

EXHIBIT A – SCOPE OF WORK

1. Quality Assurance Project Plan and Monitoring Plan
 - 1.1 Grantee shall prepare and maintain a Quality Assurance Project Plan (QAPP) in accordance with the SWRCB's QAPP for the Surface Water Ambient Monitoring Program (SWAMP). The QAPP must be approved by the SWRCB's Quality Assurance (QA) Officer prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to QAPP approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance for preparing the QAPP is available at <http://www.wateboards.ca.gov/swamp/docs/swamp/qapp.html>.
 - 1.2 Grantee shall prepare and maintain a Monitoring Plan (MP) that describes the types of constituents to be monitored and the frequency/schedule for the monitoring activities. The MP shall be prepared in accordance with Exhibit D, Section 5, and be approved by the Grant Manager prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to MP approval. The Grant Manager must approve any changes to the MP prior to implementation.
 - 1.3 State 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. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.” (Gov. Code 7550, 40 CFR 31.20)

Signage shall be posted in a prominent location at Project site (if applicable) and shall include the State Water Board logo (available from Program Analyst) and the following disclosure statement:

“Funding for this Project has been provided in full or in part through an agreement with the State Water Resources Control Board.”
 - 1.4 The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this work item. (Gov. Code 7550)
2. Work To Be Performed by Grantee:
 - 2.1 Project Design
 - 2.1.1 Prepare construction documents for the construction of the pump station renovations identified in the Pre-Design Report. Construction documents shall include construction drawings and specifications, engineer's construction cost estimate, and shall be prepared so that a completely operational system can be constructed. Construction documents will also incorporate specific conditions identified in the Coastal Development Permit.
 - 2.1.2 Submit the as-advertised construction documents to the Grant Manager.
 - 2.1.3 Perform bid assistance and select a construction contractor.
 - 2.1.4 Provide a copy of bid summary, proof of advertising, and construction Notice to Proceed to the Grant Manager with quarterly progress reports.
 - 2.2 Project Implementation
 - 2.2.1 Construct the Pump Station renovations and improvements per the construction documents.
 - 2.2.2 Conduct photo documentation of the construction work at all phases and submit to the Grant Manager.

- 2.2.3 Conduct a minimum of one (1) year of post construction monitoring to evaluate project effectiveness, in accordance with the approved monitoring and reporting plan. Monitoring results shall be included in the draft and final Project Reports.

3. Reporting

- 3.1 Prepare and provide an annual progress summary by September 30, 2007 and September 30, 2008. The summary must be no more than two (2) pages, and shall include pictures as appropriate. The summary shall include the following:
 - 3.1.1 A summary of the conditions the Project is meant to alleviate, the Project's objective, the scope of the Project, and a description of the approach used to achieve the Project's objective.
 - 3.1.2 A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.
 - 3.1.3 An evaluation of the effectiveness of the Project to date in preventing or reducing pollution and alleviating the Project's original conditions.
- 3.2 Prepare a draft final Project Report in accordance with Exhibit D, Section 6. In addition, include the following and submit to Grant Manager for review and comment.
 - 3.2.1 An introduction section including a summary of the Project's objective, the scope of the Project, and a brief description of the approach and techniques used during the Project.
 - 3.2.2 A list of submittals previously submitted as outlined in the Table of Items for Review.
 - 3.2.3 Any additional information that is deemed appropriate by the Grant Manager or Grantee.
- 3.3 Prepare and submit one (1) reproducible master, one (1) electronic copy and two (2) copies of the final Project Report that addresses comments from the Grant Manager.

TABLE OF ITEMS FOR REVIEW
(Submittals to be delivered to Grant Manager to verify Project progress.)

Item	DESCRIPTION	DUE DATE
EXHIBIT A – SCOPE OF WORK		
1.0	QUALITY ASSURANCE PROJECT PLAN and MONITORING PLAN	--
1.1	Quality Assurance Project Plan	December 2006
1.2	Monitoring Plan	December 2006
2.0	WORK TO BE PERFORMED BY GRANTEE	--
2.1	Project Design	--
2.1.2	As-Advertised Construction Documents	February 2007
2.1.4	Bid Summary, Proof of Advertising, and Construction Notice to Proceed	March 2007
2.2	Project Implementation	--
2.2.2	Photo Documentation of Construction Work At All Phases	September 2007
3.0	REPORTING	--
3.1	Annual Progress Summary	September 30, 2007 September 30, 2008
3.2	Draft Project Report	January 2009
3.3	Final Project Report	March 2009
EXHIBIT B – INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS		
5.0	REPORTS	--
5.1	Progress Reports by the twentieth (20 th) of the month following the end of the calendar quarter (March, June, September, and December)	Quarterly
5.2	Grant Summary Form	Day 90
5.3	Natural Resource Projects Inventory Project Survey Form	Before final invoice
EXHIBIT C – SWRCB GENERAL CONDITIONS		
6	Copy of Final CEQA/NEPA Documentation Any activity in the scope of work subject to CEQA cannot begin prior to receipt of environmental clearance from the SWRCB.	October 2005
22	Signed Cover Sheets For All Permits	As Needed
EXHIBIT D – GRANT PROGRAM TERMS & CONDITIONS		
5	Monitoring and Reporting Plan	December 2006

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

1. Invoicing

- 1.1 Invoices shall be submitted in the format provided by the SWRCB. The original invoice shall be submitted to the Grant Manager on a quarterly basis consistent with the reporting schedule in Section 5.1 of this exhibit. The address for submittal is:

, Grant Manager
SWRCB, Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, CA 95814

- 1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Receipt of invoices in any other format than the one provided by the SWRCB will be cause for the invoice to be disputed. In the event of an invoice dispute, the Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above 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. All invoices must be approved by the Grant Manager.
- 1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
- 1.4 Notwithstanding any other provision of this Agreement, the Grantee agrees that the SWRCB may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the SWRCB. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- 1.5 The invoice shall contain the following information:
- 1.5.1 The date of the invoice;
 - 1.5.2 The time period covered by the invoice, i.e., the term "from" and "to";
 - 1.5.3 The total amount due; and
 - 1.5.4 Original signature and date (in ink) of the Grantee or its authorized representative.
 - 1.5.5 Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN OCTOBER 31, 2009.

2. Budget Contingency Clause

The maximum amount to be encumbered under this Agreement for the 2006-07 fiscal year ending June 30, 2007 shall not exceed two hundred fifty thousand dollars (\$250,000).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the 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, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

3. LINE ITEM BUDGET

	PROP 40	MATCH	TOTAL												
Personnel Services (includes benefits)	\$ 0	\$ 22,000	\$ 22,000												
<table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 30%;"><u>Class</u></th> <th style="text-align: left; width: 20%;"><u>Hours</u></th> <th style="text-align: left; width: 30%;"><u>Wage/Hour</u></th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>District Manager</td> <td style="text-align: right;">235.0</td> <td style="text-align: right;">\$85.25</td> <td></td> </tr> <tr> <td>District Clerk</td> <td style="text-align: right;">29.5</td> <td style="text-align: right;">\$66.25</td> <td></td> </tr> </tbody> </table>	<u>Class</u>	<u>Hours</u>	<u>Wage/Hour</u>		District Manager	235.0	\$85.25		District Clerk	29.5	\$66.25				
<u>Class</u>	<u>Hours</u>	<u>Wage/Hour</u>													
District Manager	235.0	\$85.25													
District Clerk	29.5	\$66.25													
Equipment (\$5,000 or greater per item – itemize)															
Rental Generator for Pump Station		\$ 50,000	\$ 50,000												
Professional and Consultant Services (Engineering Design, Construction Inspection, Geological Testing, Environmental Permitting, Construction Management, Electrical Engineering)	\$ 0	\$ 203,000	\$ 203,000												
Construction (contracted services)	<u>\$250,000</u>	<u>\$ 750,000</u>	<u>\$1,000,000</u>												
TOTAL	\$250,000	\$1,025,000	\$1,275,000												

4. Budget Line Item Flexibility

- 4.1 Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the grant funds including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.
- 4.2 Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the SWRCB. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The SWRCB may also propose adjustments to the budget.

5. Reports.

- 5.1 Grantee shall submit quarterly progress reports to the Grant Manager by the twentieth (20th) of the month following the end of the calendar quarter (March, June, September, and December). The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.
 - 5.1.1 The invoice accompanying the progress report must explain the method used to compute the amount due. Invoices must be itemized based on the categories specified in the Budget. 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).

- 5.2 Grantee shall complete a one (1) page Grant Summary Form within three (3) months of the Agreement execution <http://www.waterboards.ca.gov/funding/docs/grantinfo/grantsum.doc>. A hard copy shall be submitted to the Grant Manager and an electronic copy for posting on the SWRCB website.
 - 5.3 At the completion of this Project, the Grantee shall complete and submit electronically a Natural Resource Projects Inventory (NRPI) Project Survey Form <http://www.ice.ucdavis.edu/nrpi>. A hard copy shall be submitted to the Grant Manager prior to final payment.
 - 5.4 The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications, as may be reasonably required by the SWRCB.
6. Payment of Project Costs. The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.
 7. Audit Disallowances. The Grantee agrees it shall return any audit disallowances to the SWRCB.