/Assessment and Evaluation

Prepare the Bypass Alternative Investigation Report, a geotechnical study, and a topographic survey.

Deliverables:

- Bypass Alternative Investigation Report
- Geotechnical study
- Topographic survey

Task 3b CEQA Documentation

Complete the required environmental compliance and environmental documentation necessary for the Project, including a categorical exemption. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Categorical Exemption
- No Legal Challenges letter

Task 3c Permitting

Acquire all identified federal, state, and local permits. Work includes coordinating and complying with requirements for issuance of the following permits: CDFW Section 1600 permit, Clean Water Act (CWA) Section 401 permit from the San Francisco RWQCB, CWA Section 402 NPDES Construction General Permit (through preparation of a SWPPP), and CWA Section 404 permit from USACE.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and BOD. The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Review contractor submittal review, answer requests for information, and issue work directives. A qualified construction inspector will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

Construction activities are outlined below.

- 4c(1): Mobilization and Site Preparation: Set up construction staging area and site security, determine placement of temporary sanitary facilities, implement site BMPs, clear and grub site, designate stockpile and material storage areas, remove existing irrigation piping/sprinklers, mobilize equipment to site, and set up traffic control.
- 4c(2) Project Construction: Excavate approximately 100,000 yds³ of soil and build embankment to construct an approximate 16.3-million-gallon (MG) recycled water pond. In addition, install approximately 200 feet of recycled water conveyance pipeline, and construct a pond maintenance road including a small pre-fabricated rail car bridge.
- 4c(3) Performance Testing and Demobilization: This task consists of performance testing, stormwater testing, including soil compaction testing, demobilization and removal of debris and construction spoils from the site, excess materials, temporary sanitary facilities, and equipment.
- 4c(4) Environmental Compliance/Mitigation/Enhancement: Comply with general construction measures, and create erosion and sediment control plan, and stormwater pollution prevention plan (SWPPP). Construction monitoring tasks include compaction testing for embankment berms, BMP inspections, stormwater testing, and daily documentation of construction activities. Revegetation work includes hydroseeding of all disturbed areas in accordance with CDFW requirements.

Deliverables:

- Pre-construction, construction, and post-construction photographs
- Certified engineer inspection completion report with final as-built drawings
- A copy of the erosion and sediment control plan
- A copy of the inspection reports and contractor logs
- A copy of meeting minutes from construction management reports and pay requests
- Copy of construction general permit, including SWPPP

Project 7 – Drought Relief for South Coast San Mateo County

Implementing Agency: San Mateo County Resource Conservation District (RCD)

Project Description: Repair leaking water line, construct additional water storage, and implement farm infrastructure improvements to reduce surface water withdrawals during dry months. The project will create approximately 41.2 AF of water storage and conserve approximately 32 AF of water through leaky water line repair, construction of additional water storage, and infrastructure improvements on approximately five water storage projects on agricultural lands, two water storage projects for domestic water systems, five agricultural water conservation projects, and six water conservation projects on domestic water systems.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

All projects will occur through partnerships with private and public landowners. This task is not applicable for this project.

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

Assess water supply, storage and distribution infrastructure and management (including infrastructure inspections and irrigation audits). Assessments will target leaking supply lines, failing or undersized water storage infrastructure, and opportunities to improve water use efficiency and reduce pressures on late summer stream flows. Assessments have been completed on three of six planned domestic water supply/infrastructure sites (Elements A.1 and B.1). Water supply/irrigation distribution assessments/audits are in progress on three agricultural sites, complete on seven sites, of 17 planned agricultural sites (Elements A.2 and B.2). These assessments will identify opportunities to repair or replace failing infrastructure with more efficient equipment.

Deliverables:

- Copy of Notice of Preparation
- Copies of plans for water supply lines and storage facilities
- Lists of recommended irrigation efficiency and water storage capacity actions to be implemented

Task 3b CEQA Documentation

This task consists of completing the required environmental compliance and environmental documentation necessary for the Project. Prepare letter stating no legal challenges (or addressing legal challenges). CEQA documentation includes categorical exemptions for all projects in this program.

Deliverables:

- Copy of Notice of Preparation
- Copy of Final Categorical Exemption
- Copy of Notice of Completion
- No Legal Challenges letter

Task 3c Permitting

Prepare and acquire all applicable federal, state, and local permits. Permits may include county grading permits, Coastal Development Permits (California Coastal Commission [CCC]), Lake or Streambed Alteration Agreements (CDFW), and water quality certifications (RWQCB).

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and BOD. The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief

discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Manage contractor submittal review, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Project Construction: Repair leaky supply lines on four sites (Element A.1), repair water storage infrastructure on four sites (Element B.2), and replace oversized single speed surface water pumps with variable speed pumps on up to 17 sites (Elements A.1 and A.2, typically one pump per site, a minimum of 10 pumps will be replaced). Construct new or upgraded water storage infrastructure to increase the forbearance of surface water withdrawals during the late summer in exchange for storing water earlier in the season when stream flows are greater (six sites under Elements B.1 and B.2). Install groundwater pumps on new and existing groundwater wells to increase conjunctive use and reduce pressures on withdrawing surface water (one to three sites under Element A.2, one to three pumps will be installed).

4c(2) Environmental Compliance/Mitigation/Enhancement: Comply with general permit requirements and general construction measures issued for construction of water supply, storage and distribution infrastructure improvements.

Deliverables:

- Photographic documentation
- Engineers Certification

Project 8 – Stinson Beach Water Supply & Drought Preparedness Plan

Implementing Agency: Stinson Beach County Water District (CWD)

Project Description: Construct upgrades to water supply system including new well, and install individual and inline water meters, to reduce use and augment supply water.

Implementation of the Stinson Beach Water Supply and Drought Preparedness Plan includes 4 projects:

- Component A - 2014 Calles Pipeline Replacement Project,
- Component B - Patios Pipelines Replacement Project,
- Component C - Supplemental Groundwater Supplies, and
- Component D - Water Meter Replacements and In-Line Meters.

The four component projects will generate approximately 15 million gallons per year (MGY) of reliable water supply for drought and emergency periods: 10 MGY increase supply/reliability by 2016 and 5 MGY recovered water by 2017.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

Acquire land and/or easements if needed for implementation of the projects.

Deliverables:

- Proof of land acquisition and/or easement

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

Task 3a Feasibility Studies/Assessment and Evaluation

Assessment and Evaluation for components A and B will include completing initial site assessments, surveys, planning studies, environmental compliance, engineering design plans and specifications for project construction, and performing preliminary calculations. Feasibility studies for Component C will include evaluation of groundwater source capacity, installation of small diameter test wells to evaluate aquifer capacity, evaluation of connections with at least three privately-owned wells, and pursue the development of agreements and easements with private well owners. Component D planning will include completion of preliminary calculations, and surveys, associated with leak detection.

Deliverables:

- Feasibility studies and summary reports

Task 3b CEQA Documentation

Prepare required CEQA compliance for Components A, B, C, and D.

Component A: A categorical exemption was completed for this project.

Component B: Anticipate preparation of a Notice of Exemption with basis for determinations of exemption, and a Notice of Completion.

Component C: Anticipate preparation of MND and Notice of Completion.

Component D: Anticipate preparation of a Notice of Exemption with bases for determinations of exemption, and a Notice of Completion.

A letter stating no legal challenges will be prepared (or addressing legal challenges).

Deliverables:

- Copies of all CEQA compliance documents.
- No Legal Challenges letter

Task 3c Permitting

Components A, B, and D: No environmental permits are necessary to complete Projects A, B, and D. The projects involve replacement of existing facilities and installation of small equipment (water meters) within the same sites and alignments of the facilities being replaced. The sites and alignments of the facilities being replaced are authorized for Stinson Beach CWD's existing water utilities and the repair and maintenance of those water utilities.

Component C: This task includes completing the required Coastal Development Permit from the County of Marin and Amendment to the District's Water Supply Permit from the California Department of Public Health to add the well as a source of supply.

Deliverables:

- Copies of all required permits

Task 3d Design

Complete preliminary design including the following supporting work: geotechnical investigation, topographic survey, and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details to produce 100% (Final) design, plans, and specifications.

Deliverables:

- Geotechnical Report
- Topographic Survey
- BOD Report
- Updated Project Cost Estimate
- 100% Design Documents

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Manage contractor submittal review, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Mobilization and Site Preparation: This task consists of mobilizing construction equipment, and designating staging and stockpiling areas.

4c(2) *Component A*: Replace approximately 1,300 feet of old/undersized pipeline with new piping and 40 service laterals. The service laterals are not located on private property.

4c(3) *Component B*: Replace approximately 1,000 feet of old/undersized pipeline with new piping and approximately 30 service laterals. The service laterals are not located on private property.

4c(4) *Component C*: Drill one to three small-diameter test wells, construct a new groundwater production well, obtaining approvals for connecting up to 3 private wells to the District's distribution system for drought and/or emergency uses, and the commencement of a comprehensive leak detection survey.

4c(5) *Component D*: Replace approximately 700 customer water meters and install one to five in-line water meters.

4c(6) Performance Testing and Demobilization: Test performance of newly constructed facilities. Remove debris and construction spoils, excess materials, temporary sanitary facilities, and equipment from the site.

4c(7) Environmental Compliance/Mitigation/Enhancement: Monitor all construction activity for environmental compliance and restore all construction sites to pre-project conditions.

Deliverables:

- Photographic documentation
- Engineers Certification

Project 9 – Bay Area Regional Drought Relief Conservation Program

Implementing Agency: StopWaste

Project Description: Implement water use efficiency BMPs, to reduce water use by approximately 24,000 AFY and support statewide 20% drought demand reduction goal. BMPs may include: landscape rebates, toilet/urinal rebates, toilet/urinal direct installation, clothes washer rebates, and lawn-to-garden education.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

Task 1d Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

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

This project does not require land purchases or easements. This task is not applicable for this project.

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

Task 3a Feasibility Studies

This Project does not require any feasibility studies as part of the project development process.

Task 3b CEQA Documentation

Prepare Notices of Exemption for all project participants, if necessary under CEQA (CEQA Guidelines 15378). Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- Proof of CEQA compliance (NOE)
- Copy of Notice of Completion
- No Legal Challenges letter

Task 3c Permitting

This Project does not require any permitting as part of the project development process.

Task 3d Design

This Project does not require any design as part of the project development process.

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

The High-Efficiency Toilet (HET)/Urinal Direct Installation Project element will include procurement of professional services. Third-party contracting specifics and structure will be set-up per agencies, and will likely include the following steps: (1) prepare and issue request for proposal (RFP) for toilet/urinal supply and installation services or rebate administration, and professional software deployment services; (2) evaluate proposals; (3) select highest-scoring vendor; (4) enter into agreement and award contract. Some agencies already have contractors in place and will not need to solicit for new services.

Deliverables:

- Copies of relevant RFPs
- Contract Agreements for third-party contractors and vendors

Task 4b Construction Administration

This Project does not require any contract administration as part of the project development process.

Task 4c Construction/Implementation Activities

4c(1) Project Marketing: Specific marketing efforts may include: bill inserts, newsletters, electronic, newspaper advertisements, public service announcements, media (websites, blogs, social media platforms, online videos, direct email marketing), displays at retail businesses, and others. Educational elements developed by the project function in part as project marketing for the financial incentive elements. In addition, participating agencies will develop, design and print marketing materials. Agencies will have the flexibility to collaborate to ensure consistent messaging throughout the region.

4c(2) Rebate Implementation: Implement rebate programs, including processing and issuance of rebates for over 2 million square feet of lawn to landscape conversions and over 25,000 high-efficiency toilets, urinals, and high-efficiency washers.

4c(3) High-Efficiency Toilet and Urinal Direct Installations: Install high efficiency toilets and urinals in primarily multi-family residential, commercial and municipal units. Agencies will develop specific

project terms and conditions. This task may include procurement of professional services for installation and inspection services.

- 4c(4) Lawn-to-Garden Marketplace: Creating Drought Resistant Soils and Gardens. Develop Lawn-to-Garden partnerships to market and advertise sheet mulching lawns as the preferred form of lawn removal. Conduct stakeholder meetings and workshops for the public, and develop in-store displays and outreach tools for retail partners and water agencies and train landscape professionals to market sheet mulch lawn services and resources through workshops or networking event.

Deliverables:

- Photographic documentation
- Copies of public outreach, marketing, and promotional/web link materials
- Examples of rebate applications
- Quarterly numbers of rebates issued, toilet/urinal installations, high-efficiency washer participants, and square feet of lawn converted
- Copies of partnership agreement documents
- Copies of curriculum from trainings
- List of and links to online tools
- List of meetings held
- Copies of agendas and attendance sheets

Project 10 – WaterSMART Irrigation with AMI/AMR

Implementing Agency: Marin Municipal Water District (MMWD)

Project Description: Replace existing manually read landscape meters with Automated Meter Infrastructure (AMI)/Automated Meter Readwater (AMR) meters, and upgrade irrigation systems to save 8,000 AF of water over 20 years.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Project Management

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

Deliverables:

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

Task 1b Labor Compliance Program

Take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.

Deliverables:

- Proof of labor compliance upon request

Task 1c Reporting

Prepare quarterly progress reports detailing work completed during reporting period as outlined in Exhibit (G) of this agreement. Submit reports to ABAG for review and inclusion in a progress report to be submitted to DWR.

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

Deliverables:

- Quarterly Project Progress Reports
- Draft and Final Project Completion Report

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

There is no land purchase or easement acquisition. Therefore, this task does not apply to the project.

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

Task 3a Feasibility Studies/Assessment and Evaluation

Scoping for integration of software to business operations software and development of the conceptual designs and project plan will be conducted under this task.

Deliverables:

- Conceptual designs

Task 3b CEQA Documentation

This Project does not require any environmental documentation as part of the project development process.

Task 3c Permitting

This Project does not require any permitting as part of the project development process.

Task 3d Design

This task includes preliminary conceptual design, developing a plan and final design for project implementation, and creating a sequential work plan.

Deliverables:

- Final Work Plan

Task 3e Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table provided by DWR project manager, the Project Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points (reference Exhibit J in this agreement for guidance).

Deliverables:

- Project Monitoring Plan

Task 4 Construction/Implementation: Budget Category (d)

Task 4a Contract Services

Activities necessary to secure a contractor and award the contract include: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. This task consists of contracting including solicitations for bids and awards of contracts for consultant and advanced metering infrastructure/automatic meter reading (AMI/AMR) vendor.

Deliverables:

- Bid documents
- Proof of Advertisement
- Award of contract
- Notice to proceed

Task 4b Construction Administration

Manage contractor submittal review, answer requests for information, and issue work directives. A full time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Review the consultant and AMI/AMR vendor's schedule and recommendations, manage and coordinate staff and departments involved with the Project, and provide implementation inspection and management oversight. All construction activities related to water meter replacements and upgrades hardware for AMR capability will be conducted by MMWD staff and will not require a separate construction contract. Installation of software will be conducted by software staff and the consultant contracts will be monitored by MMWD's Information Technology staff. Onsite irrigation equipment retrofits will be completed by customers, with MMWD staff providing pre- and post-retrofit inspections to verify that the equipment is installed and functioning properly.

Deliverables:

- Notice of Completion

Task 4c Construction/Implementation Activities

4c(1) Outreach: Work with project irrigation account customers to explain project parameters, establish new water budgets, and ensure transition to water efficient irrigation equipment.

4c(2) Irrigation Equipment Rebate Program: Launch and administer a water efficient irrigation equipment rebate program for project irrigation account customers.

4c(3) AMI/AMR Installation: Install and configure the new AMI/AMR hardware and software at approximately 800 project sites and within the administration center, and field test to validate system functionality and integration with software enterprise system.

4c(4) Data Analysis: Launch the new AMI/AMR system, collecting and analyze water use data.

Deliverables:

- Photographic documentation
- Engineers Certification

Project 11 – Grant Administration

Implementing Agency: Association of Bay Area Governments

Project Description: The Regional Water Management Group authorized ABAG to act as the applicant and the grant manager for the Proposition 84, IRWM 2014 Drought Grant.

ABAG will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for quarterly progress reports from individual project managers, assembling and submitting quarterly progress reports to the State, and coordinating all invoicing and payment of invoices.

Task 1 Direct Project Administration: Budget Category (a)

Task 1a Agreement Administration

ABAG will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 1b Invoicing

ABAG will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the project proponents and compiling the information into a DWR Invoice Packet.

Task 1c Progress Reports and Project Completion Report(s)

ABAG will be responsible for compiling quarterly progress reports for submittal to DWR. ABAG will coordinate with project proponent staff to retain consultants as needed to prepare and submit Quarterly, Progress Reports and Final Project Completion Reports for each project, as well as the Grant Completion Reports.

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, Quarterly 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:

- Executed Grant Agreement
- Invoices and associated backup documentation
- Quarterly Progress Reports
- Draft and Final Project Completion Report

**EXHIBIT B
BUDGET**

Overall Budget						
Project #	Individual Project Title	Requested Grant Amount	Cost Share: non state fund source	Additional Cost Share	Total	
1	Lower Cherry Aqueduct Emergency Rehabilitation Project	\$3,000,000	\$7,000,000	\$4,029,548	\$14,029,548	50%
2	Zone 7 Water Supply Drought Preparedness Project	\$3,000,000	\$3,000,000	\$1,290,200	\$7,290,200	41%
3	Los Carneros Water District and Milliken-Sarco-Tulocay Recycled Water Pipelines	\$4,000,000	\$4,550,000	\$9,595,308	\$18,145,308	25%
4	Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline	\$4,000,000	\$6,000,000	\$10,728,910	\$20,728,910	29%
5	DERWA Phase 3 Recycled Water Expansion Project	\$4,000,000	\$3,000,000	\$3,022,662	\$10,022,662	30%
6	Calistoga Recycled Water Storage Facility	\$750,000	\$0	\$1,545,593	\$2,295,593	0%
7	Drought Relief for South Coast San Mateo County	\$3,872,000	\$0	\$1,023,667	\$4,895,667	0%
8	Stinson Beach Water Supply & Drought Preparedness Plan	\$937,452	\$0	\$312,500	\$1,249,952	0%
9	Bay Area Regional Drought Relief and Water Conservation Project	\$5,993,971	\$2,300,000	\$1,724,500	\$10,018,471	23%
10	WaterSMART Irrigation with AMI/AMR	\$975,000	\$0	\$325,000	\$1,300,000	0%
11	Grant Administration	\$1,650,000	\$0	\$0	\$1,650,000	0%
		\$32,178,423	\$25,850,000	\$33,597,888	\$91,626,311	28%

Project 1: Lower Cherry Aqueduct Emergency Rehabilitation Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$35,500	\$35,500
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$3,796,722	\$3,796,722
d	Construction/Implementation	\$3,000,000	\$7,000,000	\$197,326	\$10,197,326
Total Cost		\$3,000,000	\$7,000,000	\$4,029,548	\$14,029,548

Project 2: Zone 7 Water Supply Drought Preparedness Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$61,727	\$0	\$88,273	\$150,000
b	Land Purchase/Easement	\$41,151	\$0	\$58,849	\$100,000
c	Planning/Design/Engineering/Environmental Documentation	\$287,183	\$0	\$410,691	\$697,874
d	Construction/Implementation	\$2,609,939	\$3,000,000	\$732,387	\$6,342,326
Total Cost		\$3,000,000	\$3,000,000	\$1,290,200	\$7,290,200

Project 3: Los Carneros Water District and Milliken-Sarco-Tulocay Recycled Water Pipelines					
Task	Category	Requested Grant Amount	Cost Share: Non-State Required Funding Match	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$144,975	\$144,975
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$80,000	\$80,000
d	Construction/Implementation	\$4,000,000	\$4,550,000	\$9,370,333	\$17,920,333
Total Cost		\$4,000,000	\$4,550,000	\$9,595,308	\$18,145,308

Project 4: Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline					
Task	Category	Requested Grant Amount	Cost Share: Non-State Required Funding Match	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$95,365	\$95,365
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$400,000	\$0	\$1,305,845	\$1,705,845
d	Construction/Implementation	\$3,600,000	\$6,000,000	\$9,327,700	\$18,927,700
Total Cost		\$4,000,000	\$6,000,000	\$10,728,910	\$20,728,910

Project 5: DERWA Phase 3 Recycled Water Expansion Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$403,615	\$403,615
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$978,892	\$978,892
d	Construction/Implementation	\$4,000,000	\$3,000,000	\$1,640,155	\$8,640,155
Total Cost		\$4,000,000	\$3,000,000	\$3,022,662	\$10,022,662

Project 6: Calistoga Recycled Water Storage Facility					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$26,112	\$26,112
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$68,300	\$0	\$90,500	\$158,800
d	Construction/Implementation	\$681,700	\$0	\$1,428,981	\$2,110,681
Total Cost		\$750,000	\$0	\$1,545,593	\$2,295,593

Project 7: Drought Relief for South Coast San Mateo County					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$188,356	\$0	\$0	\$188,356
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$729,798	\$0	\$162,500	\$892,298
d	Construction/Implementation	\$2,953,846	\$0	\$861,167	\$3,815,013
Total Cost		\$3,872,000	\$0	\$1,023,667	\$4,895,667

Project 8: Stinson Beach Water Supply & Drought Preparedness Plan					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$50,238	\$0	\$0	\$50,238
b	Land Purchase/Easement	\$7,044	\$0	\$0	\$7,044
c	Planning/Design/Engineering/Environmental Documentation	\$128,265	\$0	\$22,887	\$151,152
d	Construction/Implementation	\$751,905	\$0	\$289,613	\$1,041,518
Total Cost		\$937,452	\$0	\$312,500	\$1,249,952

Project 9: Bay Area Regional Drought Relief Conservation Program					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$230,971	\$0	\$0	\$230,971
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$0
d	Construction/Implementation	\$5,763,000	\$2,300,000	\$1,724,500	\$9,787,500
Total Cost		\$5,993,971	\$2,300,000	\$1,724,500	\$10,018,471

Project 10: WaterSMART Irrigation with AMI/AMR					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$25,748	\$25,748
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$25,716	\$25,716
d	Construction/Implementation	\$975,000	\$0	\$273,536	\$1,248,536
Total Cost		\$975,000	\$0	\$325,000	\$1,300,000

Project 11: Grant Administration Project					
Task	Category	Requested Grant Amount	Cost Share: Non-State (Required Funding Match)	Additional Cost Share	TOTAL PROJECT COST
a	Direct Project Administration	\$0	\$0	\$0	\$0
b	Land Purchase/Easement	\$0	\$0	\$0	\$0
c	Planning/Design/Engineering/Environmental Documentation	\$0	\$0	\$0	\$0
d	Construction/Implementation	\$1,650,000	\$0	\$0	\$1,650,000
Total Cost		\$1,650,000	\$0	\$0	\$1,650,000

EXHIBIT C
SCHEDULE

Project 1: Lower Cherry Aqueduct Emergency Rehabilitation Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	July-14	December-15
Task 1a	Project Management	July-14	December-15
Task 1b	Labor Compliance Program	July-14	December-15
Task 1c	Reporting	July-14	December-15
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	February-14	December-14
Task 3a	Feasibility Studies/Assessment and Evaluation	February-14	December-14
Task 3b	CEQA Documentation	February-14	December-14
Task 3c	Permitting	February-14	July-15
Task 3d	Design	February-14	December-14
Task 3e	Project Monitoring Plan	February-14	December-14
Task 4	Construction/Implementation	July-14	December-15
Task 4a	Contract Services	July-14	December-15
Task 4b	Construction/Administration	July-14	December-15
Task 4c	Construction/Implementation Activities	July-14	December-15

Project 2: Zone 7 Water Supply Drought Preparedness Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	October-14	July-15
Task 1a	Project Management	October-14	July-15
Task 1b	Labor Compliance Program	October-14	June-15
Task 1c	Reporting	October-14	June-15
Task 2	Land Purchase/Easement	January-15	July-15
Task 3	Planning/Design/Engineering/Environmental Documentation	January-14	July-15
Task 3a	Feasibility Studies/Assessment and Evaluation	January-14	Completed
Task 3b	CEQA Documentation	January-14	Completed
Task 3c	Permitting	January-14	Completed
Task 3d	Design	January-14	Completed
Task 3e	Project Monitoring Plan	June-15	July-15
Task 4	Construction/Implementation	February-14	December-14
Task 4a	Contract Services	February-14	December-14
Task 4b	Construction/Administration	February-14	December-14
Task 4c	Construction/Implementation Activities	February-14	December-14

Project 3: Los Carneros Water District and Milliken-Sarco-Tulocay Recycled Water Pipelines			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	September-13	June-16
Task 1a	Project Management	September-13	June-16
Task 1b	Labor Compliance Program	July-14	February-16
Task 1c	Reporting	September-14	June-16
Task 2	Land Purchase/Easement	January-13	December-14
Task 3	Planning/Design/Engineering/Environmental Documentation	January-07	February-16
Task 3a	Feasibility Studies/Assessment and Evaluation	January-07	December-14
Task 3b	CEQA Documentation	January-08	July-14
Task 3c	Permitting	April-11	April-15
Task 3d	Design	December-10	December-14
Task 3e	Project Monitoring Plan	June-15	July-15
Task 4	Construction/Implementation	June-14	March-16
Task 4a	Contract Services	June-14	March-16
Task 4b	Construction/Administration	July-14	February-16
Task 4c	Construction/Implementation Activities	August-14	February-16

Project 4: Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	October-14	March-17
Task 1a	Project Management	October-14	March-17
Task 1b	Labor Compliance Program	October-14	December-16
Task 1c	Reporting	October-14	March-17
Task 2	Land Purchase/Easement	June-14	August-15
Task 3	Planning/Design/Engineering/Environmental Documentation	June-14	July-15
Task 3a	Feasibility Studies/Assessment and Evaluation	June-14	December-14
Task 3b	CEQA Documentation	June-14	December-14
Task 3c	Permitting	June-14	July-15
Task 3d	Design	June-14	July-15
Task 3e	Project Monitoring Plan	June-14	July-15
Task 4	Construction/Implementation	July-15	December-16
Task 4a	Contract Services	July-15	October-16
Task 4b	Construction/Administration	July-15	October-16
Task 4c	Construction/Implementation Activities	July-15	December-16

Project 5: DERWA Phase 3 Recycled Water Expansion Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	November-14	October-16
Task 1a	Project Management	November-14	October-16
Task 1b	Labor Compliance Program	December-14	July-16
Task 1c	Reporting	December-14	October-16
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	June-14	July-15
Task 3a	Feasibility Studies/Assessment and Evaluation	June-14	December-14
Task 3b	CEQA Documentation	June-14	February-15
Task 3c	Permitting	June-14	July-15
Task 3d	Design	June-14	March-15
Task 3e	Project Monitoring Plan	June-14	July-15
Task 4	Construction/Implementation	November-14	July-16
Task 4a	Contract Services	November-14	July-16
Task 4b	Construction/Administration	December-14	July-16
Task 4c	Construction/Implementation Activities	December-14	July-16

Project 6: Calistoga Recycled Water Storage Facility			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	March-14	May-16
Task 1a	Project Management	March-14	May-16
Task 1b	Labor Compliance Program	January-15	January-16
Task 1c	Reporting	March-14	May-16
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	March-14	April-15
Task 3a	Feasibility Studies/Assessment and Evaluation	March-14	June-14
Task 3b	CEQA Documentation	March-14	July-14
Task 3c	Permitting	March-14	March-15
Task 3d	Design	March-14	February-15
Task 3e	Project Monitoring Plan	March-14	April-15
Task 4	Construction/Implementation	March-15	February-16
Task 4a	Contract Services	March-15	February-16
Task 4b	Construction/Administration	March-15	February-16
Task 4c	Construction/Implementation Activities	March-15	January-16

Project 7: Drought Relief for South Coast San Mateo County			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	August-15	December-16
Task 1a	Project Management	August-15	December-16
Task 1b	Labor Compliance Program	October-15	December-16
Task 1c	Reporting	October-15	December-16
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	September-15	December-15
Task 3a	Feasibility Studies/Assessment and Evaluation	September-15	December-15
Task 3b	CEQA Documentation	September-15	December-15
Task 3c	Permitting	September-15	December-15
Task 3d	Design	September-15	December-15
Task 3e	Project Monitoring Plan	September-15	December-15
Task 4	Construction/Implementation	January-15	September-16
Task 4a	Contract Services	January-15	September-16
Task 4b	Construction/Administration	January-15	September-16
Task 4c	Construction/Implementation Activities	January-15	September-16

Project 8: Stinson Beach Water Supply & Drought Preparedness Plan			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	March-14	October-17
Task 1a	Project Management	March-14	October-17
Task 1b	Labor Compliance Program	March-14	October-17
Task 1c	Reporting	March-14	October-17
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	March-14	September-15
Task 3a	Feasibility Studies/Assessment and Evaluation	March-14	September-15
Task 3b	CEQA Documentation	March-14	September-15
Task 3c	Permitting	March-14	September-15
Task 3d	Design	March-14	September-15
Task 3e	Project Monitoring Plan	March-14	July-15
Task 4	Construction/Implementation	July-14	July-17
Task 4a	Contract Services	July-14	July-17
Task 4b	Construction/Administration	July-14	July-17
Task 4c	Construction/Implementation Activities	July-14	July-17

Project 9: Bay Area Regional Drought Relief Conservation Program			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	October-14	March-19
Task 1a	Project Management	October-14	March-19
Task 1b	Labor Compliance Program	October-14	December-18
Task 1c	Reporting	October-14	March-19
Task 1d	Project Monitoring Plan	June-15	July-15
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	N/A	N/A
Task 3a	Feasibility Studies/Assessment and Evaluation	N/A	N/A
Task 3b	CEQA Documentation	N/A	N/A
Task 3c	Permitting	N/A	N/A
Task 3d	Design	N/A	N/A
Task 4	Construction/Implementation	June-14	December-18
Task 4a	Contract Services	June-14	December-18
Task 4b	Construction/Administration	June-14	December-18
Task 4c	Construction/Implementation Activities	June-14	December-18

Project 10: WaterSMART Irrigation with AMI/AMR			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	October-14	October-18
Task 1a	Project Management	October-14	October-18
Task 1b	Labor Compliance Program	October-14	October-18
Task 1c	Reporting	October-14	October-18
Task 2	Land Purchase/Easement	N/A	N/A
Task 3	Planning/Design/Engineering/Environmental Documentation	October-14	July-15
Task 3a	Feasibility Studies/Assessment and Evaluation	October-14	October-15
Task 3b	CEQA Documentation	N/A	N/A
Task 3c	Permitting	N/A	N/A
Task 3d	Design	October-14	October-15
Task 3e	Project Monitoring Plan	October-14	July-15
Task 4	Construction/Implementation	April-15	June-18
Task 4a	Contract Services	April-15	June-18
Task 4b	Construction/Administration	April-15	June-18
Task 4c	Construction/Implementation Activities	April-15	June-18

Project 11: Grant Administration Project			
Task	Category	Start Date	End Date
Task 1	Direct Project Administration	January-14	May-19
Task 1a	Project Management	January-14	May-19
Task 1b	Labor Compliance Program	-	-
Task 1c	Reporting	January-14	May-19

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, "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, 2018 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:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this 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
ADMINISTRATIVE COMMITTEE

RESOLUTION NO. 09-14

**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 DROUGHT RELIEF PROJECTS**

NOW, THEREFORE, BE IT RESOLVED, that the Administrative Committee of the Association of Bay Area Governments hereby approves 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 Bay Area Drought Relief Program (BAYDRP). 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.

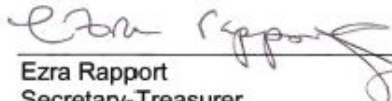
The foregoing was adopted by the Administrative Committee this 13th day of June, 2014.



Julie Pierce
Chair

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 Administrative Committee of the Association at a duly called meeting held on the 13th day of June, 2014.



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:

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 - Lower Cherry Aqueduct Emergency Rehabilitation Project	San Francisco Public Utilities Commission Attn: Michelle Novotny	525 Golden Gate Avenue, 13 th Floor San Francisco, CA 94102
Project 2 - Zone 7 Water Supply Drought Preparedness Project	Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7 Water Agency) Attn.: Rhett Alzona	100 North Canyons Parkway Livermore, CA 94550
Project 3 - Los Carneros Water District and Milliken-Sarco-Tulocay Recycled Water Pipelines	Napa Sanitation District Attn: Jeff Tucker	1515 Soscol Ferry Road Napa, CA 94558
Project 4 - Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline	Santa Clara Valley Water District Attn: Tracy Hemmeter	5905 Winfield Blvd San Jose, CA 95123
	City of Sunnyvale Attn: Bhavani Yerrapotu	1444 Borregas Ave Sunnyvale, CA 94089
Project 5 - DERWA Phase 3 Recycled Water Expansion Project	Dublin San Ramon Services District D Attn: Ms. Rhodora Biagtan	Dublin San Ramon Services District 7051 Dublin Blvd. Dublin, CA 94568
	East Bay Municipal Utility District Attn: Ms. Linda Hu	East Bay Municipal Utility District 375 11th St., Oakland 94607
Project 6 - Calistoga Recycled Water Storage Facility	City of Calistoga Department of Public Works	414 Washington Street Calistoga, Ca 94515
Project 7 - Drought Relief for South Coast San Mateo County	San Mateo Resource Conservation District Attn: Kellyx Nelson	625 Miramontes Street, Suite 103, Half Moon Bay, CA 94019
Project 8 - Stinson Beach Water Supply & Drought Preparedness Plan	Stinson Beach County Water District Attn: Ed Schmidt	3785 Shoreline Highway Stinson Beach, CA 94970
Project 9 - Bay Area Regional Drought Relief and Water Conservation Project	Stopwaste Attn: Teresa Eade and Stephanie Stern	1537 Webster Street Oakland, CA 94612
Project 10 - WaterSMART Irrigation with AMI/AMR	Marin Municipal Water District Attn: Thomasin Grim	220 Nellen Avenue Corte Madera, CA 94925-1169
Project 11 - Grant Administration	Association of Bay Area Governments Attn: Jennifer Krebs	P.O. Box 2050 Oakland, CA 94604-2050

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, discuss the following at the task level, as organized in Exhibit A Work Plan:

- Percent complete estimate.
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A Work Plan:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the 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 versus 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.
- 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 versus 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/. 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

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, policies, 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 amendments 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 GUIDANCE

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (upon project completion, five years after completion, etc.)
- How often will monitoring be undertaken (monthly yearly, etc.).
- Where are monitoring point locations (ex: meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (ex: irrigation, pest management, weed abatement..)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g.,: paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

Attachment 4

Local Project Sponsor Agreement
between

ABAG/SFEP and **San Francisco Public Utilities Commission**
Proposition 84 Integrated Regional Water Management 2014 Drought Grant
- Department of Water Resources –
Agreement Number 4600010883

Special Conditions

Special Conditions for San Francisco Public Utilities Commission (SFPUC)

The following changes and additions are made to the Base Document:

- A. Section 4.5: Replace the third sentence with the following:
Further, the LPS Committee will allocate among the Local Project Sponsors any Grant Administrative Costs that exceed the amount allocated for same by the Grant Agreement, provided, however, that any such cost allocated to SFPUC shall not exceed the amount specified in section 5.11.

- B. Section 5.1: Replace the second sentence with the following:
SFPUC understands and agrees that for purposes of the foregoing, any requirements and responsibilities imposed upon ABAG as Grantee under the Grant Agreement are hereby passed-through to, and adopted by SFPUC, as obligations of SFPUC, excepting only ABAG's obligations as defined in subsections 4.1 – 4.5 of this Local Project Sponsor Agreement.

- C. Section 5.8: Replace the first sentence with the following:
SFPUC shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances and directives relating to implementation of the Project, now existing and as such may change from time-to-time.

- D. Section 6.1: Replace with the following:
SFPUC shall indemnify, defend, and hold harmless the other Local Project Sponsors and ABAG and their respective members, elected and appointed officers, employees, and agents from and against any and all liability resulting from SFPUC's act(s) and/or omission(s) arising from and/or relating to the Project under this Local Project Sponsor Agreement, and as such would be imposed in the absence of Government Code section 895.2.

- E. Section 6.2: Replace with the following:
ABAG shall indemnify, defend, and hold harmless SFPUC and its elected and appointed officers, employees, and agents from and against any and all liability resulting from ABAG's act(s) and/or omission(s) arising from and/or relating to the ABAG Projects, or to ABAG's obligations and responsibilities under this Local Project Sponsor Agreement or the Grant Agreement and as such would be imposed in the absence of Government Code section 895.2.

- F. Section 6.3: Replace with the following:
Without limiting the scope of subsections 6.1 or 6.2, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including reasonable attorney, auditor, and/or expert witness fees.

- G. Section 7.2: Replace the last sentence with the following:
Upon termination of this Local Project Sponsor Agreement: (1) the rights and duties of the parties with respect to the Work Plan, any portion of the Subaward Amount

and any asset acquired with proceeds of the Subaward Amount shall be determined in accordance with the provisions of the Grant Agreement and this Local Project Sponsor Agreement and (2) SFPUC shall pay all costs attributable to SFPUC's default incurred by the State in enforcing section 14 of the Grant Agreement including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- H. Certification of Controller. The provisions of the Agreement relating to payment of exceedences in ABAG/SFEP's administrative costs as set forth in section 4.5 and to provision by SFPUC of the Cost Share as set forth in section 5.2 are subject to the budget and fiscal provisions of the City and County of San Francisco's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the SFPUC's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to the SFPUC at the end of any fiscal year if ABAG/SFEP identifies an administrative cost exceedence and funds are not appropriated for the next succeeding fiscal year, or if the Controller declines to certify funds for provision of the SFPUC's Cost Share and those funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The SFPUC has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. The SFPUC budget decisions are subject to the discretion of the Mayor and the Board of Supervisors of the City and County of San Francisco.
- I. San Francisco's Campaign and Governmental Conduct Code. Through its execution of this Agreement, ABAG/SFEP acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, the provisions of Article III, Chapter 2 of San Francisco's Campaign and Governmental Conduct Code, and the provisions of Sections 87100 *et seq.* and Sections 1090 *et seq.* of the Government Code of the State of California and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if ABAG/SFEP becomes aware of any such fact during the term of this Agreement, ABAG shall immediately notify the SFPUC.