

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

**GRANT AGREEMENT BETWEEN STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES AND**

**Bay Area Clean Water Agencies**

**AGREEMENT NUMBER 4600007654**

**UNDER THE WATER SECURITY, CLEAN DRINKING WATER, COASTAL AND BEACH  
PROTECTION ACT OF 2002  
(Water Code Section 79500 et seq.)**

THIS GRANT AGREEMENT, entered into by and between State of California, acting by and through the Department of Water Resources, herein referred to as the "State" and the Bay Area Clean Water Agencies, a public agency in the Counties of Marin, San Francisco, San Mateo, Napa, Solano, Alameda, Contra Costa, Santa Clara, Sonoma, 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 OF GRANT:** This Grant is made by State to Grantee to assist in financing projects associated with the San Francisco Bay Area Integrated Regional Water Management Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code, hereinafter collectively referred to as "IRWM Program." Grant funds may be used only as provided in this Grant Agreement for Eligible Costs as included in Exhibit A, Work Plan.
2. **TERM OF GRANT AGREEMENT:** The term of this Grant Agreement begins on March 20, 2007 (effective date), and terminates on December 31, 2014, or when all of the Parties' obligations under this Grant Agreement have been fully satisfied, whichever occurs earlier.
3. **SCHEDULE:** Grantee shall diligently perform or cause to be performed all IRWM Program work as described in Exhibit A, Work Plan, in accordance with Exhibit B, Schedule.
4. **GRANT AMOUNT:** The maximum amount payable by State under this Grant Agreement shall not exceed \$12,500,000.
5. **GRANTEE'S COST:** The reasonable total costs of the Program are estimated to be \$106,796,142 which is depicted in Exhibit C, Budget Table 1. Grantee agrees to fund or ensure funding of the difference, if any, between the estimate of IRWM Program cost and the Grant Amount specified in paragraph 4. Grantee local cost is estimated to be \$94,296,142.
6. **ELIGIBLE COST:** Grantee shall apply State Grant funds received only to Eligible Costs. Eligible Costs are the reasonable and necessary costs of engineering, design, legal fees, land and easement, preparation of environmental documentation, environmental mitigation, and project implementation. Only work performed after the effective date of this Grant Agreement shall be eligible for reimbursement. Costs incurred after November 5, 2002, and prior to the effective date of this Grant Agreement are not eligible for reimbursement. However, such costs may be considered, at State's discretion, as part of Grantee's funding match, if such costs were otherwise

reimbursable. Costs that are not reimbursable with grant funds include, but may not be limited to, the following:

- Costs incurred prior to November 5, 2002.
- Operation and maintenance costs, including post construction performance and monitoring costs.
- Purchase of equipment not an integral part of a project.
- Establishing a reserve fund.
- Purchase of water supply.
- Replacement of existing funding sources for ongoing programs.
- Support of existing agency requirements and mandates.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of this Grant Agreement.
- 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.
- Overhead not directly related to Program costs.

7. **GRANTEE RESPONSIBILITY:** Grantee and its representatives, with the authority to act for Grantee, shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. Grantee or its representatives shall provide regular inspections of any construction work in progress. Grantee and its representatives shall fulfill its obligations under the Grant Agreement and the IRWM Program, and shall be responsible to keep all work under control.

Grantee shall be responsible for any and all disputes arising out of its contracts for work on the IRWM Program, including but not limited to bid disputes and payment disputes with Grantee's representatives, Local Project Sponsors, contractors and subcontractors. State will not mediate disputes between Grantee and any other entity concerning responsibility for performance of work.

8. **LOCAL PROJECT SPONSOR 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** IRWM Plan. Grantee shall be considered a Local Project Sponsor for projects sponsored by Grantee.. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically provided in this Grant Agreement. Exhibit G identifies Local Project Sponsors.
9. **RELATIONSHIP OF PARTIES:** Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the **San Francisco Bay Area** IRWM Program. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.
10. **GRANTEE REPRESENTATIONS:** 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

Grantee in the application, documents, amendments, and communications filed in support of its request for California Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects. In the event that Grantee fails to secure an agreement with any of the Local Project Sponsors by September 30, 2008, the Grantee will not be held responsible for the associated local project sponsor activities under Section 7 of this Grant Agreement, and State may reduce the grant according to the portion of grant intended for the nonparticipating Local Project Sponsor(s). In addition, in the event the Grantee fails to secure an agreement with any of the Local Project Sponsor(s), the Grantee shall submit to the Department a revised grant agreement Scope of Work within four months of the failure to secure such an agreement.

Grantee shall submit to the Department copies of all agreements with Local Project Sponsors within two months of the execution of such agreements.

11. IRWM PROGRAM PERFORMANCE AND ASSURANCES: Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications under this Grant Agreement and implement the Program in accordance with applicable provisions of the law. 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.
12. REQUIREMENTS FOR DISBURSEMENT: Grantee shall, by <Enter Date>, meet all conditions precedent to the disbursement of money under this Grant Agreement, including Basic Conditions, paragraph 13. Failure by Grantee to comply by this date may, at the option of State, result in termination of the Grant Agreement under Exhibit D, Standard Conditions. For disbursements of funds for each project, Grantee shall continue to meet the Basic Conditions as well as the Conditions for Disbursement, paragraph 14.
13. BASIC CONDITIONS: State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the California Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 which include:
  - a) Adoption of an Integrated Regional Water Management Plan.
  - b) Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
  - c) Grantee demonstrates the availability of sufficient funds to complete the project, taking into account that portion of the Grant Amount, specified in Paragraph 4, that has yet to be disbursed.
  - d) Grantee demonstrates that it has complied with all applicable requirements of the California Environmental Quality Act and the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, and environmental permits as may be required prior to beginning construction/implementation.
  - e) For the term of this Grant Agreement, Grantee submits timely periodic progress reports as required by paragraph 21.
14. CONDITIONS FOR DISBURSEMENT: Prior to disbursement of funds, for each project, by State, Grantee shall submit to State:

- a) Final plans and specifications certified by a California Registered Civil Engineer as to compliance with the approved project as defined in paragraph 1.
- b) A written statement that all necessary permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies as specified in paragraph 24 have been obtained.

15. **METHOD OF PAYMENT:** After the disbursement requirements in paragraph 12 are met, State will disburse the whole or portions of the Grant commitment to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely progress reports as required by paragraph 21. Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts 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 a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- c) Any appropriate receipts and reports for costs incurred.
- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories specified in the Budget, Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, paragraph 4 and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, paragraph 5.
  - iv. Original signature and date (in ink) of Grantee's Project Manager

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources  
 Division of Planning and Local Assistance  
 Conjunctive Water Management Branch  
 Attention: IRWM Grant Analyst

Overnight/Hand Delivery Address:  
 901 P Street, Room 213 A  
 Sacramento CA 95814

Mailing Address:  
 P. O. Box 942836  
 Sacramento, CA 94236-0001

16. **DISBURSEMENT:** Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Once an individual project has expended the amount specified in the column entitled "Required Local Cost Share" in Exhibit C, Table 1, grant funds will then be disbursed on that project up to its maximum grant award as depicted in Exhibit C, Budget Tables 1 and 2. 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 Costs.

17. **WITHHOLDING OF GRANT DISBURSEMENT BY STATE:** If State determines that a project is not being constructed substantially in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply substantially 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 Grant Commitment and take any other action that it deems necessary to protect its interests.
18. **WITHHOLDING A PORTION OF THE GRANT AMOUNT:** If State makes a determination applicable to only a portion of the grant scope that Grantee has not substantially complied with the Grant Agreement's requirements pursuant to paragraph 17, State shall notify Grantee of its determination. State may withhold a portion of the Grant Commitment and require that Grantee immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in paragraphs 19 and 20. If State withholds a portion of the grant amount, State may require Grantee to submit a revised Work Plan, Schedule, and Budget for State's approval before State disburses any additional grant amount.
19. **WITHHOLDING THE ENTIRE GRANT AMOUNT:** If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to paragraph 17, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.
20. **DEFAULT PROVISIONS:** Grantee will be in default under this Grant Agreement if any of the following occur:
  - Breach 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;
  - Making any false warranty, representation, or statement with respect to this Grant Agreement;
  - Failure to operate or maintain projects in accordance with this Grant Agreement; or
  - Failure to make any remittance required by this Grant Agreement.

Should an event of default occur, State may do any or all of the following:

  - Declare the Grant 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;
  - Terminate any obligation to make future payments to Grantee;
  - Terminate the Grant Agreement; and
  - Take any other action that it deems necessary to protect its interests.
21. **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 in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for approval of reports. Reports shall be presented in the formats described in Exhibit E, Report Format. The submittal and approval of reports is a requirement for initial and continued disbursement of State funds. Submittal of a Project Completion Report for each project listed on Exhibit A, Work Plan, is a requirement for the release of any funds retained for such project.
  - **Quarterly Reports:** Beginning <insert date>, and for the duration of the Grant Agreement, Grantee shall submit to State a quarterly report which explains the status of each project described in the Work Plan, Exhibit A. Reports shall be submitted by the last day of January, April, July, and October for the preceding quarter. Progress reports shall summarize the work completed for each project during the reporting period. Quarterly reports shall include, for

each project, a statement of progress compared to the schedule contained in Exhibit B, Schedule, and a comparison of actual costs to date to the budget contained in Exhibit C, Budget.

- Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A, Work Plan. Grantee shall submit a Project Completion Report within ninety (90) calendar days of completion of all tasks associated with a project. Each Project Completion Report shall include a description of actual work done, a final schedule showing actual progress versus planned progress, and 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 registered civil engineer, consistent with Standard Condition D-14 of this Grant Agreement.
- Grant Completion Report: Upon completion of all projects included in Exhibit A, Work Plan, 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 a brief description of each project completed and how they will further the goals of the IRWM Plan; identify any changes to the IRWM Plan, as a result of project implementation; and an updated IRWM Plan, if applicable.
- Post Performance Reports: Grantee shall submit a Post Performance Report for each project. Post Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. In subsequent operational years, all Post Performance Reports for projects completed under this Grant Agreement shall be submitted concurrently, and no later than <INSERT DATE> of each year. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.

22. **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 the 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. Exhibit H, Statewide Monitoring, provides guidance on such monitoring requirements.

23. **OPERATION AND MAINTENANCE OF PROJECT:** For the useful life of the projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State’s Project Manager. For purposes of this Grant Agreement, “operation costs” include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. “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 20.

24. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS:** Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A, Work Plan, prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Grantee and Local Project Sponsors shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works.

25. **NOTIFICATION OF STATE:** For each project, Grantee shall promptly notify, in writing, State 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 project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change.
  - 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 fourteen (14) calendar days prior to the event.
  - c) Completion of work on a project.
  - d) Final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-14, and provide State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.

26. **PROJECT MANAGERS:** Either party may change its Project Manager upon written notice to the other party.
- State's Project Manager: State's Project Manager shall be the Chief, Division of Planning and Local Assistance, Department of Water Resources. State's Project Manager shall be State's representative and shall have the authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under the Grant Agreement.
  - Grantee's Project Manager: Grantee's Project Manager shall be <Executive Director, Bay Area Clean Water Agencies>. Grantee's Project Manager shall be the Grantee's representative for the administration of the Grant Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests.

27. **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 sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return

receipt requested, postage prepaid; (iii) by “overnight” delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by facsimile transmission, followed by the submission of a hard copy. 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 seven (7) 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 by facsimile will be effective on the date of successful transmission, which is documented in writing. Notices shall be sent to the following addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below:

State of California  
Department of Water Resources  
Division of Planning and Local Assistance  
Attention: Chief, Division of Planning and Local Assistance  
Conjunctive Water Management Branch  
Post Office Box 942836  
Sacramento, California 94236-0001

Executive Director  
Bay Area Clean Water Agencies  
6114 LaSalle Ave, #456  
Oakland, CA 94611

28. INCORPORATION OF STANDARD CONDITIONS AND GRANTEE COMMITMENTS: The following exhibits are attached and made a part of this Grant Agreement by this reference:
- Exhibit A – Work Plan
  - Exhibit B – Schedule
  - Exhibit C – Budget
  - Exhibit D – Standard Conditions
  - Exhibit E – Report Format
  - Exhibit F – Grantee Resolution
  - Exhibit G – Local Project Sponsors
  - Exhibit H – Statewide Monitoring

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

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

**BAY AREA CLEAN WATER AGENCIES**

\_\_\_\_\_  
John Woodling,  
Acting Chief, Division of Planning and Local  
Assistance

\_\_\_\_\_  
David Tucker  
Board Chair

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
David Sandino  
Chief Counsel, Office of Chief Counsel

Date \_\_\_\_\_

**EXHIBIT A  
WORK PLAN**

**Proposition 50 Chapter 8 Implementation Grant  
Bay Area Integrated Regional Water Management Plan**

**Table of Contents**

*Element 1. CCWD-EBMUD Regional Intertie, Variable Frequency Drives (CCWD)..... 10*  
*Element 2. Regional Conservation Outreach Campaign Project (BACWA)..... 11*  
*Element 3. California WaterStar Initiative Water Efficient Product Testing and Labeling Project (EBMUD) ..... 13*  
*Element 4. New Business Guidebook Pilot Program Project (EBMUD) ..... 14*  
*Element 5. Redwood City Recycled Water Project Distribution Pipeline Bid Package 7 ..... 15*  
*Element 6. Mountain View / Moffett Recycled Water Pipeline Project (Palo Alto)..... 16*  
*Element 7. South Bay Advanced Recycled Water Treatment Project (SCVWD & San Jose). 18*  
*Element 8. Richmond Advanced Recycled Expansion (RARE) Water Project ..... 19*  
*Element 9. Pacifica Recycled Water Project..... 13*  
*Element 10. North Marin Recycled Water Project ..... 22*  
*Element 11. Mocho Groundwater Demineralization Plant Project ..... 23*  
*Element 12. Direct-Installation Commercial High-Efficiency Toilet Program ..... 25*  
*Element 13. Groundwater Exploration Project ..... 26*  
*Element 14. Alameda Creek Phase 2 Fish Passage Project (ACWD) ..... 27*  
*Element 15. Napa Marsh Restoration / Recycled Water Project (SCVSD) ..... 30*  
*Element 16. Grant Administration ..... 31*

**Element 1. CCWD-EBMUD Regional Intertie, Variable Frequency Drives (CCWD)**

Project Sponsor: Contra Costa Water District

**Project Description**

Contra Costa Water District (CCWD) and East Bay Municipal Utility District (EBMUD) recently completed a 100 mgd connection between their water supply systems (Phase 1 of the project) that increases security and emergency preparedness for 1.7 million people. This intertie allows water to be supplied in either direction (EBMUD to CCWD or CCWD to EBMUD) under limited operating conditions. Phase 2 would allow greater operating flexibility in the timing and rate of supply which would expand the operating scenarios under which the intertie could be used for emergencies or during planned outages of major facilities and save energy by reducing the need for throttling. Phase 2 of the intertie project entails installation of variable frequency drives (VFDs) on new pumps being constructed by CCWD at Victoria Canal. Design for this phase of the project is complete. The Phase 2 project schedule includes the following milestones: design completion by April 2008; procurement in fall 2008; installation in early 2010, and; operational by summer 2011. Benefits specific to Phase 2 of the project include:

- Increased water supply reliability
- Reduced energy use
- Increased operating flexibility

**Project Components**

*Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

*Task 2. Land Purchase/Easement*

There are no additional property requirements for the installation of VFDs instead of constant speed pump motors. Land acquisition for the Victoria Canal Pumping Plant is **complete**.

*Task 3. Planning/Design/Engineering/Environmental Documentation*

Planning documents have been prepared to demonstrate the viability of the project. Phase 2 **design for** this project, contracted to Carollo Engineers is **complete**. The VFDs will be installed as part of the construction of the new pumping plant at Victoria Canal which has a certified EIR. There are no additional impacts associated with using VFDs instead of constant speed motors. Additionally, there are no special permits required to install or operate VFDs instead of constant speed pump motors. The permitting process to construct and operate the new pump station is well under way, with biological opinions received from USFWS & NMFS, applications submitted to the Corps and DFG, and initial discussions held with SWRCB regarding approval of a change in point of diversion. Phase 2 Design is estimated to cost approximately \$200,000. These costs will not be funded by this grant.

*Task 4. Construction/Implementation*

Phase 2 facilities include two 3,000 horsepower VFDs and related electrical equipment at CCWD's Victoria Canal Pump Station. **The VFDs will be housed in a 2200 sq ft concrete** building to protect the sensitive electrical components in the VFDs from dust and dirt and the building must be equipped with temperature control to provide an environment that ensures long equipment life. Construction will begin early 2010 with system operational by summer 2011. Total construction costs are estimated at \$1.7 M for the VFDs of which \$500,000 will be funded by this Proposition 50, Chapter 8 grant.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

Phase 2 will be constructed as part of CCWD's new pumping plant on Victoria Canal for which an EIR/EIS has been completed. The CCWD Board of Directors certified the EIR for that project in November 2006. **CCWD anticipates that the** U.S. Bureau of Reclamation, the NEPA lead, **will issue** the Record of Decision in **June 2008**. The installation of VFDs instead of constant speed motors does not require additional environmental documentation.

*Task 6. Construction Administration*

Construction Administration includes Construction Management services. These work items include the following: review contractor's schedule and make recommendations; manage and coordinate all project inquiries; manage and coordinate all contractor correspondence; maintain detailed project records; receive, log, and distribute all submittals for review; inspect completed construction; recommend final payment and submit all project files for archiving. Total construction administration costs are estimated at \$285,980. These costs will not be funded by this grant.

*Task 7. Other Costs*

No other work items have been identified at this time.

*Task 8. Contingency*

Contingency is estimated at \$230,800 based on 20% of the estimated base construction cost. These costs will not be funded by this grant.

**Element 2. Regional Conservation Outreach Campaign Project (BACWA)**

Project Sponsor: Bay Area Clean Water Agencies (BACWA) in partnership with the San Francisco Public Utilities Commission (SFPUC), members of the Bay Area Water Agencies Coalition (BAWAC) and the City of Napa.

**Project Description**

The Regional Water Conservation Outreach campaign will include a regional media campaign aimed at reminding Bay Area residents and businesses that water is a precious resource that should be used

efficiently. The media campaign will highlight simple and effective steps Bay Area residents and businesses can take to conserve water now and for the future. In an effort to reach the entire Bay area, the campaign will blanket billboards, transit stations, buses, trains, newspapers and radio throughout the region. The effort will also feature a website where Bay Area residents can link directly to their local water agency's website, as well as websites devoted to wise water use such as U.S EPA Water Sense and green building websites that cover water savings. These resources will lead users to their local water agencies to request water conservation services and incentives, such as rebates toward the purchase of water-saving appliances. This regional outreach effort is critical as the Bay Area has experienced **dry conditions in 2007 and 2008** and is experiencing ongoing water supply concerns related to the Delta and other water sources. The Regional Conservation Project will:

- Increase regional water conservation awareness
- Address water conservation needs as a result of regional conditions
- Coordinate conservation messages throughout Bay Area
- Direct audience to local programs through centralized regional conservation campaign
- Reduce water consumption

Over the course of the campaign, SFPUC will serve as the Campaign Coordinator and manage the day-to-day operations of the campaign.

### **Project Components**

#### *Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

#### *Task 2. Land Purchase/Easement*

This project does not require any land or easements.

#### *Task 3. Planning/Design/Engineering/Environmental Documentation*

No funding is allocated to this activity.

#### *Task 4. Implementation*

Project implementation includes the following activities:

- Development of a new regional water conservation scheme for marketing materials
- Setup and launch of new regional water conservation website with information linking member agencies
- Outdoor media and transit advertisements throughout the service areas **(BART, AC Transit, MUNI, SamTrans)**
- Radio PSA production
- **2 month flight of radio advertising on 6 local radio stations**
- Newspaper Advertisement including:
  - San Francisco Chronicle
  - San Francisco Examiner
  - San Jose Mercury News
  - San Mateo County Times
  - San Mateo Daily News
  - Contra Costa Times
  - Tri-Valley Herald
  - Hayward Review
  - Napa Valley Register
  - Other regional papers where appropriate
- Development of marketing and educational water conservation materials for use by all member agencies

- Easy peel stickers/decals for display in civic buildings, parks, restrooms, airports, etc.
- Regional water conservation bill insert
- Water conservation banners
- Regional water conservation brochure
- Water conservation tips sheets in multiple languages
- Water conservation freebies including sponges and magnets

The cost for this implementation work is estimated at \$1,042,550, which is funded entirely from this Proposition 50, Chapter 8 grant.

- Consumer mailings will be handled by each participating agency and are not part of the funding agreement.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

This project is an exempt activity under the California Environmental Quality Act and no adverse environmental effects will result.

*Task 6. Construction Administration*

No funding is allocated to this activity.

*Task 7. Contingency*

No funding is allocated to this activity.

**Element 3. California WaterStar (CWI) Initiative Water Efficient Product Testing and Labeling Project (EBMUD)**

Project Sponsor: East Bay Municipal Utility District

**Project Description**

The purpose of the CWI is to promote innovation in new products to become more water efficient. CWI Partners will evaluate and develop a statewide voluntary water efficient product rating and labeling program. The project will showcase and reward existing products that have water-saving innovations to stimulate competition amongst manufacturers to develop products that save water and meet laboratory specifications and end-users standards. This project is intended to develop a labeling protocol aimed at improving water use efficiency for commonly-used products including plumbing fixtures, appliances, and irrigation equipment. This program would compliment the WaterSense rating and labeling program established by the U.S. Environmental Protection Agency and modeled after the “EnergyStar” program that reduces energy use for various appliances. The benefits would accrue to system wide savings in water supply, distribution, wastewater treatment, improved reliability and reduced environmental impacts statewide.

**Project Components**

*Task 1. Direct Project Administration*

The project includes Direct Project Administration (DPA), planning, implementation, and evaluation. DPA includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports.

*Task 2. Land Purchase/Easement*

This project does not require any land or easements.

*Task 3. Planning/Design/Engineering/Environmental Documentation*

Startup work for the program is being carried out separately and is not part of this funding agreement.

*Task 4. Construction/Implementation*

Project elements include:

- Product Testing and Protocols - Develop test procedures and protocols that accurately characterize water use by efficient products under typical (field) and laboratory conditions. Gaining manufacturer consent to use the test procedures and protocols is desirable, but will not be a condition of adoption of the test. A third-party water use efficiency authority must control

development of test procedures that are accurate and realistically reflect consumer use and behavior.

- **Product Test Method** - Coordination with current testing agencies and trade organizations to build on what already exists and provide the WaterStar initiative with a jump start on program implementation. Product candidates will be assembled for testing, including solicitation of samples from manufacturers. Product performance and water savings criteria will be established for each product. This will include contracting with one or more test laboratories with an initial verification and qualification steps for label candidacy. Where applicable, existing test methods will be used, and if necessary new test methods developed. Products and test results will be ranked and reviewed and approved by the Project Advisory Committee.
- **WaterStar Product Certification Directory** - Develop a directory of certified product ratings to help track, monitor and assess water-efficient product development and market transformation. Cities, water utilities and other stakeholders would benefit through access to a national registry of recommend products and practices.
- **Publish List of Products and Labeling** - A program logo and associated branding materials representative of the CWI would be a deliverable of the project, subject to available funding and associated project deliverables, and may include names other than WaterStar. Program development, market research and product testing are activities to be completed independent of a program name or logo. Work products include development of a label, web site, and marketing materials. Market research will be conducted for strategic placement of labels and flyers. The Project Advisory Committee will review and approve of the materials prior to production and distribution.

The cost is \$575,000 of which \$525,000 is grant funded and \$50,000 is the local cost share. The start up phase of this project is funded, in part, by other state funds (\$242,000), however that work is not part of this funding agreement.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

This is an exempt activity under the California Environmental Quality Act

*Task 6. Construction Administration*

No funding is allocated to this activity.

*Task 7. Other Costs*

No funding is allocated to this activity.

*Task 8. Contingency*

No funding is allocated to this activity.

**Element 4. New Business Guidebook Pilot Program Project (EBMUD)**

Project Sponsor: East Bay Municipal Utility District

**Project Description**

This project involves a one-year pilot program to review the plans of new commercial, industrial, and institutional (CII) customers for water use efficiency by EBMUD staff. Developers will be required to meet the requirements of the plan review program as a condition of EBMUD water service. It is estimated that approximately 200 CII plans and sites will be reviewed during the one year pilot study. A report will be issued that will estimate water savings, utility cost, community cost, and implementation issues. Workshops will be offered to other water providers on how to conduct plan reviews for water use efficiency and on program implementation.

**Project Components**

*Task 1. Direct Project Administration*

The project includes Direct Project Administration (DPA), planning, implementation, and evaluation. DPA includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports.

*Task 2. Land Purchase/Easement*

No funding is allocated to this activity.

*Task 3. Planning/Design/Engineering/Environmental Documentation*

No funding is allocated to this activity.

*Task 4. Construction/Implementation*

Project elements include:

- Adopting water service regulations for program implementation
- Assigning and training EBMUD staff to conduct plan reviews of new businesses in the pilot area. Currently, EBMUD does not review proposals at the plan check stage and this program would constitute a significant additional review.
- Contacting planning agencies for program coordination and implementation of plan reviews
- Conducting approximately 200 plan reviews and site inspections for a one year pilot program. Equipment specifications will be reviewed when appropriate based on potential water savings.
- Assessing and evaluating the pilot program for water savings, utility costs, community costs, and implementation and administration issues
- Issuing a report on project findings with recommendations
- Conducting training workshops for other water providers on plan review and program implementation

The cost for this task is \$100,000 of which \$75,000 is grant funded and \$25,000 is a local cost.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

This is an exempt activity under the California Environmental Quality Act

*Task 6. Construction Administration*

No funding is allocated to this activity.

*Task 7. Other Costs*

No funding is allocated to this activity.

*Task 8. Contingency*

No funding is allocated to this activity.

**Element 5. Redwood City Recycled Water Project Distribution Pipeline Bid Package 7**

Project Sponsor: City of Redwood City

**Project Description**

The Redwood City Recycled Water Project (Project) will provide up to 900 acre-feet of water per year (AFY) to customers in the Redwood Shores, Greater Bayfront and Seaport areas of Redwood City by 2010. The portion of the Project to be funded by the IRWM grant is for Distribution Pipeline Bid Package 7 (Bid Package 7). Bid Package 7 consists of the design and construction of about 4,500 feet of 24-inch diameter pipeline on East Bayshore Road and 24-inch diameter pipeline on Blomquist and Maple Streets. There is also 1300 feet of 8-inch to 24-inch laterals. Bid Package 7 will convey disinfected tertiary recycled water from the South Bayside System Authority (SBSA) sub-regional wastewater treatment plant to commercial and industrial customers in the Seaport area. Additionally, pipelines constructed as part of Bid Package 7 will provide the backbone for expanding recycled water delivery into central Redwood City and into neighboring cities. The pipeline material will be PVC.

**Project Components**

*Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports.

Direct Project Costs are \$55,000, which is a local cost.

*Task 2. Land Purchase/Easement*

No project specific permits or land purchase is required for Bid Package 7. An easement from Caltrans will be required for Bid Package 7. There are no costs associated with Land Purchase and Easements.

*Task 3. Planning/Design/Engineering/Environmental Documentation*

At this time the project is at 30% design. Final Design is expected to be completed by December 2007. An IS/MND was prepared to evaluate the impact to the environment caused by construction of the Redwood City Recycled Water Project, Bid Package 7. The IS/MND was adopted by the City in June 2002. An Addendum and responses to comments on the Addendum were prepared in May-June 2003. The City Council approved the project and issued the Notice of Determination in August 2003. Total planning, design, and environmental documentation costs are estimated at \$288,000, which is a local cost.

*Task 4. Construction/Implementation*

Bid Package 7 includes 4,500 feet of 24-inch diameter recycled water pipeline built in two segments. The first segment will consist of approximately 2,200 lf in East Bayshore Road from Whipple Avenue to Bair Island Road, and the second segment will consist of approximately 2,300 lf in Blomquist Street from Maple Street to Seaport Boulevard. There will be three branch pipelines totaling approximately 1,300 lf of 8-inch to 24-inch pipeline to Granite Rock, the Redwood City Police Facility, and Highway 101 for future service to Central Redwood City. Also included are 14 service laterals ranging in size from 2-inch to 4-inch diameter. The laterals will extend from the new recycled water pipelines to each eligible customer site.

Construction costs is \$2,880,000. Of this \$972,800 is grant funded, \$720,000 is from other state funds and \$1,187,200 is local share.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

Redwood City will incorporate mitigation measures into the project contract documents as summarized below:

- General construction measures to reduce or eliminated construction-related effects, in particular those related to traffic disruption, vehicle emissions, noise and dust generation.
- Emission control measures that follow the BAAQMD CEQA Guidance.
- Procedures in accordance with the National Historic Preservation Act of 1966 are in place in the event potential Historical, Architectural, Archeological, or Cultural Resources are discovered.
- Stormwater Pollution Prevention Best Management Practices to be implemented.
- Traffic control plan for construction activities to be submitted prior to start of construction.
- Specific requirements listed for dust control.

Costs for Environmental Compliance are included in the construction costs, Task 4.

*Task 6. Construction Administration*

Construction Administration includes construction inspection, engineering services during construction, and other construction administration services.

Total construction administration costs are estimated at \$288,000. Of this \$180,000 is the local share and \$108,000 is from other state funds.

*Task 7. Other Costs*

No other work items have been identified at this time.

*Task 8. Contingency*

Contingency is estimated as \$576,000, which is 20% of the construction costs, Task 4. This is a local cost.

**Element 6. Mountain View / Moffett Recycled Water Pipeline Project (Palo Alto)**

Project Sponsor: City of Palo Alto in partnership with the City of Mountain View

**Project Description**

The Mountain View / Moffett Area Water Recycling Project (Project) will construct a recycled water conveyance and distribution system to deliver recycled water from the Palo Alto Regional Water Quality Control Plant (RWQCP), located in the city of Palo Alto, to the city of Mountain View North Bayshore

area. The Project is composed of a conveyance pipeline and laterals necessary to serve approximately 100 customers within the Mountain View North Bayshore area in the near term. The potential demand for this area ranges from 1,370 to 1,860 acre-feet per year (AFY). This near-term demand represents ten percent (10%) of the potable water needs of the city of Mountain View. The Project will also serve as the backbone for a regional recycled water system in the long term. Longer-term opportunities include service to new customers within the RWQCP service area, in particular in Mountain View and all the way to the City of Los Altos. Treatment, storage and pumping facilities already exist in the RWQCP and are therefore not included in the Project. The pipeline will be installed using open trench methods, except at creek crossings.

### **Project Components**

#### *Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

#### *Task 2. Land Purchase/Easement*

This project will be constructed mainly in existing city streets and right-of-ways. Easement is needed in one location in Palo Alto. The City of Palo Alto has obtained a temporary construction easement and a permanent utilities easement at that site. A registered land surveyor in the State of California performed the survey for the easement and prepared the documents. City of Palo Alto acquired the easement at no cost, except for the document preparation fee of \$2,112, which is a local cost. In exchange, the property owner obtained the right to an existing City easement in the same property that is no longer needed.

#### *Task 3. Planning/Design/Engineering/Environmental Documentation*

Planning efforts include site investigation, market analysis, project alternatives development, public outreach and workshops. The planning efforts were documented in the Facility Plan Report. The Facility Plan Report was completed in December 2003. RMC Water & Environment completed final design of the project in March 2007, which incorporated recommendations from the value engineering report that was prepared in November 2006. The bid package for the project has been advertised. Bid was awarded to the lowest responsible bidder, McGuire & Hester in June 2007. Environmental Documentation included an Initial Study/Mitigated Negative Declaration (IS-MND). A Mitigation Monitoring and Reporting Plan was completed as part of the IS-MND. The Notice of Determination was filed on February 04, 2004 in Santa Clara County.

The planning, design, and environmental documentation costs totaled to \$1,776,707, of which \$671,739 was paid by other State funding and the balance was local cost.

#### *Task 4. Construction/Implementation*

Construction activities include the following:

- Approx. 6,222 feet of 30" pipe and fittings
- Approx. 12,791 feet of 24" pipe and fittings
- Approx. 2,763 feet of 18" pipe and fittings
- Approx. 748 feet of 16" pipe and fittings
- Approx. 4,645 feet of 12" pipe and fittings
- Approx. 8000 feet small diameter pipe and fittings
- Valves and hydrants
- Customer connections and meters

The bid price for the construction of the project is \$15,950,279, with \$972,800 to be funded from the grant. \$10,478,261 is covered by other State funds and the local share is \$4,499,218.

#### *Task 5. Environmental Compliance / Mitigation / Enhancement*

A Mitigation Monitoring and Reporting Plan was prepared and appended to the IS-MND. The following mitigations were identified and will be implemented during construction:

- A dust abatement program

- A spill prevention plan
- A qualified biological monitor will be on site during crossing over the creeks
- A registered professional archeologist will be on-call. If any cultural resources are encountered during construction, the archeologist will be notified to record the location of such resources and City will coordinate any findings with the appropriate state, federal and tribal entities.
- A health and safety plan

The costs of the compliance are included in the construction bid price.

*Task 6. Construction Administration*

RMC Water & Environment and URS CORP will provide construction Administration. This task as described below includes construction management services:

- Review contractor's schedule and make recommendations
- Provide inspection during construction
- Monitor compliance with all permit conditions
- Monitor compliance with all mitigation plans and programs, including labor compliance program
- Monitor compliance with bid documents and perform quality control
- Review change order requests and provide recommendations
- Manage and coordinate all project inquiries, serve as focal point
- Manage and coordinate all contractor correspondence
- Maintain detailed project records
- Receive, log, and distribute all submittals for review
- Review progress payment requests
- Inspect completed construction
- Recommend final payment and submit all project files for archiving

Total construction administration costs are \$1,542,873. \$500,000 will be provided by other State funds and the balance will be local costs.

*Task 7. Other Costs*

There are a number of permits and agency review must be obtained prior to project construction, including a street opening permit and County Health Department design review for Title 22 compliance. The total costs for this are estimated at \$350,000, which is a local cost.

*Task 8. Contingency*

These costs include costs to handle unknown conditions encountered during construction of the project, provide night-time work as maybe required to minimize impact to traffic, and cover items that maybe different from the drawings. Contingency is estimated at \$1,800,000, which is a local cost.

**Element 7. South Bay Advanced Treatment Project (SCVWD-San Jose)**

**Project Sponsor: Santa Clara Valley Water District in partnership with City of San Jose.**

**Project Description**

The Santa Clara Valley Water District (SCVWD) and its partner, the City of San Jose, shall use the state grant under this agreement and their local funding to improve the distribution capacity, flexibility, and reliability of the South Bay Water Recycling (SBWR) system by constructing a 2-million gallon storage reservoir nearby the existing Transmission Pump Station (TPS). The South Bay Water Recycling program is the Silicon Valley’s regional recycling program, and is the largest urban water reuse project in northern California. The South Bay Water Recycling program currently serves 550 existing customers and numerous new customers by its approximately 100 miles of pipelines throughout northern Santa Clara County. Currently, the summer recycled water use delivered by SBWR exceeds 20 million gallons per day, with hourly peaks in excess of 30 mgd. Increasing the storage for the system will not only increase flexibility and reliability of the system, it will also reduce the peak summer delivery, thus provide

equalization for future treatment facilities (advanced treatment) to improve water quality and reduce salinity. The life of service of this storage reservoir is 20 years.

**Project Components**

*Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

*Task 2. Land Purchase/Easement*

This project does not require any land or easements. The land required for the project is owned by the San Jose/Santa Clara Pollution Control Plant (WPCP) and will be provided through a separate agreement.

*Task 3. Planning/Design/Engineering/Environmental Documentation*

All cost for planning, engineering design, and environmental documentation will be provided by the local project sponsor and is not included in this funding agreement.

*Task 4. Implementation/Construction*

Construction of the advanced recycled water treatment facility primarily consists of the following:

- 2-mg product water storage reservoir.
- piping, valves, and pumps to integrate the new reservoir to the existing system
- grading that will elevate the site elevation to be above the 100 year flood level

The estimated cost of the construction covered by this grant agreement is \$3,280,000. \$2,534,600 of this cost will be funded by Proposition 50, Chapter 8 State grant from DWR. The remaining amount will be provided by the local sponsor.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

The current environmental investigation indicates that no significant mitigation or enhancement is required for the project. Therefore, no funding is allocated to this activity.

*Task 6. Construction Administration*

The estimated construction management cost is \$400,000 which will be provided by this grant.

*Task 7. Other Costs*

No funding is allocated to this activity.

*Task 8. Contingency*

The contingency cost for the construction is included in Task 4 - Implementation/Construction

**Element 8. Richmond Advanced Recycled Expansion (RARE) Water Project**

Project Sponsor: EBMUD

**Project Description**

The East Bay Municipal Utility District (EBMUD) is implementing the Richmond Advanced Recycled Expansion (RARE) Water Project. The purpose of the RARE Water Project is to provide 3.5 million gallons per day (mgd) of high-purity recycled water to replace potable water currently used by the Chevron Richmond Refinery (Chevron) for its boilers, thereby conserving EBMUD’s limited drinking water supply and reducing the threat of severe rationing to 1.3 million customers during droughts. The RARE Water Project consists of construction of a new booster pump station and advanced water treatment plant (WTP) located on Chevron property. Secondary effluent from the West County Wastewater District (WCWD) will be conveyed to the new WTP where it will be further treated using microfiltration (MF) and reverse osmosis (RO) to produce the stringent water quality required for Chevron’s boilers. The proposed WTP and associated facilities will be designed to accommodate a future expansion to 4 mgd if additional supply sources are identified in the future. The WTP will be owned and operated by EBMUD in parallel with its existing North Richmond Water Reclamation Plant (NRWRP). The RARE Water Project is separate from EBMUD’s existing NRWRP, which will continue to produce tertiary treated recycled water for Chevron’s cooling tower applications. As part of this funding

application, EBMUD is only requesting funding for the purchase of the MF treatment equipment, which is an integral part of the WTP portion of the project.

### **Project Components**

#### *Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

#### *Task 2. Land Purchase/Easement*

Land for this project has already been secured and no new land will need to be acquired. Under the terms of a ground lease agreement that EBMUD and Chevron are currently finalizing, Chevron will provide land and utilities at no cost to EBMUD for construction and operation of the WTP and booster pump station. The parties anticipate executing the ground lease agreement in January 2008.

#### *Task 3. Planning/Design/Engineering/Environmental Documentation*

Under Task 3, EBMUD has completed a feasibility study, preliminary design, and certification of an environmental impact report. As part of the preliminary design, EBMUD pre-selected the vendor to provide MF equipment for the project. In addition, EBMUD has also worked with the San Francisco Regional Water Quality Control Board to obtain approval to discharge the RO concentrate (waste stream) through Chevron's effluent treatment system. EBMUD is currently in final design of the RARE Water Project and anticipates completion of final design by February 2008.

#### *Task 4. Construction/Implementation*

Task 4 includes three main phases: bid period, construction, and start-up. Bid period activities refer to the advertising of the project, contract award, and issuance of notice to proceed. Construction includes all work required to construct the WTP and booster pump station. The cost for manufacturing, delivery, and installation of the MF equipment is \$2,817,000 of which \$2,127,600 is grant funded and \$689,000 is the local cost share. Start-up includes functional and performance testing of all facility components for all modes of operation, training for operations and maintenance staff, and project closeout.

#### *Task 5. Environmental Compliance / Mitigation / Enhancement*

No funding is allocated to this activity.

#### *Task 6. Construction Administration*

This task includes construction management throughout the construction and start-up phases. EBMUD may hire one or more consultants to assist with construction management services.

#### *Task 7. Other Costs*

No funding is allocated to this activity.

#### *Task 8. Contingency*

No funding is allocated to this activity.

### **Element 9. Pacifica Recycled Water Project**

Project Sponsor: North Coast County Water District

#### **Project Description**

The Pacifica Recycled Water Project (the Project) will deliver 171 acre-feet of recycled water to six major irrigation customers including the San Francisco Recreation and Park Department's Sharp Park Golf Course, the City of Pacifica parks, CalTrans roadway medians, and a local middle school and high school. The Project is designed to comply with recycled water uses contemplated in the City of Pacifica, Calera Creek Water Recycling Plant, Wastewater Facilities Plan EIR (1994); these recycled water uses included landscape irrigation for schools, parks and roadway medians. The Project was also developed to meet two key goals of NCCWD, its partners (SFPUC and City of Pacifica) and its stakeholders:

- **Provide Desired Supply Reliability** through the configuration and operation of the SFPUC regional system to optimize the use of Sierra and local water resources to satisfy the expressed needs of customers.

- **Provide High Quality Water** through the preservation of the highest quality water for potable uses and other appropriate customers demands.
- **Reduce Dependence on Hetch-Hetchy System** by replacing water supply currently provided by the SFPUC Hetch-Hetchy system. The total potable water demand in the overall Project service area will be reduced by 171 AFY. This represents a significant fraction of the irrigation use in the service area. Annual irrigation demand in Pacifica is estimated to be about 63 million gallons (MG). More than 80% of that demand can be met through this project.

**Project Components**

*Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

*Task 2. Land Purchase/Easement*

None Required.

*Task 3. Planning/Design/Engineering/Environmental Documentation*

- **Planning/ Design:** Develop Facilities Planning Report to evaluate various project alternatives and make a final project recommendation. Hire a design consultant to produce the final plans.
- **Environmental Documentation:** This element covers CEQA and a Supplemental IS/MND to evaluate alternative tank site locations.
- The cost for this task is \$975,757. Of this amount \$166,000 will be funded by other state funds and the balance will be funded by North Coast County Water District (NCCWD) and the San Francisco Public Utilities Commission (SFPUC). No Proposition 50, Ch. 8 funds will be used for this task.

*Task 4. Construction/Implementation*

- **Bid, Award, Construction NTP:** Advertise and open bids.
- **Construction of Pacifica Recycled Water Project:**
  - **Construct base recycled water project, including a pump station, storage tank, and transmission and distribution pipelines.**
    - **Pump Station Construction:** Construct Recycled Water Pump Station at Calera Creek Water Recycling Plant facilities, adjacent to the filter building. The pump station will include two 700 gallon per minute (GPM), 100 horsepower pumps. One pump will be an operational pump, and the other will serve as a back up. The pump station will also include facilities to feed a disinfectant, sodium hypochlorite solution, into the recycled water, including two metering pumps and two 120 gallon storage tanks.
    - **Storage Tank Construction:** Construction of 400,000-gallon storage tank. The storage tank is sized to meet peak irrigation needs.
    - **Pipeline Construction:** Construction of a transmission line from the recycling plant to the storage tank, as well as distribution piping. The pipeline construction will consist of: (1) 2,750 LF of 6-inch diameter pipeline; (2) 15,300 LF of 12-inch diameter pipeline. **The pipeline material will likely be PVC.**
  - **Retrofit Construction and Testing:** Retrofits will be designed to meet Title 22 requirements and will be reviewed by DHS. These will include backflow prevention and cross-connection control, and will be tested in accordance with DHS requirements prior to being put into operation.

The cost for this task is \$7,537,400 of which \$744,000 will be funded by this grant, \$817,652 will be covered by Other State Funds and \$5,975,348 will be local costs funded by NCCWD and SFPUC.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

- Hire consultant to complete environmental/regulatory permitting needs.
- Mitigation: Construction related mitigation measures and biological monitoring to determine if project operation and/or construction impacts habitat in irrigation pond, Sanchez Creek, Horse Stable Pond and Luguna Salada.
- The cost for this element is \$124,702. All costs will be funded by NCCWD and SFPUC. No Proposition 50 Ch. 8 funds will be used for this task.

*Task 6. Construction Administration and Management*

The cost for this element is \$1,368,000. All costs will be funded by other state funds (\$370,348), and by NCCWD and SFPUC (\$997,652). No Prop 50, Ch. 8 funds will be used for this task.

*Task 8. Other Costs*

No funding is allocated to this activity.

*Task 7. Contingency*

Construction Contingency costs are included in the Construction Costs.

**Element 10. North Marin Recycled Water Project**

Project Sponsor: North Marin Water District (NMWD)

**Project Description**

The Recycled Water Program for North Marin Water District (NMWD) and Novato Sanitary District (NSD) proposes to construct a 0.5 MGD recycled water facility (RWF) for landscape irrigation at the Stone Tree golf course in Novato. The project will also deliver water to the NSD and Novato Fire Protection District (NFPD). The facility will treat secondary effluent to meet Title 22 requirements for unrestricted bodily contact. This project is a first step to introduce and expand the use of recycled water within the Novato Service Area. As the market for recycled water grows, the facility will be expanded to meet future demands. The Project was designed to develop recycled water to offset potable water demands for landscape irrigation uses, reduce dependence on imported water supplies from the Russian River and help reduce wastewater discharges to the San Francisco Bay. Project construction includes:

- 0.5 MGD RWF with an Influent Pump Station, Chemical Feed Systems for Coagulation and Disinfection, Filtration, Chlorine Disinfection, Effluent Pump Station and a recycled water transmission forcemain
- Site Retrofit, installation of booster pumps and storage improvements at the Fire Station #2 to provide recycled water
- Provision of a back up potable water main to the RWF

**Project Components**

*Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. Total project cost of this task is \$120,757, which is funded by \$115,379 in other state funds and the balance is a local cost.

*Task 2. Land Purchase/Easement*

Land acquisition is not required for the project. An Encroachment Permit was obtained from the County of Marin on October 25, 2005 for installation of transmission force main along Atherton Avenue. The rest of the project construction would be within the Novato Sanitary District (NSD) property. The North Marin Water District (NMWD) has uninterrupted right for all activities related to the recycled water pipeline on NSD property through the Inter Agency Agreement between NMWD and NSD of December, 2004.

*Task 3. Planning/Design/Engineering/Environmental Documentation*

100% Design and Bid Solicitation has been completed for the Recycled Water Facility and Pipeline on Atherton Avenue. The construction/implementation of this project commenced in May 2006. CEQA was

completed in 2003. The Notice of Determination was filed August 22, 2003 at the County of Marin. The site retrofit and storage improvement design for Fire Station No. 2 is scheduled for December 2007. Total cost of this task is \$500,325 and the grant share is \$31,054. The balance consists of \$51,412 in Other State Funds and \$417,859 in local costs.

*Task 4. Construction/Implementation*

Construction of RWF included construction of Influent Pump Station, Chemical storage and feed facilities, Filter units, Recycled water Pump Station and Process Control System. Other elements of the project include construction of Recycled water Delivery Pipeline, Control System Radio Links, Level Measurement Instrumentation at Golf Course and Electrical Power System Additions. Further, Site retrofit and addition of a storage and pump system at the Novato Fire Protection District (Station No. 2) to provide recycled water for irrigation and provision of a back up potable water main to the RWF are part of the project.

Total task cost is \$3,903,800. The grant share is \$195,190. The balance consists of \$599,708 in Other State Funds and \$3,108,902 in local costs.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

No mitigation measures are required. The recycled water facility treats secondary effluent to meet Title 22 requirements for unrestricted bodily contact. An Engineering Report was prepared in accordance with California Code of Regulations (CCR) Title 22 for permitting purposes. Approved on February 5, 2004.

*Task 6. Construction Administration*

Construction administration includes:

- Obtaining services of an outside firm for construction management
- Engineering services during construction
- District staff costs on construction administration and start up costs.

Total task cost is \$120,000. The grant share is \$6,000. The balance consists of \$54,261 in Other State Funds and \$59,739 in local costs.

*Task 7. Other Costs*

Includes re-bid costs, material testing costs, and project closeout costs.

Total task cost is \$65,000 and the grant share is \$3,250. The balance is local share.

*Task 8. Contingency*

Total estimated contingency is \$333,008. Contingency applied to the grant is \$9,056. The balance is local share.

**Element 11. Mocho Groundwater Demineralization Plant Project**

**Project Sponsor:** Zone 7 Water Agency

**Project Description**

The Salt Management Plan (SMP) and the Water Quality Master Plan (WQMP) for the Livermore-Amador Valley identified the need to construct and operate groundwater demineralization facilities to improve the groundwater basin's salt balance and to improve delivered water quality on the west side of Zone 7's treated water delivery system. The construction and operation of the Mocho Groundwater Demineralization Plant is one the major component for implementation of the SMP and WQMP. The plant, located on the northwest corner of Santa Rita Road and Stoneridge Drive in Pleasanton, is a 7.7 MGD groundwater demineralization plant. The plant will use reverse osmosis (RO) membrane technology to treat groundwater pumped from Zone 7's existing Mocho wells, produce about 6.2 MGD treated permeate of less than 5 mg/l hardness, blend the permeate with additional groundwater or a stream of distribution system water, and pump the resulting blended supply to the Zone 7 potable water system. The RO concentrate will be discharged to the Bay by the LAVWMA pipeline via the Dublin San Ramon Services District's waste water export pipeline. The Project will remove 3,000 to 4,000 tons of salt annually from the Livermore-Amador Valley Main Groundwater Basin and lower the hardness of Zone 7's groundwater deliveries.

## **Project Components**

### *Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

### *Task 2. Land Purchase/Easement*

All land and easements needed in order to enable the construction of the project have been acquired. Easements were acquired for a total of about \$10,000.

### *Task 3. Planning/Design/Engineering/Environmental Documentation*

Planning documents, the 100% design, and the bid documents were prepared by Carollo Engineers for this project in February 2007. The project was advertised in March 2007 for construction contract bids. Bids were opened on April 30, 2007. The construction contract was awarded to GSE Construction on May 16, 2007. An Initial Study/Mitigated Negative Declaration (IS/MND) for the Mocho GW Demineralization Plant Project was prepared by Environmental Science Associates, Inc. (ESA) and circulated for public comment from February 27, 2006 through March 29, 2006. The IS/MND was adopted by the Zone 7 Board at the August 16, 2006 meeting. All necessary permits for construction were issued by March 2007.

Total Task 3 costs are estimated at \$2,332,538.

### *Task 4. Construction/Implementation*

The Project construction will include the following:

- Construction of a new building with cartridge filters, RO membrane feed pumps, RO membrane skids, decarbonation towers, chlorine contact basin, high service pumps, concentrate disposal pumps, chemical feed systems (including aqueous ammonia, sodium hypochlorite, caustic soda, and scale inhibitor systems), membrane clean-in-place (CIP) system, electrical room, storage room, control room, water quality station, and restroom. The new demineralization plant will be located on the existing Mocho Well No. 4 site.
- Modifications to Mocho Well No. 4 facilities, including well discharge piping, appurtenances, instrumentation and control modifications, yard piping, valve and meter vaults, and miscellaneous site improvements (including curbing, paving, landscaping, and fencing).
- Modifications to Mocho Wells 1-3, including, well discharge piping, appurtenances, instrumentation and control modifications, yard piping, and valve and meter vaults.
- Installation of groundwater transmission pipeline from Mocho Wells No. 1, No. 2, No. 3, and No. 4 to the demineralization plant.

The construction of the Mocho Groundwater Demineralization Plant includes construction of the plant building and equipment, raw water pipelines for transmission of groundwater from four existing wells to the plant, and modifications to the four existing wells. The project construction is scheduled to be completed by June 2009. Total Task 4 costs are estimated at \$23,989,680 with \$740,000 funded by the grant and the balance by local funds.

### *Task 5. Environmental Compliance / Mitigation / Enhancement*

Zone7 has incorporated certain mitigation measures into the project description as environmental commitments. These commitments include the preparation and implementation of the measures listed below:

- General construction measures to reduce or eliminated construction-related effects, in particular those related to traffic disruption and dust generation;
- Erosion and sediment (E&S) control plan to control short-term and long-term E&S effects and to restore soils and vegetation in areas affected by construction activities;
- Stormwater Pollution Prevention Plan in compliance with the National Pollution Discharge Elimination System;

- Traffic control plan for construction activities;
- Dust suppression plan to reduce fugitive emissions during construction
- Fire control plan;
- Hazardous materials management plan, including appropriate practices to reduce the likelihood of spills of such materials during construction;

Total Task 5 costs are estimated at \$219,212.

*Task 6. Construction Administration*

Construction Administration includes Construction Management services and Engineering Support services during construction. Following are the major items to be completed before or during construction/implementation.

- Construction Management
- Review contractor's schedule and make recommendations
- Manage and coordinate all contractor correspondence
- Maintain detailed project records
- Receive, log, and distribute all submittals for review
- Response to RFIs and issue design changes
- Inspect completed construction
- Recommend progress payments and submit all project files for archiving

Total Task 6 costs are estimated at \$4,165,021.

*Task 7. Other Costs*

There are no other items to include under Task 7. Permits were included under Task 3 above.

*Task 8. Contingency*

The contingency is based on 10% of the total construction winning bid.

Total estimated contingency costs are \$2,398,968.

## **Element 12. Direct-Installation Commercial High-Efficiency Toilet Program**

Project Sponsor: Marin Municipal Water District

### **Project Description**

This water conservation project implements a direct-install high-efficiency toilet replacement program that advances element 6 (High Efficiency Toilet Replacement Program) of the *Bay Area Regional Water Conservation Program* listed in the San Francisco Bay Area IRWMP, and could serve as a model for a regional or sub-regional program to follow. The goal of the Direct-Installation Commercial High-Efficiency Toilet Program is to replace 1720 high-volume toilets (toilets using 3.5 gallons or more per flush) with High-Efficiency Toilets in commercial and multi-family sites (i.e. three living units or greater) by purchasing and installing the new fixtures, and removing and recycling the old plumbing fixtures. Project implementation will result in a long-term reduction in water demand of 51 acre feet per year, or a total of 1,017 acre feet over the life of the devices. Cost of this water savings is \$519 per acre foot. This reduction in demand in MMWD's service area will impact the region through the potential for decreased demand for Russian River water imports from Sonoma County.

### **Project Components**

*Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

*Task 2. Land Purchase/Easement*

No funding is allocated to this activity.

*Task 3. Planning/Design/Engineering/Environmental Documentation*

No funding is allocated to this activity.

*Task 4. Implementation*

Project implementation includes the following activities:

- Request proposals from qualified plumbing contractors.
- Execute contract with plumbing contractor for purchase/installation of HETs in commercial and multi-family sites (sites of three living units or greater) and removal and recycling of the old plumbing fixtures.
- Replace 1720 high-volume toilets (toilets using 3.5 gallons or more per flush) with HETs.

Total cost of project implementation is \$520,510 of which \$366,800 is grant funded and \$153,710 is local match.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

No funding is allocated to this activity.

*Task 6. Construction Administration*

No funding is allocated to this activity.

*Task 7. Other Costs*

No funding is allocated to this activity.

*Task 8. Contingency*

No funding is allocated to this activity.

### **Element 13. Groundwater Exploration Project**

Project Sponsor: Montara Water and Sanitary District

#### **Project Description**

The project consists of drilling up to 2 test wells in the vicinity of the Montara Water and Sanitary District (MWSD) service area for the purposes of characterizing the various aquifers in terms of their optimal use for potable water supply. This data would extend the regional groundwater assessment work already conducted by San Mateo County. The *San Mateo County Midcoast Aquifers: Literature and Data Review* (Balance Hydrologics, April 2002) and the *San Mateo County Midcoast Groundwater Study: Phase II* (Kleinfelder, February 2004) provide guidance as to where the most productive strata are located. Data from the test well program will allow evaluation of the local aquifers in terms of their suitability for public and private potable water supply. A matrix of potential beneficial uses of the groundwater and desired characteristics for that use will be constructed. Uses such as standby firefighting supply, private residential supply, and public water system conjunctive use supply will be considered. Then the local aquifers will be ranked as to how close they meet the desired characteristics for a given beneficial use. The last step in the data analysis will be to optimize the existing and projected groundwater levels for potable supply according to the results of the matrix analysis. Data collection of well water quality will be conducted consistent with Groundwater Ambient Monitoring and Assessment (GAMA) Program protocols. There is no current GAMA monitoring in the Midcoast Region and data from the test wells would help establish a baseline for the area.

The total cost of this project is \$48,000; of which \$37,100 will be funded by the grant and \$10,900 will be provided as local share.

#### **Project Components**

*Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

Montara WSD will develop a Project Assessment and Evaluation Plan (PAEP) to ensure the on-going and long-term success of the Project. The PAEP will identify the specific Project goals and develop measurements for each of these goals.

To insure maximum utility of the ground water quality data collected, a Management Plan/Quality Assurance Management Plan (MP/QAPP) will be designed according to the State's 2000 QAPP document. If available, the State's SWAMP Advisor software will be used to prepare the MP/QAPP.

The estimated total cost of this task is \$1,900, which will be provided as local share.

*Task 2. Land Purchase/Easement*

None required for this project.

*Task 3. Planning/Design/Engineering/Environmental Documentation*

The project has been advertised for public bids, bids received, and contract awarded to Maggiora Bros. Drilling, Inc. of Watsonville, California, in the fall of 2005. The contractor is ready to mobilize once all permits have been acquired and funding secured by the District.

**Status of Permits**

- Coastal Development Permit (CDP): a CDP application has been filed with the County of San Mateo in October 2005. The application is under review by the County. The process usually takes up to 18 months to complete and receive the CDP.
- Drilling Permit: an application has been prepared and will be submitted immediately following the CDP approval. This permit takes 10 to 30 days to obtain from the County of San Mateo.

**Status of CEQA/NEPA Compliance**

- CEQA compliance process has been completed by the District in 2005.
- NEPA compliance is not required.
- Coastal Act compliance is accomplished through the Coastal Development Permit (See above).

The estimated total cost of this task is \$9,000, which will be provided as local share.

*Task 4. Construction/Implementation*

Deep bedrock wells (400 to 600 foot deep wells) will be drilled using an air/mud rotary and/or a air-hammer well drilling rig. Characteristics of borehole cuttings and specific conductance and temperature of the ground water will be logged during drilling. Borehole geophysics will be conducted. Findings will be used to assess final depth and position of perforations of each well.

The wells will likely be cased with 6-inch diameter SDR21 PVC well casing. Screened sections will be 0.032-inch slotted SDR21 PVC well casing. The well annulus will be packed with 8/16 sieve-size sand with a 50-foot cement surface seal. Borehole drilling findings may modify these specifications. Following well completion the wells will be developed by air-lifting ground water from the well for about one hour. The water will be monitored for specific conductance and temperature. A water quality sample will be collected and analyzed for general minerals.

The estimated total cost of this task is \$ 37,100, which will be funded by the grant.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

The wells will be tested for yield by pumping the wells for 72 hours while monitoring drawdown in the pumped well and any near-by residential wells (none are know of at this time). The drawdown data will be analyzed using Cooper and Jacob time-drawdown methods and other analytical methods to assess the well and aquifer properties. The water pumped from the well will be monitored for specific conductance and temperature. A water quality sample will be collected towards the end of the 72-hour pumping test and analyzed for general minerals. Finings will be analyzed as a means of characterizing ('fingerprinting') the source.

The cost of this task is included in the budget of Task 4.

*Task 6. Construction Administration*

To be identified in later phases of the project.

*Task 7. Other Costs*

To be identified in later phases of the project.

*Task 8. Contingency*

To be identified in later phases of the project.

**Element 14. Alameda Creek Ph.2 Fish Passage Project**

Project Sponsor: Alameda County Water District

## **Project Description**

The proposed Alameda Creek Phase 2 Fish Passage Project (“Project”) will address fish passage/protection at a currently unscreened diversion at ACWD’s Bunting recharge pond. The Project will allow ACWD to maintain the existing local groundwater recharge operations at this facility while also providing for steelhead fish passage/protection in the Alameda Creek Flood Control Channel at this diversion. Specifically, as part of this project, a 20 cfs fish screen will be installed at ACWD’s Bunting Pond diversion in the Alameda Creek Flood Control Channel. The fish screen will be cylindrical with a brush cleaner. The screen will also be placed on tracks such that it will be retrievable. This will allow ACWD to remove the fish screen from the channel during high flow events to prevent damage to the screen, and to provide for periodic servicing of the screen. The fish screen will meet all NOAA Fisheries and DFG requirements to protect juvenile steelhead and fry from entrainment at this facility. The proposed work includes CEQA documentation, permits from various jurisdictional agencies, design and construction. Construction work includes minor excavation at the existing diversion site, minor concrete work, placement of grouted rip rap, electrical work and installation of the fish screen assembly and track and other minor improvements.

## **Project Components**

### *Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. DPA costs are fully funded by the project sponsor and are not included in the funding agreement.

### *Task 2. Land Purchase/Easement*

All project components proposed for funding will be constructed on public properties and under existing easements, thus land acquisition or purchase will not be required.

### *Task 3. Planning/Design/Engineering/Environmental Documentation*

Planning/Design/Engineering/Environmental Documentation includes three work items: Planning, Project Design Engineering and Construction Bid Solicitation, and Environmental Documentation. The project is currently in the planning phase. The anticipated tasks for planning and design include:

- Prepare 10% Preliminary Design
- Prepare 60% Design
- Prepare Final Design
- Complete design distribution and bid solicitation
- Prepare award package for Board approval
- Prepare contract documents, conduct pre-construction conference, review submittals, and execute contract
- Distribute newsletter informing residents of upcoming construction

The project requires compliance with CEQA as part of the environmental review process. The CEQA requirements may be fulfilled with a Mitigated Negative Declaration.

Total estimated costs for Task 3 are \$154,000 with \$60,000 to be funded from the grant.

### *Task 4. Construction/Implementation*

The Construction/Implementation task involves construction of the bid package and includes the following:

- Mobilization
- Construct temporary access road
- Extend concrete intake
- Replace trashrack with steelplate
- Construct concrete sideslopes for fish screen track
- Install new grouted riprap
- Electrical work
- Modify existing fence

- Install supports for cleaning platforms
- Furnish and install 20 cfs cylindrical fish screens

Total estimated costs for Task 3 are \$570,000 with \$500,000 to be funded from the grant. The Bunting Diversion is on the side slope of the Alameda Creek Flood Control Channel levee. All the work for the installation of the fish screen will be completed from the levee and no work in the creek is anticipated. In addition, the fish screen project will be constructed during the summertime when flows in the channel at this area will be low and there should be no need to divert the flow.

*Task 5. Environmental Compliance / Mitigation / Enhancement*

Mitigations as part of the contract requirements will be determined during the environmental process. A Mitigation and Monitoring Plan will also be prepared as part of the CEQA documentation. The total estimated cost for Task 5 is \$40,000 with \$5,000 to be funded from the grant.

*Task 6. Construction Administration*

Construction Administration includes the management of the following items:

- Construction Inspection
- Engineering services during construction
- Other construction administration services

The total estimated cost for Task 6 is \$105,925 with \$30,000 to be funded from the grant.

*Task 7. Other Costs*

As part of this task, ACWD will secure all necessary permits for this project. Permits to be secured include Clean Water Section 404 Permit (USCOE), Streambed Alteration Agreement (CDFG), encroachment permit (Alameda County Flood Control), and Clean Water Act Section 401 certification (RWQCB), and permit for levee modification (DSOD).

Total estimated cost for Task 7 is \$45,000 with \$5,000 to be funded from the grant.

*Task 8. Contingency*

These costs include costs to handle unknown conditions encountered during construction of the project. The construction contingency is estimated at \$57,000 which is based on 10% of the construction costs.

## **Element 15. Napa Sonoma Marsh Restoration / Recycled Water Project**

Project Sponsor: Sonoma Valley County Sanitation District

### **Project Description**

In 1994, the State of California acquired all of the salt and bittern ponds in the North Bay and created the CDFG Napa-Sonoma Marsh Wildlife Area. The bittern ponds, located in the northern portion of the CDFG Napa-Sonoma Marsh Wildlife Area near Fly Bay and Coon Island, total 750 acres, and store an estimated 2.5 billion gallons of bittern. Restoring these ponds through levee breaching or other more common techniques is not feasible because of RWQCB restrictions on discharging bittern into the Bay. However, the RWQCB will consider discharge from these ponds if the compounds in the bittern are diluted to near background levels. To sufficiently dilute the quantity of bittern stored in the three ponds will require enormous amounts of fresh water. The Sonoma Valley County Sanitation District (SVCS D) would construct the necessary pipelines and pump stations from the SVCS D wastewater treatment plant to provide recycled water to these bittern ponds for the dilution process. The project would provide approximately 3,000 acre-feet (AF) of tertiary-treated recycled water per year to the bittern ponds. Desalination of the bittern ponds is anticipated to take between 10 and 15 years. Following the desalination of the bittern ponds, the recycled water will be used for agricultural irrigation adjacent to the pipeline alignment.

### **Project Components**

*Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes preparation of a Project Assessment and Evaluation Plan, quarterly reports, a project completion report, and post performance reports. Total costs for Task 1 are estimated at \$260,000, which is a local cost.

### *Task 2. Land Purchase/Easement*

The right-of-way requirements are based on the following assumptions:

- Excepting the fee property owned by the Sonoma Valley County Sanitation District (District), additional easement rights will be required from all property owners along the Sonoma pipeline route.
- Right-of-way needed for construction of the project is a 20-foot wide permanent easement and a 30-foot wide temporary construction easement.

The property that would be acquired for the Sonoma Valley County Sanitation District portion (the Sonoma Pipeline), lying in both Napa and Sonoma Counties, consists primarily of agricultural land zoned Land Extensive Agriculture.

The majority of this land lies within the 100-year flood zone. There are two primary soil types that occur within the project area. Haire Loam dominates most of the project. This soil supports dry land pasture and can support a varietal vineyard. The second major soil type is Reyes silty clay. This soil type primarily supports oat hay pasture and has not supported vineyard development. This soil type is also associated with wetland environments.

A survey of land sales (2002) in both Napa and Sonoma Counties show that land that has vineyard potential is still selling for a premium price. Land that is not suitable for vineyard development has sold for substantially less money. The recent sales support a \$50,000/acre or \$1.15/square foot (sf) cost for land that has vineyard potential. The recent sales also support a \$15,000/acre or \$0.34/sf cost for land that is wetland or suitable only for dry land farming. Permanent easements for the pipeline were valued at 22% of fee value. Temporary Construction Easements were valued at 11% of fee value.

The detailed breakdown for the right-of-way costs is as follows:

- Permanent Easement on Land with vineyard potential – 19,500 linear feet x 20-foot wide easement x \$1.15/sf x 0.22 = \$98,600
- Temporary Construction Easement (TCE) on Land with vineyard potential - 19,500 linear feet x 30-foot wide TCE x \$1.15/sf x 0.11 = \$74,000
- Permanent Easement on Land with wetland or dry land only farming - 8,000 linear feet x 20-foot wide easement x \$0.34/sf x 0.22 = \$11,968
- TCE on land with wetland or dry land only farming - 8,000 linear feet x 30-foot wide TCE x \$0.34/sf x 0.11 = \$8,976
- Permanent Easement on Land with commercial/industrial potential – 1200 linear feet x 20-foot wide easement x \$1.38/sf x 0.22 = \$7,286
- TCE on Land with commercial/industrial potential - 1200 linear feet x 30-foot wide TCE x \$1.38/sf x 0.11 = \$5,464
- Total Cost = \$206,000, which is a local cost.

### *Task 3. Planning/Design Engineering/Environmental Documentation*

Baywide restoration planning, including historical and existing conditions and future habitat recommendations, was conducted as part of the Baylands Ecosystem Habitat Goals Project of the U.S. Army Corps of Engineers (Corps). The Corps, the California Department of Fish and Game, and the California Coastal Conservancy completed the Napa River Salt Marsh Restoration Project Feasibility Study in June 2004. Sonoma County Water Agency (SCWA) and SVCSD partially funded and helped manage the preparation of the Feasibility Study. The Corps, the California Department of Fish and Game, and the California Coastal Conservancy completed an Environmental Impact Report (EIR) in April 2004 and issued a Final Environmental Impact Statement (EIS) in June 2004. SCWA and SVCSD partially funded and helped manage the preparation of the EIR and EIS.

SCWA and SVCSD have been pursuing funding opportunities for the Project. Funding sources will include Corps funding, District funding, and DWR funding. SCWA and SVCSD have funded approximately \$2,591,801 for Project planning, some preliminary engineering design, and environmental

documentation through December 2007. An additional \$1,244,490 will be needed to complete design engineering for the Project.

The Napa River Salt Marsh Restoration Project will begin design of approximately one mile of the eight miles of pipeline in June 2008, when a funding contract with DWR is expected to be finalized. The balance of the design will begin in October 2009 when a funding contract with the Corps is expected to be finalized. Final design will include final plans and specifications and an engineer's cost estimate.

Construction bids will be solicited to construct this project through established contracting procedures and in accordance with State and federal requirements, namely the requirements established under the Prop 50 Guidelines and California Public Contract Code.

The California Coastal Conservancy certified a CEQA/NEPA document (EIR/EIS) for this project in June of 2004. The Sonoma County Water Agency's Board of Directors adopted a Notice of Determination on June 13, 2006. Additional environmentally related permits from various agencies identified in the EIR/EIS will be obtained prior to construction. These include USACE Section 404, CDFG Section 1602, and Regional Board 401 Certification.

Total planning, design, and environmental documentation costs are estimated at \$1,244,490 with \$366,800 to be funded from the grant and the balance is local costs.

#### *Task 4. Construction/Implementation*

This task involves construction of the following elements:

- A pump station at the Sonoma Valley County Sanitation District wastewater treatment plant.
- A recycled water pipeline and associated appurtenances between the wastewater treatment plant and existing storage reservoirs R-1 and R-2.
- A pump station at existing storage reservoirs R-1 and R-2.
- A recycled water pipeline and associated appurtenances between existing storage reservoirs R-1 and R-2 and the Napa River Salt Marsh.

Total Task 4 costs are estimated at \$13,028,000 which is a local cost.

#### *Task 5. Environmental Compliance/Mitigation/Enhancement*

The California Coastal Conservancy certified a CEQA/NEPA document (EIR/EIS) for this project in June of 2004. The Sonoma County Water Agency's Board of Directors adopted a Notice of Determination on June 13, 2006.

Mitigation measures include providing funding to wetland mitigation bank of approximately 1 acre of wetlands disruption along the length of the pipeline. Other mitigation measures are standard requirements for SCWA projects including preparation of stormwater pollution prevention plans, wildlife surveys prior to and during construction, et al.

As stated previously, the project would provide approximately 3,000 acre-feet of tertiary-treated recycled water per year to the Napa Salt Marsh bittern ponds. Desalination of the bittern ponds is anticipated to take between 10 and 15 years. Following the desalination of the bittern ponds, the recycled water will be used for agricultural irrigation adjacent to the pipeline alignment.

Total Task 5 mitigation costs are estimated at \$200,000, which is a local cost.

#### *Task 6. Construction Administration*

Construction Administration includes construction inspection, engineering services during construction, and other construction administration services.

Total Task 6 construction administration costs are estimated at \$1,137,755, which is a local cost.

#### *Task 7. Other Costs*

Other costs for the Project include costs for legal work, accounting, licenses, permits, monitoring during constructions, monitoring plans, quality assurance plans

Total Task 7 costs are estimated at \$78,168, which is a local cost.

#### *Task 8. Contingency*

The contingency was based on 10% of the total Project cost, and is estimated at \$1,713,424, which is a local cost.

**Element 16. Overall Grant Administration**

Project Sponsor: Bay Area Clean Water Agencies

**Project Description**

Grant administration includes setting up legal and business arrangements among the participants involved with the implementation grant and carrying out the overall reporting and reimbursement process during the grant term. Administration for individual projects is addressed under each project.

**Project Components**

*Task 1. Direct Project Administration*

Direct Project Administration (DPA) includes establishing legal and business arrangements among participants, preparation of quarterly reports summarizing progress for all of the grant funded projects, preparation of reimbursement requests (invoices) on behalf of all participants, disbursement of reimbursement to grant recipients, regular coordination among grant recipients, review of progress for projects scheduled to receive grant disbursement, accounting, and preparation of a grant completion report. DPA costs in the amount of \$250,000 are funded by the grant to support BACWA and its contractors throughout the grant term.

*Task 2. Land Purchase/Easement – not applicable*

*Task 3. Planning/Design/Engineering/Environmental Documentation – not applicable*

*Task 4. Construction/Implementation – not applicable*

*Task 5. Environmental Compliance / Mitigation / Enhancement – not applicable*

*Task 6. Construction Administration – not applicable*

*Task 7. Other Costs – not applicable*

*Task 8. Contingency - none*

**General Information – Useful Life of Projects**

For the purpose of this Agreement, and unless otherwise noted, the useful life of any constructed portions of the projects covered by this Work Plan begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else. Elements 2, 3, 4 and 16 do not include any construction.



### EXHIBIT C – BUDGET TABLE 1

Bay Area Integrated Regional Water Management (IRWM) Plan								
	Project Title	Implementing Agency	Estimated Total Project Cost	Estimated Local Cost	Other State Funds	Max. State Grant Funds	<sup>1</sup> Required Local Cost Share	<sup>2</sup> Retention amount DWR will withhold
1	CCWD-EBMUD Regional Intertie (VFDs)	Contra Costa Water District	\$2,416,780	\$1,916,780	\$0	\$500,000	\$245,000	\$50,000
2	Regional Conservation Outreach Campaign	Bay Area Clean Water Agencies	\$1,042,550	\$0	\$0	\$1,042,550	\$0	\$104,255
3	California WaterStar Initiative - Bay Area	East Bay Municipal Utility District	\$817,000	\$50,000	\$242,000	\$525,000	\$50,000	\$52,500
4	New Business Guidebook Pilot Prog.	East Bay Municipal Utility District	\$100,000	\$25,000	\$0	\$75,000	\$25,000	\$7,500
5	Redwood City Recycled Water Project	City of Redwood City	\$4,087,000	\$2,286,200	\$828,000	\$972,800	\$410,000	\$97,280
6	Mt. View / Moffett Area RWP	City of Palo Alto	\$21,421,971	\$8,799,171	\$11,650,000	\$972,800	\$2,150,000	\$97,280
7	South Bay Advanced Recycled WTP	Santa Clara Valley Water Dist–San Jose	\$3,680,000	\$745,400	\$0	\$2,934,600	\$370,000	\$293,460
8	Richmond Advanced Recycling Exp Proj	East Bay Municipal Utility District	\$2,816,600	\$689,000	\$0	\$2,127,600	\$290,000	\$212,760
9	Pacifica Recycled Water Project	North Coast Water District	\$10,005,859	\$7,907,459	\$1,354,000	\$744,400	\$1,000,000	\$74,440
10	North Marin Recycled Water Project	North Marin Water District	\$5,042,890	\$4,087,581	\$710,759	\$244,550	\$505,000	\$24,455
11	Mocho Basin GW Demineralization Project	Zone 7 Water Agency	\$33,115,419	\$32,375,419	\$0	\$740,000	\$4,000,000	\$74,000
12	Direct Installation High Efficiency Toilet Prog	Marin Municipal Water District	\$520,510	\$153,710	\$0	\$366,800	\$55,000	\$36,680
13	Groundwater Exploration Project	Montara Water & Sanitary District	\$48,000	\$10,900	\$0	\$37,100	\$5,000	\$3,710
14	Alameda Creek Phase 2 Fish Passage Project	Alameda County Water District	\$971,925	\$371,925	\$0	\$600,000	\$100,000	\$60,000
15	Napa Marsh Restoration / RWP	Sonoma Valley County Sanit. Dist.	\$20,459,638	\$20,092,838	\$0	\$366,800	\$2,046,000	\$36,680
16	Administration	Bay Area Clean Water Agencies	\$250,000	\$0	\$0	\$250,000	\$0	\$25,000
		<b>Grand Total</b>	<b>\$106,796,142</b>	<b>\$79,511,383</b>	<b>\$14,784,759</b>	<b>\$12,500,000</b>	<b>\$11,105,000</b>	<b>\$1,250,000</b>

Notes: 1. This is the non-state cost share that must be documented per project prior to receiving Prop 50 Chapter 8 funds.  
 2. See Exhibit D, Standard Conditions regarding reimbursement of withheld retention.

**Exhibit C - Budget Table 2**

<b>Element 1: CCWD-EBMUD Regional Intertie - VFDs (Contra Costa Water District)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ 200,000	\$ -			\$ 200,000
4	Construction/Implementation	\$ 1,200,000	\$ 500,000	\$ -	\$ 245,000	\$ 1,700,000
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ 285,980	\$ -			\$ 285,980
7	Other Costs	\$ -				\$ -
8	Contingency	\$ 230,800				\$ 230,800
	<b>Totals</b>	<b>\$ 1,916,780</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ 245,000</b>	<b>\$ 2,416,780</b>

1) For each task, cost match must be met prior to approval by State of disbursement of grant funds.

<b>Element 2: Regional Conservation Outreach Campaign (Bay Area Clean Water Agencies)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ -			\$ -	\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ -				\$ -
4	Construction/Implementation	\$ -	\$ 1,042,550	\$ -	\$ -	\$ 1,042,550
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ -				\$ -
7	Other Costs	\$ -				\$ -
8	Contingency	\$ -				\$ -
	<b>Totals</b>	<b>\$ -</b>	<b>\$ 1,042,550</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,042,550</b>

<b>Element 3: California WaterStar Initiative - Bay Area (East Bay Municipal Utility District)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ -	\$ -	\$ 242,000		\$ 242,000
4	Construction/Implementation	\$ 50,000	\$ 525,000		\$ 50,000	\$ 575,000
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ -	\$ -			\$ -
7	Other Costs	\$ -				\$ -
8	Contingency	\$ -				\$ -
	<b>Totals</b>	<b>\$ 50,000</b>	<b>\$ 525,000</b>	<b>\$ 242,000</b>	<b>\$ 50,000</b>	<b>\$ 817,000</b>

Note: Other State Funds in the amount of \$242,000 have been awarded to a separate portion of this project not covered by this funding agreement.

<b>Element 4: New Business Guidebook Pilot Project (East Bay Municipal Utility District)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ -	\$ -			\$ -
4	Construction/Implementation	\$ 25,000	\$ 75,000	\$ -	\$ 25,000	\$ 100,000
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ -	\$ -			\$ -
7	Other Costs	\$ -				\$ -
8	Contingency	\$ -				\$ -
	<b>Totals</b>	<b>\$ 25,000</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ 25,000</b>	<b>\$ 100,000</b>

**Exhibit C - Budget Table 2**

<b>Element 5: Redwood City Recycled Water Project (Redwood City)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ 55,000				\$ 55,000
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ 288,000	\$ -			\$ 288,000
4	Construction/Implementation	\$ 1,187,200	\$ 972,800	\$ 720,000	\$ 410,000	\$ 2,880,000
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ 180,000	\$ -	\$ 108,000		\$ 288,000
7	Other Costs	\$ -				\$ -
8	Contingency	\$ 576,000				\$ 576,000
	<b>Totals</b>	<b>\$ 2,286,200</b>	<b>\$ 972,800</b>	<b>\$ 828,000</b>	<b>\$ 410,000</b>	<b>\$ 4,087,000</b>

Note: Other State Funds in the amount of \$828,000 have been awarded to this project and are controlled by a separate grant funding agreement.

<b>Element 6: Mountain View / Moffett Area Recycled Water Project (City of Palo Alto)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ 2,112				\$ 2,112
3	Planning/Design/Engineering/Environmental Documents	\$ 1,104,988		\$ 671,739		\$ 1,776,707
4	Construction/Implementation	\$ 4,499,218	\$ 972,800	\$ 10,478,261	\$ 2,150,000	\$ 15,950,279
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ 1,042,873		\$ 500,000		\$ 1,542,873
7	Other Costs	\$ 350,000				\$ 350,000
8	Contingency	\$ 1,800,000				\$ 1,800,000
	<b>Totals</b>	<b>\$ 8,799,171</b>	<b>\$ 972,800</b>	<b>\$ 11,650,000</b>	<b>\$ 2,150,000</b>	<b>\$ 21,421,971</b>

Note: Other State Funds in the amount of \$11,650,000 have been awarded to this project and are controlled by a separate grant funding agreement.

<b>Element 7: South Bay Advanced Recycled Water Treatment Project (Santa Clara Valley Water District - San Jose)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ -				\$ -
4	Construction/Implementation	\$ 745,400	\$ 2,534,600		\$ 388,000	\$ 3,280,000
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ -	\$ 400,000			\$ 400,000
7	Other Costs	\$ -				\$ -
8	Contingency	\$ -				\$ -
	<b>Totals</b>	<b>\$ 745,400</b>	<b>\$ 2,934,600</b>	<b>\$ -</b>	<b>\$ 388,000</b>	<b>\$ 3,680,000</b>

<b>Element 8: Richmond Advanced Recycling Expansion Project - Microfiltration Equipment (EBMUD)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ -	\$ -			\$ -
4	Construction/Implementation	\$ 688,000	\$ 2,127,600	\$ -	\$ 282,000	\$ 2,816,600
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ -	\$ -			\$ -
7	Other Costs	\$ -				\$ -
8	Contingency	\$ -				\$ -
	<b>Totals</b>	<b>\$ 688,000</b>	<b>\$ 2,127,600</b>	<b>\$ -</b>	<b>\$ 282,000</b>	<b>\$ 2,816,600</b>

**Exhibit C - Budget Table 2**

<b>Element 9: Pacifica Recycled Water Project (North Coast Water District)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -			\$ -	\$ -
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ 809,757	\$ -	\$ 188,000		\$ 997,757
4	Construction/Implementation	\$ 5,975,348	\$ 744,400	\$ 817,652	\$ 1,000,000	\$ 7,537,400
5	Environmental Compliance/Mitigation/Enhancement	\$ 124,702				\$ 124,702
6	Construction Administration	\$ 997,652	\$ -	\$ 370,348		\$ 1,368,000
7	Other Costs	\$ -				\$ -
8	Contingency	\$ -				\$ -
	<b>Totals</b>	<b>\$ 7,907,459</b>	<b>\$ 744,400</b>	<b>\$ 1,354,000</b>	<b>\$ 1,000,000</b>	<b>\$ 10,005,859</b>

Note: Other State Funds in the amount of \$1,354,000 have been awarded to this project and are controlled by a separate grant funding agreement.

<b>Element 10: North Marin Recycled Water Project (North Marin Water District)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ 115,379		\$ 5,378		\$ 120,757
2	Land Purchase/Easement	\$ 0		\$ 0		\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ 417,859	\$ 31,054	\$ 51,412		\$ 500,325
4	Construction/Implementation	\$ 3,108,902	\$ 195,190	\$ 599,708	\$ 505,000	\$ 3,903,800
5	Environmental Compliance/Mitigation/Enhancement	\$ 0		\$ 0		\$ -
6	Construction Administration	\$ 59,739	\$ 6,000	\$ 54,261		\$ 120,000
7	Other Costs	\$ 81,750	\$ 3,250	\$ 0		\$ 85,000
8	Contingency	\$ 323,952	\$ 9,058	\$ 0		\$ 333,008
	<b>Totals</b>	<b>\$ 4,087,581</b>	<b>\$ 244,550</b>	<b>\$ 710,759</b>	<b>\$ 505,000</b>	<b>\$ 5,042,890</b>

Note: Other State Funds in the amount of \$710,759 have been awarded to this project and are controlled by a separate grant funding agreement.

<b>Element 11: Mocho Basin Groundwater Demineralization Project (Zone 7 Water Agency)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ 10,000				\$ 10,000
3	Planning/Design/Engineering/Environmental Documents	\$ 2,332,538	\$ -		\$ 2,000,000	\$ 2,332,538
4	Construction/Implementation	\$ 23,249,680	\$ 740,000		\$ 2,000,000	\$ 23,989,680
5	Environmental Compliance/Mitigation/Enhancement	\$ 219,212				\$ 219,212
6	Construction Administration	\$ 4,165,021	\$ -			\$ 4,165,021
7	Other Costs	\$ -				\$ -
8	Contingency	\$ 2,398,968				\$ 2,398,968
	<b>Totals</b>	<b>\$ 32,375,419</b>	<b>\$ 740,000</b>	<b>\$ -</b>	<b>\$ 4,000,000</b>	<b>\$ 33,115,419</b>

<b>Element 12: Direct Installation Commercial High Efficiency Toilet Program (Marin Municipal Water District)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ -				\$ -
4	Construction/Implementation	\$ 153,710	\$ 366,800		\$ 55,000	\$ 520,510
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ -				\$ -
7	Other Costs	\$ -				\$ -
8	Contingency	\$ -				\$ -
	<b>Totals</b>	<b>\$ 153,710</b>	<b>\$ 366,800</b>	<b>\$ -</b>	<b>\$ 55,000</b>	<b>\$ 520,510</b>

**Exhibit C - Budget Table 2**

<b>Element 13: Groundwater Exploration Project (Montara Water &amp; Sanitary District)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ 1,900				\$ 1,900
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ 9,000	\$ -		\$ 5,000	\$ 9,000
4	Construction/Implementation	\$ -	\$ 37,100		\$ -	\$ 37,100
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ -	\$ -			\$ -
7	Other Costs	\$ -				\$ -
8	Contingency	\$ -				\$ -
	<b>Totals</b>	<b>\$ 10,900</b>	<b>\$ 37,100</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ 48,000</b>

<b>Element 14: Alameda Creek Phase 2 Fish Passage Project (Alameda County Water District)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -				\$ -
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ 94,000	\$ 60,000		\$ -	\$ 154,000
4	Construction/Implementation	\$ 70,000	\$ 500,000		\$ 100,000	\$ 570,000
5	Environmental Compliance/Mitigation/Enhancement	\$ 35,000	\$ 5,000			\$ 40,000
6	Construction Administration	\$ 75,925	\$ 30,000			\$ 105,925
7	Other Costs	\$ 40,000	\$ 5,000			\$ 45,000
8	Contingency	\$ 57,000				\$ 57,000
	<b>Totals</b>	<b>\$ 371,925</b>	<b>\$ 600,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 971,925</b>

<b>Element 15: Napa Marsh Restoration - Recycled Water Project (Sonoma Valley County Sanitation Dist)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ 260,000				\$ 260,000
2	Land Purchase/Easement	\$ 206,000				\$ 206,000
3	Planning/Design/Engineering/Environmental Documents	\$ 3,489,491	\$ 366,800		\$ 2,046,000	\$ 3,836,291
4	Construction/Implementation	\$ 13,028,000	\$ -			\$ 13,028,000
5	Environmental Compliance/Mitigation/Enhancement	\$ 200,000				\$ 200,000
6	Construction Administration	\$ 1,137,755	\$ -			\$ 1,137,755
7	Other Costs	\$ 78,168				\$ 78,168
8	Contingency	\$ 1,713,424				\$ 1,713,424
	<b>Totals</b>	<b>\$ 20,092,838</b>	<b>\$ 366,800</b>	<b>\$ -</b>	<b>\$ 2,046,000</b>	<b>\$ 20,459,638</b>

<b>Element 16: Grant Administration (Bay Area Clean Water Agencies)</b>						
Task		Estimated Non-State Cost	State Grant	Other State Funds	Local Cost Share <sup>1</sup>	Estimated Total Project Cost
1	Direct Project Administration	\$ -	\$ 250,000			\$ 250,000
2	Land Purchase/Easement	\$ -				\$ -
3	Planning/Design/Engineering/Environmental Documents	\$ -	\$ -			\$ -
4	Construction/Implementation	\$ -	\$ -		\$ -	\$ -
5	Environmental Compliance/Mitigation/Enhancement	\$ -				\$ -
6	Construction Administration	\$ -	\$ -			\$ -
7	Other Costs	\$ -				\$ -
8	Contingency	\$ -				\$ -
	<b>Totals</b>	<b>\$ -</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000</b>

## EXHIBIT D STANDARD CONDITIONS

- D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:**  
**SEPARATE ACCOUNTING OF GRANT DISBURSEMENT 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 any interest earned on such funds. Grantee shall require its Local Project Sponsors, 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.
- 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.
- REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.
- D.2 ACKNOWLEDGEMENT OF CREDIT:** Grantee and Local Project Sponsors shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the IRWM Program or associated grant funded projects or using any data and/or information developed under this Grant Agreement. During construction or implementation of each project, Grantee or Local Project Sponsors shall install a sign at a prominent location which shall include a statement that the project is financed under California Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002, administered by State of California, Department of Water Resources. Grantee shall notify State as each sign has been erected by providing them with a site map with the sign location noted and a photograph of each sign.
- D.3 AMENDMENT:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- D.4 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.5 AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Program, with the costs of such audit borne by State. After completion of the Program, State may require Grantee to conduct a final audit, 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 take any action it deems necessary to protect its interests.

Grantee agrees that the awarding department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.

- D.6 BUDGET CONTINGENCY:** If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the IRWM 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 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.7 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee and Local Project Sponsors 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.8 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.9 CONFLICT OF INTEREST:**

**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.

**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.

- D.10 DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide, during work on the IRWM Program and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.11 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$500 per item and which are not an integral part of the project, to be permanently installed and dedicated solely to the project. Within 60 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.12 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 Director, Department of Water Resources, 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.13 DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee, Local Project Sponsors, and its their contractors or subcontractors will comply 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).
  - b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
    - 1. The dangers of drug abuse in the workplace,
    - 2. Grantee's policy of maintaining a drug-free workplace,
    - 3. Any available counseling, rehabilitation, and employee assistance programs, and
    - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
    - 1. Will receive a copy of Grantee's drug-free policy statement, and
    - 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.14 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.
- D.15 GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.16 INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by Grantee under this Grant Agreement shall be paid by Grantee to State, to the extent that they are properly allocable to costs for which Grantee has been reimbursed by State under this Grant Agreement.
- D.17 INDEMNIFICATION:** Grantee agrees to indemnify State and its officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to, either in whole or in part, and whether directly or indirectly, arising out of the IRWM Program.
- D.18 INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.19 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, as provided in paragraph 20.
- D.20 INSPECTIONS OF PROJECTS BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, 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.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee, Local Project Sponsors, and their contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee, Local Project Sponsors, and their contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee, Local Project Sponsors, and their contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 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 Grant

Agreement by reference and made a part hereof as if set forth in full. Grantee, Local Project Sponsors, and their contractors 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 contracts to perform work under the Grant Agreement.

- D.22 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.
- D.23 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors 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 IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, 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 acquired through this Grant Agreement be remitted to State.
- D.24 REMEDIES, COSTS, AND ATTORNEY FEES:** Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available as a result of breach of this Grant Agreement, whether such breach occurs before or after completion of the IRWM Program, and exercise of any remedy provided by this Grant Agreement shall not preclude either party from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D. 25 RETENTION:** State shall, for each project, withhold ten percent (10.0%) of the funds requested by Grantee for reimbursement of Eligible Costs until the project is completed and Grantee has met requirements of paragraph 21, Submissions of Reports.
- D.26 RIGHTS IN DATA:** Grantee and Local Project Sponsors agree 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 in the public domain. Grantee and Local Project Sponsors 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 and Local Project Sponsors shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.27 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.

- D.28 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 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.29 TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the IRWM Program, at the option of State, upon violation by Grantee of any material provision after such violation has been called to the attention of Grantee and after failure of Grantee to bring itself into compliance with the provisions of this Grant Agreement within a reasonable time as established by State. In the event of such termination, Grantee agrees, upon demand, to immediately repay to State an amount equal to the amount of grant funds disbursed to Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to Grantee to the date of full repayment by Grantee.
- D.30 TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.31 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.32 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.

## EXHIBIT E REPORT FORMAT

### QUARTERLY REPORT

Quarterly Reports shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects contained in the IRWM Program.

The quarterly report should reflect the status of all of the projects identified in the Grant Agreement. A brief summary of program status should also be provided.

### PROJECT STATUS

For each project, describe the work performed during the quarter including:

#### PROJECT INFORMATION

- Legal matters;
- Engineering matters;
- Environmental matters;
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies;
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.);
- Discussion of the ambient surface water and groundwater data submittal effort for the previous quarter, including a description of the data submitted and date(s) of submittal;
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter; and
- Description of the differences between the work performed and the work outlined in the project work plans.
- Discussion of project performance achieved over the previous quarter relative to the criteria established in the Project Assessment and Evaluation Plan (PAEP).

#### COST INFORMATION

- Listing showing costs incurred during the quarter by the grantee, the local project sponsor overseeing the work, and each contractor working on the project. Listing should include hours per task worked on during the quarter for above personnel;
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan; and
- A revised budget, by task, if changed from latest budget in Work Plan.

#### SCHEDULE INFORMATION

- A schedule showing actual progress verse planned progress as shown in Exhibit B;
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B; and

- A revised schedule, by task, if changed from latest schedule in Exhibit B.

**ANTICIPATED ACTIVITIES NEXT QUARTER**

Provide a description of anticipated activities for the next quarterly reporting period.

## EXHIBIT E (CONTINUED) REPORT FORMAT

### PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects contained in the IRWM Program. A Project Completion Report is required for each project identified in the Work Plan, Exhibit A.

#### EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Water Security, Clean Drinking Water, Coastal And Beach Protection Act Of 2002 IRWM Implementation Grant application;
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement;
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan;
- Identify if as result of the project implementation, updates or changes the IRWM Plan are necessary. If updates or changes anticipated, summarize the necessary updates or changes and anticipated time frame when it will be accomplished; and
- Describe how the implemented projects will meet the regional priority identified in the IRWM Plan and how the project contributes to regional integration.

#### REPORTS AND/OR PRODUCTS

- Provide a copy of the final technical report or study;
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '27 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized);
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '27) and vertical (NAVD '88) datum to be determined within 0.5 feet;
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format);
- Provide copies of any data collected along with location maps;
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.

#### COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
  - The date each invoice was submitted to State;
  - The amount of the invoice;
  - The date the check was received; and

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

### **ADDITIONAL INFORMATION**

- A final project schedule showing actual progress verse planned progress;
- Certification that the project was conducted in accordance with the approved work plan and any approved modifications thereto; and
- Submittal schedule for Post Performance Report and outline of the reporting format.

## **EXHIBIT E (CONTINUED) REPORT 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.

#### **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 Water Security, Clean Drinking Water, Coastal And Beach Protection Act Of 2002 IRWM Implementation Grant application and actual work done;
- Brief description of the projects completed and how they will further the goals identified in the IRWM Plan;
- Identify remaining work and mechanism for their implementation;
- Identify any changes to the IRWM Plan as result of project implementation; and
- Submit an updated IRWM Plan.

#### **COST & DISPOSITION OF FUNDS INFORMATION**

- A summary of final funds disbursement for each project.

#### **ADDITIONAL INFORMATION**

- A final schedule showing individual project's actual progress duration verse planned progress
- Certification 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.

## EXHIBIT E (CONTINUED) REPORT FORMAT

### **POST PERFORMANCE REPORT**

The Post Performance Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the operation of the various projects in the IRWM Program funded by this Grant Agreement.

#### **REPORTS AND/OR PRODUCTS**

- Summary of the operations of the project;
- Brief discussion of the project benefits to water quality, water supply, and the environment;
- Brief comparison and any explanations for any differences between the expected versus actual project success in meeting IRWM priorities as stated in the original IRWM Implementation Grant application;
- Summary of any additional costs and/or benefits deriving from the project; and
- Any additional information relevant to or generated by the continued operation of the project.

## EXHIBIT F GRANTEE RESOLUTION

11,505

6

### RESOLUTION FOR BAY AREA CLEAN WATER AGENCIES TO APPLY FOR AND ACCEPT AN IRWMP GRANT FOR THE SAN FRANCISCO BAY AREA CONSOLIDATED PROPOSAL

**WHEREAS**, The Bay Area Clean Water Agencies, (BACWA) is a public Joint Powers Authority established in 1984, between the Contra Costa Sanitation District, the East Bay Municipal Utilities District, the City and County of San Francisco, the City of San Jose and the East Bay Dischargers Authority; and

**WHEREAS**, BACWA was formed with eight main purposes:

1. To collect data on the aquatic life and quality of waters of the San Francisco Bay System, with emphasis on pollution related effects.
2. To coordinate the work of BACWA with related work of other agencies and organizations.
3. To interpret data collected by this BACWA and by others in order to assess the effects of pollution and other factors on the Bay.
4. To manage this data to assure its continued usefulness.
5. To carry out other tasks in support of the collection, interpretation, and management of data.
6. To represent the interests of the member agencies.
7. To develop and disseminate information about the Bay.
8. To carry out other programs of mutual interest; and

**WHEREAS**, The mission of BACWA is to develop a region-wide understanding of the watershed protection and enhancement needs through reliance on sound science, environmental and economic information and ensure that this understanding leads to long-term stewardship of the San Francisco Bay Estuary; and

**WHEREAS**, in addition to the five principal members of BACWA, 48 other public clean water agencies are members of BACWA, including most of the sanitation districts and many cities from the Counties of Napa, Sonoma, Solano, Contra Costa, Alameda, Marin, San Francisco, San Mateo and Santa Clara; and

**WHEREAS**, is truly a regional public entity representing not only the public of the San Francisco Bay Area and empowered by its charter to undertake programs of mutual interest on behalf of it's members; and now

**THEREFORE, BE IT RESOLVED BY** BACWA, as a Public Joint Powers Authority, that the application be made to the California Department of Water Resources and the State Water Resources Control Board to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Water Security, Clean Drinking

11,505

6

Water, Coastal and Beach Protection Act of 2002 (Water Code Section 79560 et seq.) and be it

**FURTHER RESOLVED BY** BACWA to enter into an agreement to receive a grant for the San Francisco Bay Area Consolidated Proposal, and be it

**FURTHER RESOLVED** that Ms. Michele M. Pla, the Executive Director of the BACWA and Mr. Gary Breaux, the Treasurer of BACWA are hereby authorized and directed to prepare the necessary data, conduct investigations, file such applications, and execute a grant agreement with the California Department of Water Resources and or the State Water Resources Control Board.

Passed and adopted at Bay Area Clean Water Agencies Executive Board Meeting on May 25, 2006.

Mr. William Keaney

Chair of BACWA:

William Keaney

Printed Name:

William Keaney

Date:

5/25/06

## EXHIBIT G LOCAL PROJECT SPONSORS

### LOCAL PROJECT SPONSORS

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

<b>Local Sponsor Agency Designations</b>		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 – Contra Costa Water District Regional Intertie VFDs	Contra Costa Water District	1331 Concord Avenue Concord, CA 94524
Project 2 – Regional Water Conservation Outreach Campaign	Bay Area Clean Water Agencies	6114 LaSalle Avenue, Ste #456 Oakland, CA 94611
Project 3 – California WaterStar Initiative	East Bay Municipal Utility District	375 11 <sup>th</sup> Street Oakland, CA 94607
Project 4 – New Business Guidebook Pilot Program	East Bay Municipal Utility District	375 11 <sup>th</sup> Street Oakland, CA 94607
Project 5 – Redwood City Recycled Water Project	City of Redwood City	1017 Middlefield Road Redwood City, CA 94063
Project 6 – Mountain View / Moffett Recycled Water Project	City of Mountain View	P.O. Box 7540 Mountain View, CA 94039
Project 7 – South Bay Advanced Water Recycling Treatment Proj.	Santa Clara Valley Water District	5750 Almaden Expressway San Jose, CA 95118
Project 8 – Richmond Advanced Recycling Expansion Project	East Bay Municipal Utility District	375 11 <sup>th</sup> Street Oakland, CA 94607

Project 9 – Pacifica Recycled Water Project	North Coast County Water District	2400 Francisco Boulevard Pacifica, CA 94044
Project 10 – North Marin Recycled Water Project	North Marin Water District	P.O. Box 370131 Montara, CA 94037
Project 11 – Mocho Groundwater Demineralization Project	Zone 7 Water Agency	100 North Canyons Parkway Livermore, CA 94551
Project 12 – Direct Installation High Efficiency Toilet Program	Marin Municipal Water District	220 Nellen Avenue Corte Madera, CA 94925
Project 13 – Montara Groundwater Exploration Project	Montara Water and Sanitary District	P.O. Box 370131 Montara, CA 94037
Project 14 – Alameda Creek Phase 2 Fish Passage Project	Alameda County Water District	43885 South Grimmer Boulevard Fremont, CA 94538
Project 15 – Napa Marsh Restoration/ Recycled Water Proj	Sonoma Valley County Sanitation District	P.O. Box 11628 Santa Rosa, CA 95406
Project 16 – Grant Administration	Bay Area Clean Water Agencies	6114 LaSalle Avenue, Ste #456 Oakland, CA 94611

## EXHIBIT H STATEWIDE MONITORING

### REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

Ambient surface water and groundwater quality monitoring data (may 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 E.

Surface water quality monitoring data shall be submitted to the Surface Water Ambient Monitoring Program (SWAMP), which is administered by the State Water Resources Control Board (SWRCB). If a project work plan contains a surface water monitoring element, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with:

- The SWAMP QAPP and data reporting requirements.
- The USEPA's *EPA Requirements for Quality Assurance Project Plans* (Publication EPA AQ/R-5, 2001).

The QAPP shall be submitted to the State for review and a decision regarding approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP may not be reimbursed. Guidance for preparing the QAPP is available at:

<http://www.waterboards.ca.gov/swamp/qapp.html>

SWAMP comparable electronic format shall be followed. SWAMP data formats and templates can be accessed at:

<http://mpsl.mlml.calstate.edu/swdbcompare.html>

After the Grantee has followed the proper quality assurance and quality control (QA/QC) procedures and prepared the data for submittal to SWAMP, the data shall be uploaded, using the methodology established by SWAMP, to the California Environmental Data Exchange Network (CEDEN) database at the following link:

<http://bdat.ca.gov>

Groundwater quality monitoring data shall be submitted to the State through the SWRCB Groundwater Ambient Monitoring and Assessment (GAMA) Program. If a project work plan contains a groundwater ambient monitoring element, the Grantee shall contact the SWRCB GAMA Program for guidance on the submittal of ambient groundwater data. Information on the SWRCB GAMA Program can be obtained at:

<http://www.waterboards.ca.gov/gama/index.html>

Prior to the Grantee implementing any sampling or monitoring activities, State must be notified in writing as the planned procedure for submittal of groundwater data to GAMA. Any costs related to monitoring data collected prior to submittal of planned procedures may not be reimbursed.

## **REQUIREMENTS FOR PROJECT ASSESSMENT AND EVALUATION PLAN (PAEP) SUBMITTAL:**

Project Assessment and Evaluation Plans (PAEPs) shall be prepared for each project receiving grant funding. For each project, a PAEP shall be submitted to State prior to project construction or monitoring, and as deemed appropriate by State. For information about preparing PAEPs and the recommended content, relevant documentation may be found at the following web site:

<http://www.waterboards.ca.gov/funding/paep.html>