

**EXHIBIT A**  
 (Standard Agreement)

**SCOPE OF WORK**

- Contractor agrees to provide to the State Water Resources Control Board (SWRCB) subvention services as described herein:

San Francisquito Creek Urban Watershed Protection and Restoration Project

- The services shall be performed in San Francisquito Creek watershed.

The San Francisquito Creek watershed encompasses parts of Portola Valley, Woodside, Menlo Park, Palo Alto, East Palo Alto, and unincorporated San Mateo and Santa Clara Counties.

- The Project Representatives during the term of this Agreement will be:

<b>State Water Resources Control Board</b>	<b>Contractor: Acterra: Action for a Sustainable Earth</b>
Name: Keith Lichten, Contract Manager	Name: Kathleen Pilat, Project Director
Address: 1515 Clay Street Oakland, CA 94612	Address: 3921 East Bayshore Road Palo Alto, CA 94303
Phone: (510) 622-2380	Phone: (650) 962-9876 x305
Fax: (510) 622-2460	Fax: (650) 962-8234
E-mail: KHL@rb2.swrcb.ca.gov	E-mail: KatieP@Acterra.org

Direct all administrative inquiries to:

<b>State Water Resources Control Board</b>	<b>Contractor: Acterra: Action for a Sustainable Earth</b>
Section/Unit: Division of Financial Assistance	Section/Unit: San Francisquito Watershed Council
Attention: Doug Tsuda, Program Analyst	Attention: Kathleen Pilat, Project Director
Address: 1001 I Street, 14 <sup>th</sup> Floor Sacramento, CA 95814	Address: 3921 East Bayshore Road Palo Alto, CA 94303
Phone: (916) 341-5788	Phone: (650) 962-9876 x305
Fax: (916) 341-5296	Fax: (650) 962-8234
E-mail: dtsuda@cwpc.swrcb.ca.gov	E-mail: KatieP@Acterra.org

The parties may change their Project Representative upon providing ten (10) days written notice to the other party.

- Detailed description of work to be performed and duties of all parties shall be provided in accordance with Exhibit A-1, Work to be Performed, which is attached hereto and made part of this Agreement.

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**WORK TO BE PERFORMED**

**A. BACKGROUND AND GOALS**

As the San Francisquito Creek watershed has urbanized, water quality and aquatic and riparian habitats have declined. San Francisquito Creek was placed on the Regional Water Quality Control Board's (RWQCB) Clean Water Act section 303(d) list in 1998, and a total maximum daily load allocation is currently being developed for sediment. The remnant native population of federally listed steelhead trout is threatened by impaired water quality, barriers to passage, and diminished dry season flows. Flooding is also a significant concern, posing risks to human safety and property in the lower watershed. Existing and planned additions to impervious surfaces may be adversely affecting hydrologic processes, increasing peak flood flows during storm events and reducing groundwater recharge that provides dry season base flow.

The goal of this project is to reduce the impact of present and future urbanization on the San Francisquito watershed. This project will provide guidance to curb inappropriate future development and redevelopment and reduce the impact of existing development in two ways. First, the Contractor's San Francisquito Watershed Council (SFWC) project will partner with local government representatives from the five (5) incorporated municipalities (Woodside, Portola Valley, Palo Alto, Menlo Park, and East Palo Alto) and two (2) counties (San Mateo and Santa Clara) in the watershed to evaluate and make recommendations to improve the policies, codes, ordinances and practices of those jurisdictions. Second, the SFWC will retrofit two (2) existing residential or non-residential properties to reduce their polluted stormwater and urban runoff outflows and use these model sites to educate the community about "watershed friendly" building and landscape designs.

With its two-pronged approach, this project will help prevent watershed damaging development and activities and integrate existing development into the surrounding watershed, protecting and restoring water quality, habitats, and natural flow regimes.

**B. WORK TO BE PERFORMED**

The Contractor shall be responsible for the performance of the work as set forth herein below and for the preparation of products and a final report as specified in this Exhibit. The Contractor's Project Representative shall promptly notify the SWRCB's Project Representative of events or proposed changes that could affect the scope, budget, or schedule of work performed under this Agreement. Unless otherwise specified in the Agreement, all deliverables shall be provided to both the Program Analyst and Contract Manager.

**Task 1. Project Administration**

- 1.1 Provide all technical and administrative services as needed for Agreement completion; review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Ensure that the Agreement requirements are met through completion of monthly progress reports submitted to the SWRCB's Project Representative by the tenth (10<sup>th</sup>) of the month and through regular communication with the SWRCB's Project Representative. The progress reports shall describe activities undertaken and accomplishments of each task during the month, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task during the month shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts.

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- 1.3 Disclosure Requirements - Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an Agreement with the State Water Resources Control Board (SWRCB) pursuant to the Costa-Machado Water Act of 2000 (Proposition 13) and any amendments thereto for the implementation of California’s Nonpoint Source Pollution Control Program. The contents of this document do not necessarily reflect the views and policies of the SWRCB, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

The Contractor shall include in each of its subcontracts for work under this Agreement a provision that incorporates the requirements stated within this subtask.

- 1.4 The Contractor shall notify the SWRCB’s Project Representative at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by SWRCB representatives.
- 1.5 Complete a one (1)-page Contract Summary Form (form to be provided by the SWRCB) within three (3) months of the Agreement execution.
- 1.6 Award subcontract(s) to appropriate organization(s) to perform tasks as outlined in this Agreement. Document steps taken in soliciting and awarding the subcontract and submit them to the SWRCB’s Project Representative for review prior to subcontract award. Provide SWRCB’s Project Representative with a copy of the awarded subcontract. Document all subcontractor activities and expenditures in progress reports.
- 1.7 Every six (6) months during the term of this Agreement, the Contractor shall develop and submit to their assigned SWRCB Program Analyst expenditure/invoice projections to enable funding to be available for payment of invoices.
- 1.8 At the completion of this project and prior to final payment, the Contractor’s Project Representative shall fill out and provide a survey form to the SWRCB’s Project Representative.

Task Deliverables: 1.2 Progress Reports, 1.5 Contract Summary Form, 1.6 Subcontractor Documentation, 1.7 Expenditure/Invoice Projections, 1.8 Project Survey Form

**Task 2. CEQA and Permits**

- 2.1 No work that is subject to California Environmental Quality Act (CEQA) shall proceed under this Agreement until documents that satisfy the CEQA process are received by the SWRCB’s Project Representative.
- 2.2 Secure all required permits for project work. No work that is subject to permitting shall proceed under this Agreement until documents that satisfy the permitting process(es) are received by the SWRCB’s Project Representative. The following permits shall be obtained as appropriate, dependent upon which retrofit technologies are selected in Task 6:
- 2.2.1 Grading permit, if earthwork on either site exceeds one hundred cubic yards (100 yd<sup>3</sup>)
- 2.2.2 Encroachment permit
- 2.2.3 Street work permit

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Task Deliverables: 2.1 Signed CEQA Determination Cover Sheet or Signed Statement from CEQA Lead Agency Representative, 2.2 Signed Cover Sheets for all Permits and Agreements

**Task 3. One-time Advance Payment Request**

- 3.1 Prepare a written justification for a one-time advance payment of up to twenty-five percent (25%) of the total Agreement amount. The written justification must contain the need for the advance payment and must justify the advance payment costs by category (i.e., cash flow, equipment or supply purchases, advancing funds to the subcontractor to begin work). The written justification must contain a proposed time frame for accounting for the recoupment of the advance payment during the Agreement invoicing process. This recoupment schedule shall be an approved written agreement between the Contractor and the SWRCB's Project Representative and the agreed upon scheduled recoupment amounts shall be deducted from future invoices. Submit the written justification to the SWRCB's Project Representative for review and approval. Once the written advance payment justification has been approved by the SWRCB's Project Representative, the Contractor's Project Representative shall submit an invoice for the approved advance payment amount consisting of an original and two (2) copies to the SWRCB's Project Representative. All subsequent invoices must be in the format provided with the advance payment approval.
- 3.2 Set up a separate interest-bearing bank account for the advance payment that shall reflect only activities related to funds advanced (even for one-time purchase of equipment or land purchase).
- 3.3 Submit bank statements yearly or at the end of the reconciliation of the advance payment funds depending on the accounting schedule that details any interest earned on the account. All interest earned shall be retained by the Contractor and the amount of interest earned shall be deducted from the final invoice of the Agreement.

Task Deliverables: 3.1 Written Justification with Recoupment Schedule, 3.2 Proof of Separate Interest-bearing Bank Account, and 3.3 Bank Statements

**Task 4. Project Assessment and Evaluation Plan**

- 4.1 Submit to the SWRCB's Project Representative a Project Assessment and Evaluation Plan that does all of the following:
  - 4.1.1 Identifies the nonpoint source or sources of pollution to be prevented or reduced by the project.
  - 4.1.2 Describes the baseline water quality or quality of the environment to be addressed.
  - 4.1.3 Describes the manner in which the project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results.

Task Deliverables: 4.1 Project Assessment and Evaluation Plan

**Task 5. Local Government Policies, Codes, Ordinances and Practices Evaluation**

Partner with local government agency staff and a committee of technical advisors to evaluate existing local government policies, codes, ordinances, and practices and make recommendations to jurisdictions on improvements which could reduce storm water pollution and anadromous fish habitat degradation.

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Proven analytical tools and methods shall be used to evaluate and improve existing local government policies, regulations, and practices. The first tool, developed by the Center for Watershed Protection (CWP), the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP), and Santa Clara Valley Watershed Management Initiative, uses polluted storm water reduction as its driving principle (Storm Water Analysis). The second tool, developed by the University of California Cooperative Extension (UCCE) and FishNet4C (a County-based salmonid protection and restoration program that brings together the six (6) Central California Coastal Counties of Mendocino, Sonoma, Marin, San Mateo, Santa Cruz, and Monterey), uses anadromous fish recovery as its driving principle (Anadromous Fish Analysis). Each tool has already been applied to some local government jurisdictions in the watershed. This project shall complete the analysis bringing the tools to the yet unanalyzed jurisdictions. The review shall recommend policies, regulations and operations which minimize impervious surfaces; promote compact development; promote storm water treatment measures and practices; protect riparian buffers, floodplains, in-stream flows, hill slopes, and native vegetation; discourage winter grading; and correct fish migration barriers and avoid new ones.

- 5.1 Establish a Technical Advisory Committee (TAC) to determine model policies, codes, ordinances, and practices; assist with selection and oversight of subcontractors; guide comparison of existing policies, regulations and practices to models; and review draft reports of evaluation results and recommendations.
  - 5.1.1 Solicit RWQCB, FishNet4C, UCCE, Bay Area Stormwater Management Agencies Association (BASMAA), SCVURPPP, and San Mateo Countywide Stormwater Pollution Prevention Program (SMC STOPPP) for TAC participation or member recommendations.
  - 5.1.2 Recruit TAC through telephone, e-mail and written correspondence. The role of this TAC is limited to Task 5.
  - 5.1.3 Conduct semi-annual meetings of the TAC and communicate via e-mail between meetings for the duration of Task 5.
- 5.2 Assemble teams of local government agency staff for each of the jurisdictions to be evaluated, including Portola Valley, Woodside, Menlo Park, Palo Alto, East Palo Alto, Santa Clara County, San Mateo County, and the Santa Clara Valley Water District.
  - 5.2.1 Mail letters to relevant departments and programs in each jurisdiction, including Planning, Public Works, Environmental Health, Parks and Recreation, Storm Water Pollution Prevention, Flood Control, and other departments determined to have a role in storm water or anadromous fish habitat management.
  - 5.2.2 Recruit one (1) member per jurisdiction and two (2) or more members of the SFWC's Steering Committee (existing committee that gives the SFWC programmatic guidance) to participate on the local agency staff team. Team members shall provide the Storm Water and Anadromous Fish Analysis subcontractors with any local government documents required; provide additional information as requested; coordinate field visits with local agency staff for operations reviews; and review draft evaluation report and recommendations.
  - 5.2.3 Meet with the appointed local agency staff team members for each jurisdiction and the Storm Water and Anadromous Fish Analysis subcontractors a minimum of two (2) times: (1) at commencement of review for that jurisdiction for exchange of documents and information and coordination of field visits; and, (2) to review the draft evaluation report and recommendations.

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- 5.3 Coordinate TAC review of the subcontractor methodologies for reviewing local government policies, codes, ordinances, and practices. TAC members shall determine where efficiencies can be gained by merging the Storm Water and Anadromous Fish Analyses and direct subcontractors to avoid redundant analysis.
- 5.4 Conduct evaluation of policies, codes, ordinances, and practices. This evaluation shall contain both document and procedure review and field-based review elements.

Document and Procedure Review - work with local government staff to compile and review current policies, codes, and ordinances that impact water resources protection and enhancement; compile matrices for each jurisdiction displaying policies which apply in that jurisdiction; use CWP/SCVURPPP worksheet and UCCE methodologies to perform an initial analysis to determine how the development rules score in terms of being able to implement model development principles and protect watersheds

Field Review - identify, review and analyze a sample of five (5) land development case studies to evaluate effectiveness of existing policies, codes, ordinances (sample should include examples of projects approved through typical local government procedures); conduct field site reviews and assessments of local government sponsored or approved activities that take place in the watershed such as stream crossing construction, landslide repairs, storm water management, road rehabilitation/maintenance

- 5.4.1 Complete storm water analysis for San Mateo County, Portola Valley, Woodside, and East Palo Alto.
- 5.4.2 Complete Anadromous Fish Analysis for Santa Clara County, Santa Clara Valley Water District, Portola Valley, Woodside, Palo Alto, Menlo Park, and East Palo Alto.
- 5.5 Prepare draft reports of evaluation results and recommendations.
- 5.5.1 Review findings of initial analysis with each local government jurisdiction involved and TAC;
- 5.5.2 Solicit and integrate additional information and feedback from jurisdictions and TAC.
- 5.5.3 Submit draft to the SWRCB's Project Representative separately for RWQCB review and approval.
- 5.6 Prepare final reports of Evaluation Results and Recommendations including findings and recommendations of TAC and SWRCB's Project Representative. Produce and distribute final Evaluation Results and Recommendations Report to each jurisdiction listed in subtask 5.2.
- 5.7 Provide presentations and conduct outreach on Evaluation Results and Recommendations.
- 5.7.1 Provide presentations on findings and recommendations of review to each local government jurisdiction listed in subtask 5.2. Provide one (1) presentation to the SFWC Steering Committee that shall also be open to the public. Presentation dates shall be publicized through the Contractor's SFWC newsletters, the Contractor's SFWC website, e-mails to members and volunteers in the SFWC database, at regular bi-weekly creek volunteer workdays and other SFWC events, at city offices of all cities in the San Francisquito Creek watershed, through TAC member's agencies, and through other local and regional environmental and community groups.
- 5.7.2 Provide assistance to local governments in addressing policy gaps or problems with on-the-ground practices.

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Task Deliverables: 5.1 TAC Membership List and Contact Information, 5.2 Local Government Agency Team List and Contact Information, 5.5 Draft Report of Evaluation Results and Recommendations, 5.6 Final Report of Evaluation Results and Recommendations, 5.7 Presentation Dates and Attendance Lists

**Task 6. Retrofit Projects Planning**

Develop criteria for retrofit site selection, identify candidate sites, select sites, and negotiate landowner permission to implement stormwater Best Management Practice retrofits on two (2) existing developed properties.

The storm water retrofits shall employ technologies developed and field tested in Los Angeles (Trans-Agency Resources for Environmental and Economic Sustainability project) and other West Coast cities to reduce development-related impacts on water quality and the natural hydrographs of already developed parcels. Improvements to existing buildings, parking areas, and landscaped areas might include installation of cisterns and drywells for roof drainage, vegetated swales, permeable pavement materials, depressed lawn areas, or landscaped parking lot infiltration and detention areas to collect parking lot runoff.

- 6.1 Establish a TAC to assist with site selection criteria, site selection, retrofit designs, an appropriate monitoring program, and outreach.
  - 6.1.1 Solicit RWQCB, BASMAA, Clean South Bay, SCVURPPP, SMC STOPPP, Association of Bay Area Governments (ABAG), and city representatives for TAC participation or member recommendations.
  - 6.1.2 Recruit TAC through telephone, e-mail and written correspondence. The role of this TAC is limited to Tasks 6, 7, 9, and 10 related to urban retrofit sites.
  - 6.1.3 Coordinate communication among the TAC via e-mail and conduct meetings at a minimum of six (6) times throughout the duration of Tasks 6, 7, 9, and 10 for the following purposes:
    - Task 6: develop site selection criteria, final site selection;
    - Task 7: Fifty percent (50%) design review, ninety percent (90%) design review;
    - Task 9: monitoring program development; and,
    - Task 10: outreach program development.
- 6.2 Meet with the TAC, including the SWRCB's Project Representative, to develop site selection criteria that may include but not be limited to: visibility; accessibility; willingness of property owners to participate in outreach activities described in Task 10; variety of techniques that can be used; ease of replication within the community; applicability to other Bay Area sites; appropriate physical parameters such as soil, depth to groundwater, slope; ease of working with local codes and ordinances; ability to show dramatic improvement; landowner cost share; cost to retrofit the site; permit ease or difficulty; and construction ease or difficulty.
- 6.3 Assess and select sites for retrofitting.
  - 6.3.1 Solicit landowners to participate in project primarily through the Contractor's SFWC newsletter, communications with the Contractor's SFWC members and volunteers, communications with TAC agency members, posting on the Contractor's SFWC website, and press releases.
  - 6.3.2 Conduct between four (4) and eight (8) site visits and assessments.

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6.3.3 Select two (2) sites with assistance from TAC, subject to SWRCB's Project Representative approval, for design and construction.

6.4 Develop property owner agreements in accordance with SWRCB requirements. Agreements shall contain provisions for construction access, field tour access, permission to use photographs of retrofits and property in both print and web publications, and permission to post signage at the non-residential site if a non-residential property is selected. Obtain signed agreements from property owners.

Task deliverables: 6.1 TAC Membership List and Contact Information, 6.4 Signed Property Owner Agreements

**Task 7. Retrofit Projects Design**

Design the urban stormwater retrofits for the sites selected in Task 6.

7.1 Prepare construction documents including fifty percent (50%), ninety percent (90%), and final construction documents. Depending on the sites selected in Task 6, these shall include all or most of the following:

- Map showing location of retrofit sites;
- Individual site plans;
- Excavation, grading, soil improvement, and re-vegetation details;
- Technical specifications;
- Materials specifications;
- Hydrology calculations for sizing of retrofit structure elements;
- Detailed engineer's estimate of construction costs; and,
- Applicable plans and specifications for excavation spoils removal and disposal, as necessary.

7.1.1 Meet with the TAC, including the SWRCB's Project Representative, to review the fifty percent (50%) construction documents. Determine with the SWRCB's Project Representative the need for themselves, or the entire TAC, to make site visits at this stage.

7.1.2 Meet with the TAC, including the SWRCB's Project Representative, to review the ninety percent (90%) construction documents including comments from subtask 7.1.1. Submit the ninety percent (90%) construction documents to SWRCB's Project Representative for review and approval.

7.1.3 Prepare final construction documents incorporating the comments from subtask 7.1.2. The final construction documents shall be submitted into the project record and to all permitting agencies.

7.2 Provide photocopies of cover pages of any county or city protocol publication used in design preparation, if the use of any protocols is required. Protocols shall be determined prior to the completion of subtask 7.1.3 and shall be reviewed and approved by the SWRCB's Project Representative.

Task Deliverables: 7.1.1 Fifty Percent (50%) Construction Documents (Submitted to SWRCB's Project Representative), 7.1.2 Ninety Percent (90%) Construction Documents (Submitted to SWRCB's Project Representative), 7.1.3 Final Construction Documents, 7.2 City/County Publication Cover Sheets



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**Task 8. Retrofit Projects Construction**

Construct the urban stormwater retrofits designed in Task 7.

- 8.1 Obtain written notice of approval to proceed from SWRCB's Project Representative's to construct per subtask 7.1.3 approved design plan.
- 8.2 Construct the two (2) urban storm water retrofit projects for which approved construction documents were prepared (Task 7) and permits were obtained (Task 2).
- 8.3 Conduct and provide photograph-documentation of the construction sites, including before, during and after construction, in accordance with the requirements of the SWRCB.
- 8.4 Prepare and submit "as-built" drawings.

Task Deliverables: 8.3 Pre, During, and Post Construction Photograph-documentation, 8.4 "As-Built" Drawings

**Task 9. Retrofit Projects Effectiveness Evaluation**

Evaluate the effectiveness of the urban storm water retrofit projects constructed in Task 8 in reducing storm water runoff from sites. The evaluation program shall not include water quality monitoring.

- 9.1 Provide comparison of the actual design and construction costs versus the expected costs. It is not anticipated that the term of the Agreement shall accommodate sufficient time for collection of long-term Operations and Maintenance (O&M) costs, but to the extent that O&M costs are incurred during the term of the Agreement, they shall be reported.
- 9.2 Conduct evaluation activities to estimate hydrograph benefits of retrofit projects. The scope and detail of the evaluation program shall be determined with the assistance of the TAC, and submitted for approval by the SWRCB's Project Representative. At a minimum, evaluation activities shall include desktop estimates of pre- and post-project site runoff volumes, photograph-documentation of project performance, and appropriate field evaluation activities as approved by the SWRCB's Project Representative. Field evaluation activities shall be dependent on the sites and retrofit technologies selected in Tasks 6 and 7 respectively, but may include activities such as depth and duration tracking of any on-site ponding and cistern water-level monitoring.
- 9.3 Prepare project effectiveness evaluation report documenting estimated hydrograph benefits of retrofit projects.

Task Deliverables: 9.1 Cost Comparison, 9.3 Project Effectiveness Evaluation Report

**Task 10. Retrofit Projects Outreach and Education**

Educate the public at large, especially property owners and construction and landscape contractors, about opportunities to retrofit existing buildings and landscaping to reduce polluted runoff from residential and non-residential sites.

- 10.1 Develop educational materials with assistance from the TAC about both retrofit sites and general storm water information, including: an informational brochure (at least five-hundred [500] copies), a fact sheet with specific construction and cost information for each site, a PowerPoint presentation, a virtual tour of both sites, a press release, and newsletter articles.

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- 10.2 Produce and distribute educational materials. Print materials shall be distributed to members and volunteers in the Contractor's SFWC database, at regular bi-weekly creek volunteer workdays and other SFWC events, at city offices of all cities in the San Francisquito Creek watershed, through TAC member's agencies, and through other local and regional environmental and community groups. Electronic versions of the educational materials, as available, shall be distributed to ABAG, BASMAA, and RWQCB.
- 10.3 Provide two (2) guided field tours of each property for local audiences of citizens, developers, and other stakeholders. Field tours shall be publicized through the Contractor's SFWC newsletters and website, distribution of flyers as described in subtask 10.1, and paid advertisements in three (3) local newspapers. Fact sheets produced in subtask 10.1 shall be distributed at guided tours and provided at self-guided tours (subtask 10.4).
- 10.4 Provide signage and self-guided tour information for the non-residential property if a non-residential property is selected.
- 10.5 Post virtual tour of each site on the Contractor's SFWC website.
- 10.6 Secure media attention for demonstration projects through distribution of press release to at least ten (10) local and regional news sources including newspapers, radio, and TV stations.
- 10.7 Provide two (2) retrofit project presentations for local audiences of citizens, developers, and other stakeholders. Presentations shall be publicized through the Contractor's SFWC newsletters and website and distribution of flyers as described in subtask 10.2.

Task Deliverables: 10.1 Brochure, Fact Sheets; 10.3 Tour Dates and Attendance Lists; 10.6 Press Release; 10.7 Presentation Notices and Attendance Lists

**Task 11. Draft and Final Project Report**

- 11.1 Prepare a draft project report that includes the results of the listed tasks. The report shall include the following narrative sections:
  - 11.1.1 A brief introduction including a statement of purpose, the scope of the project, and a description of the approach and techniques used during the project.
  - 11.1.2 A list of the task deliverables previously submitted as outlined in the Schedule of Deliverable Due Dates.
  - 11.1.3 Any additional information that is deemed appropriate by the Contractor's Project Representative.
  - 11.1.4 Indicate whether the purposes of the project have been met. Include information collected in accordance with the Project Assessment and Evaluation Plan, including determination of the effectiveness of the best management practices or management measures implemented as part of the project in preventing or reducing nonpoint source pollution.
- 11.2 Submit copies of the draft project report to the SWRCB's Project Representative for review and comment.
- 11.3 Prepare a final project report that addresses, to the extent feasible, comments made by the SWRCB's Project Representative on the draft project report. Submit one (1) reproducible master and two (2) copies of the final project report to the SWRCB's Project Representative for review and acceptance.

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Task Deliverables: 11.2 Draft Project Report, 11.3 Final Project Report

**C. SCHEDULE OF DELIVERABLE DUE DATES**

TASK	SUB-TASK	DELIVERABLE	DUE DATE
1.0		PROJECT ADMINISTRATION	
	1.2	Progress Reports	04/10/04 and monthly thereafter
	1.5	Contract Summary Form	03/10/04
	1.6	Subcontractor Documentation	04/10/04 and quarterly thereafter
	1.7	Expenditure Projections	04/10/04 and every 6 months thereafter
	1.8	Project Survey Form	03/01/06
2.0		CEQA AND PERMITS	
	2.1	Signed CEQA Determination Cover Sheet or Signed Statement from CEQA Lead Agency Representative	03/15/05
	2.2	Signed Cover Sheets for all Permits and Agreements	03/15/05
3.0		ONE-TIME ADVANCE PAYMENT REQUEST	
	3.1	Written Justification with Recoupment Schedule	01/15/04
	3.2	Proof of Separate Interest-bearing Bank Account	01/15/04
	3.3	Bank Statements	01/01/05, 01/01/06
4.0		PROJECT ASSESSMENT AND EVALUATION PLAN	
	4.1	Project Assessment and Evaluation Plan	03/01/04
5.0		LOCAL GOVERNMENT POLICIES, CODES, ORDINANCES, AND PRACTICES EVALUATION	
	5.1	TAC Membership List and Contact Information	03/15/04
	5.2	Local Government Agency Team List and Contact Information	04/15/04
	5.5	Draft Report of Evaluation Results and Recommendations	07/15/05
	5.6	Final Report of Evaluation Results and Recommendations	09/15/05
	5.7	Presentation Dates and Attendance Lists	01/16/06
6.0		RETROFIT PROJECTS PLANNING	
	6.1	TAC Membership List and Contact Information	03/15/04
	6.4	Signed Property Owner Agreements	01/15/05
7.0		RETROFIT PROJECTS DESIGN	
	7.1.1	Fifty Percent (50%) Construction Documents (Submitted to SWRCB's Project Representative only)	09/15/04
	7.1.2	Ninety Percent (90%) Construction Documents (Submitted to SWRCB's Project Representative only)	11/15/04
	7.1.3	Final Construction Documents	12/15/04
	7.2	City/County Publication Cover Sheets	12/15/04

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TASK	SUB-TASK	DELIVERABLE	DUE DATE
8.0		RETROFIT PROJECTS CONSTRUCTION	
	8.3	Pre, During, and Post Construction Photograph-documentation	11/01/05
	8.4	"As-Built" Drawings	12/01/05
9.0		RETROFIT PROJECTS EFFECTIVENESS EVALUATION	
	9.1	Cost Comparison	01/16/06
	9.3	Project Effectiveness Evaluation Report	01/16/06
10.0		RETROFIT PROJECTS OUTREACH AND EDUCATION	
	10.1	Brochure, Fact Sheets	12/01/05
	10.3	Tour Dates and Attendance Lists	01/16/06
	10.6	Press Release	11/01/05
	10.7	Presentation Notices and Attendance Lists	01/16/06
11.0		DRAFT AND FINAL PROJECT REPORT	
	11.2	Draft Project Report	01/15/06
	11.3	Final Project Report	03/01/06

**D. REPORTS**

1. Not later than April 10, 2004 and monthly thereafter, during the term of this Agreement, the Contractor's Project Representative shall provide a written progress report to the SWRCB's Project Representative describing activities undertaken, accomplishment of milestones, and any problems encountered in the performance of the work under this Agreement, and delivery of intermediate products, if any.
2. The Contractor's Project Representative shall submit to the SWRCB's Project Representative for approval the reports containing the results of the work performed in accordance with the schedule of this Exhibit.
3. Not later than January 15, 2006, the Contractor's Project Representative shall submit to the SWRCB's Project Representative two (2) copies (one [1] bound, one [1] unbound) of a draft report describing the work performed pursuant to Section B of this Exhibit for review and comment.
4. Within four (4) weeks of receipt of the draft report, the SWRCB's Project Representative shall submit final comments to the Contractor's Project Representative.
5. Not later than March 1, 2006, the Contractor's Project Representative shall submit to the SWRCB's Project Representative for approval one (1) reproducible master and two (2) copies of the final report containing the results of the work performed and addressing the comments submitted to the Contractor's Project Representative by the SWRCB's Project Representative.
6. The report shall not be considered final until accepted and approved by the SWRCB's Project Representative.