

REQUEST FOR PROPOSALS

by the

San Mateo County Resource Conservation District

for the

**Loma Mar Mutual Water Company and Butano State Park
Streamflow Enhancement Projects**

6/16/17

Contracting Entity

The San Mateo County RCD is the contracting entity and project manager. The RCD helps people protect, conserve and restore natural resources through information, education and technical assistance programs. The work of the RCD is accomplished through strong voluntary partnerships with land owners and managers, technical advisors, area jurisdictions, government agencies, advocates and others.

RCDs were established by the state of California to be locally governed special districts that act as focal points for local conservation efforts, using very diverse means to conserve natural resources on public and private lands. Established in 1939, San Mateo County's RCD was the first such district in California. For more information about the RCD visit

www.sanmateorcd.org.

Project Summary

The RCD is searching for an outstanding team of professionals to identify and complete designs for two streamflow restoration projects. These projects will update and reconfigure water supply systems, reduce dry season stream diversions and increase water

use efficiency and storage at two locations in coastal San Mateo County, California. One project is located within the community of Loma Mar on Pescadero Creek (see Loma Mar Project Location Map, page 8) and one in Butano State Park, on Little Butano Creek (see Butano State Park Project Location Map, page 14).

The goals of the Loma Mar Mutual Water Company (LMMWC) project are to: 1) document estimate water loss per year due to leaking pipes and fixtures in the water distribution system, 2) develop designs to reduce chronic water loss from leaking pipes or fixtures, 3) provide estimates of potential water savings from proposed designs, and 4) ensure proposed design changes will improve overall water system reliability and operations.

The goals of the Butano State Park (BSP) project are to: 1) document estimate water loss per year due to leaking pipes and fixtures, 2) develop designs to reduce chronic water loss from leaking pipes and fixtures, 3) provide estimates on potential water savings from proposed designs, 4) develop designs for a winter water storage system to improve water security and reduce or eliminate dry season diversions from the creek, 5) develop and execute a plan to explore a suitable groundwater source to reduce or eliminate diversions from the creek, and 6) ensure proposed design changes will improve overall water system reliability and operations.

As part of this bid package, the RCD invites interested parties to bid on all or some of the tasks as described in Exhibits A and/or B, and C.

Land Owners

Loma Mar Mutual Water Company Component: Loma Mar Mutual Water Company (LMMWC)

Butano State Park Component: California State Parks, Butano State Park (BSP)

Budget and Funding

Funding for designs is provided by the Wildlife Conservation Board, California Streamflow Enhancement Program as authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). The intent of this RFP is to select amongst qualified applicants based on the bid(s) which best meets the needs of the project goals and outcomes described in this document and which will be elaborated on during the pre-bid site visit (see Selection Criteria and Timeline section below).

Bid Process

Bids for the LMMWC and BSP Domestic Water Efficiency Projects in the Pescadero-Butano Watershed will be received by the RCD until **7:00 p.m. on July 13th, 2017** at the following email address: Attn: Naftali Moed Naftali@sanmateorcd.org. **Interested parties may submit bids for one or both projects, and select components of projects (Loma Mar Mutual Water Company and Butano State Park).**

A pre-bid site inspection will be held at both project sites on **Thursday, June 29th, 2017 from 11:00 am. to 2:00 pm.** Attendance at the pre-bid meeting is strongly suggested for all prospective bidders. If planning to attend, confirm with Naftali Moed by email to Naftali@sanmateorcd.org. Meeting location will be at the LMMWC site ([click for directions from Half Moon Bay](#)) and further details will be provided in response to the RSVP.

RFP Timeline

RFP distributed: **06/16/17**

Pre-bid site visit: **06/29/17, 11:00 am. to 2:00 pm**

Bids due: **07/13/17 by 7:00 pm**

Submission Requirements

Submission packages must be thoughtful, clear and well-organized and include the following components:

- Cover letter expressing interest and obligating lead consultant to fulfill proposal commitments and description of project with specific reference to which site(s) the proposal addresses
- Personnel qualifications and areas of expertise (including sub-consultants)
- Scope of work, schedule and budget for each project (see Exhibits A and B for project descriptions and Exhibit C for a guide on the tasks, deliverables and schedule)
- References (at least 3), contact information and examples of similar projects
- Project budget, including team member fees (broken down by task, team member and subcontractors)

Selection Criteria

The RCD will consider the following when reviewing bids:

1. Cost effectiveness
2. Qualifications and relevant experience

The RCD is not required to accept any bid and reserves the right to reject all bids.

LMMWC Project Coordinator:

Jarrad Fisher, Conservation Project Coordinator

jarrad@sanmateoRCD.org / (650) 712-7765 x 114

BSP Project Coordinator:

Naftali Moed, Conservation Project Coordinator

naftali@snmateorcd.org / (650) 712-7765 x 120

Drought Relief Program Manager:

Joe Issel, Natural Resource Specialist

joe@sanmateoRCD.org / (650) 712-7765 x 106

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- Exhibit A: PROJECT DESCRIPTION, Loma Mar Mutual Water Company Streamflow Enhancement, Pescadero Creek
- Exhibit B: PROJECT DESCRIPTION, Butano State Park Streamflow Enhancement Project, Pescadero Creek
- Exhibit C: Scope of Work Guide
- Exhibit C: Contract Template

Published by:

San Mateo County RCD
625 Miramontes Street, Ste 103
Half Moon Bay, CA 94019
(650) 712-7765

Exhibit A

PROJECT DESCRIPTION

Loma Mar Mutual Water Company Streamflow Enhancement Project Pescadero Creek

Project Summary

This project will improve water use efficiency and reduce the need for water diversion during the dry season for the community of Loma Mar, located in the upper Pescadero Creek Watershed (Loma Mar Project Location Map, page 9). The goal of the project is to improve instream flow conditions for sensitive species, such as coho and steelhead, by assessing and designing improvements to the water distribution systems within the Loma Mar Mutual Water Company (LMMWC) service area (Loma Mar Distribution System Overview, page 10).

The community of Loma Mar is located approximately 24 miles south of Half Moon Bay and 6 miles east of the town of Pescadero within the Pescadero-Butano watershed. The project will take place throughout sections of the community. The geographic coordinates of Loma Mar are 37°16'16"N 122°18'27"W.

The property is owned by LMMWC. The APN for Loma Mar Mutual Water Company is 084-023-300.

Project Background

In 2015, The RCD was approached by the LMMWC regarding persistent leaks and catastrophic breaks in their aging water distribution system. As a result of these conversation, a need was identified to assess the existing water distribution system and develop designs for needed system repairs and upgrades. The RCD applied to the Wildlife Conservation Board for funding through the California Streamflow Enhancement Program as authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Funds were awarded and received in September 2016.

Project Description

This project focuses on assessing pipelines for leaks and developing designs to replace the outdated infrastructure. This project will enhance instream flow reducing water leaks and reducing the overall amount of water diverted from Pescadero Creek to meet LMMWC customer demands. Currently LMMWC supplies water to 36 hookups via a series of

pipelines from the treatment plant that total approximately 1.2 miles in overall length. These pipelines are outdated, consisting in some sections of original piping from the 1930s.

The goals of the LMMWC project are to: 1) document estimated water loss per year due to leaking pipes and fixtures in the water distribution system, 2) develop designs to reduce chronic water loss from leaking pipes or fixtures, 3) provide estimates of potential water savings from proposed designs, and 4) ensure proposed design changes will improve overall water system reliability and operations.

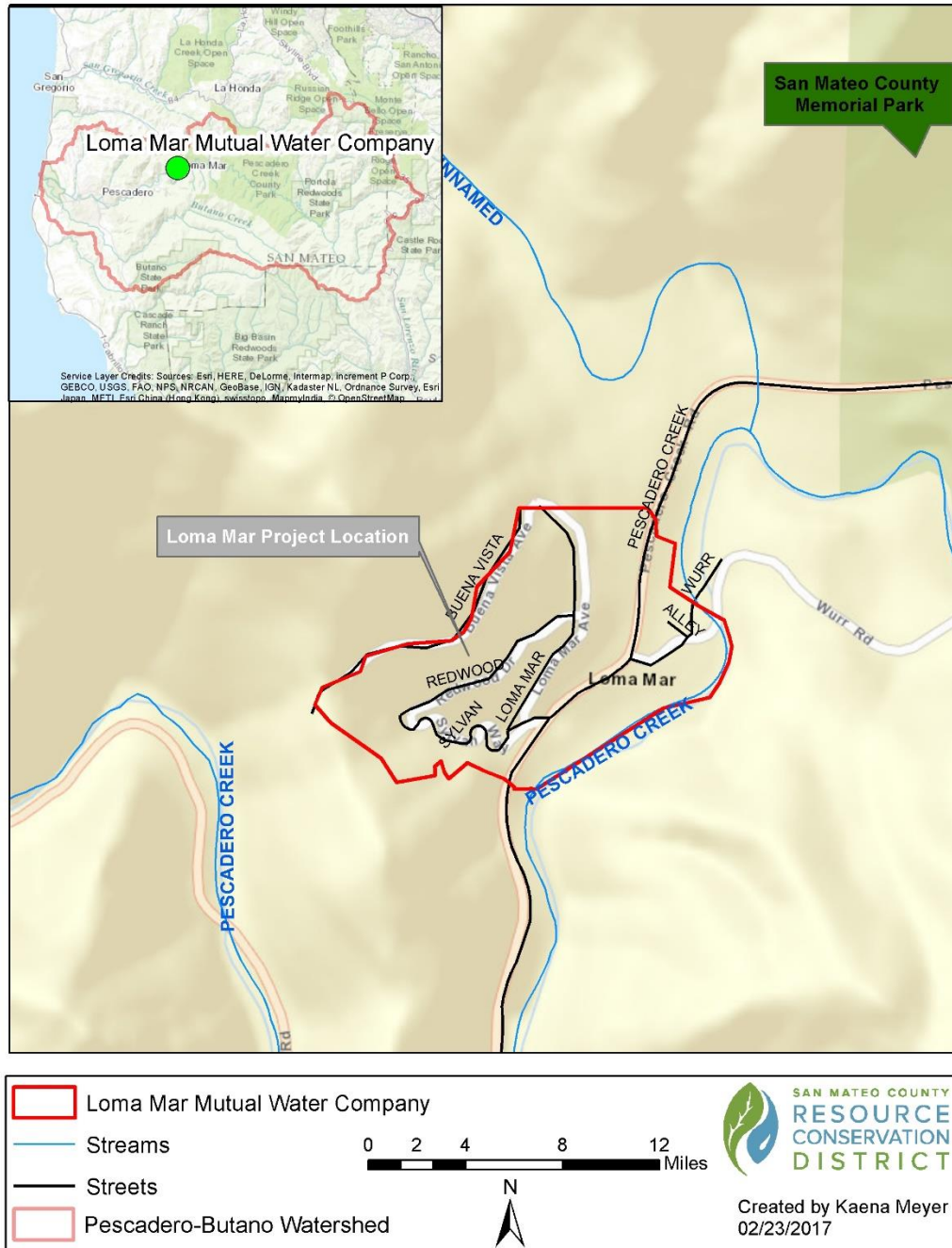
Existing Loma Mar Water Tanks

Note: The existing tanks will likely be replaced during the summer of 2017 with four 4,995 gallon tanks.





LMMWC Water Storage and Efficiency Project



LMMWC Distribution Schematic



- Treatment Plant
- Storage Tank
- Loma Mar Mutual Water Company
- Streets
- Streams
- Treated Water Return to Plant or Distribution
- Treated Water Direct to Storage
- Treated Water Distribution

1:3,316

0 0.05 0.1 0.2 Miles



Created by Kaena Meyer
02/23/2017

Exhibit B

PROJECT DESCRIPTION

Butano State Park Streamflow Enhancement Project Pescadero Creek

Project Summary

This project will improve water use efficiency and reduce the need for dry season stream diversions for Butano State Park (BSP), located on Little Butano Creek in the upper Butano Creek Watershed of Coastal San Mateo County, California (Butano State Park Project Location Map, page 16). The project goal is to improve instream flow conditions for sensitive species, such as coho and steelhead, by assessing and designing improvements to the existing water distribution and storage systems within the park (Butano State Park Distribution System Overview, page 17).

BSP is located approximately 5 miles southeast of Pescadero and 25 miles south of Half Moon Bay. The park borders Butano Creek and encompasses 4,728 acres of coastal land. The park, established in 1956, features 21 drive-in campsites and 18 walk-in campsites and is bordered by Cloverdale Ranch Road and Gazos Creek Road. The geographic coordinates of the park are 37°12'51.57"N, 122°18'37.77"W. The RCD has worked extensively with California State Parks on various projects that address habitat enhancement.

The property is owned by California State Parks. The APN for Butano State Park is 089-08-0010.

Project Background

The BPS Water Storage and Efficiency Project began in June 2016 when the need was identified by California State Parks and RCD staff to address water storage, outdated water utilities, and degraded pipeline infrastructure within Butano State Park. The RCD applied to the Wildlife Conservation Board for funding through the California Streamflow Enhancement Program as authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Funds were awarded and received in September 2016.

Project Description

This project will protect streamflow through water conservation, facilities upgrades, and water storage improvements. This project will aim to improve the water distribution and storage system within the park by updating old infrastructure and replacing it with new pipe lines and water saving utilities. The water storage facilities will also be addressed by assessing water supply and demand, locating a suitable site for water storage structures, and accounting for water treatment needs. A design for a water storage system will be prepared to meet the demands of the park and allow for a limited forbearance of summer diversions in exchange for storing

equivalent amounts of water withdrawn during the winter. This new system would allow for the park to have a secure water storage facility which can store winter water and avoid diverting from Little Butano creek when stream flows are critically low. The water holding improvements on this site would upgrade the existing storage capacity to hold 500,000 – 1,000,000 gallons of water and assess an estimated 1-2 miles of 2” mainline and 1-2 miles of 1” pipelines. Water fixtures such as sinks, toilets, and faucets will also be assessed through water audits. Two potential sites have been identified by State Parks staff and the RCD for the water storage tank location (see site photos below). Ground water exploration will also be done as part of the water availability assessment to see if ground water can supplement filling the tanks during critical portions of the year.

The goals of the BPS project are to: 1) document estimate water loss per year due to leaking pipes and fixtures, 2) develop designs to reduce chronic water loss from leaking pipes and fixtures, 3) provide estimates on potential water savings from proposed designs, 4) develop designs for a winter water storage system to improve water security and reduce or eliminate dry season diversions from the creek, 5) develop and execute a plan to explore for a suitable groundwater source to reduce or eliminate diversions from the creek, and 6) ensure proposed design changes will improve overall water system reliability and operations.

Butano State Park Ground Water Exploration Component:

The RCD and State Parks have identified the need to explore ground water as an option for supplemental or replacement water supply for the water storage system at BSP. Qualified firms are invited to bid on this component as a separate item.

Butano State Park Potential Tank Location Site 1

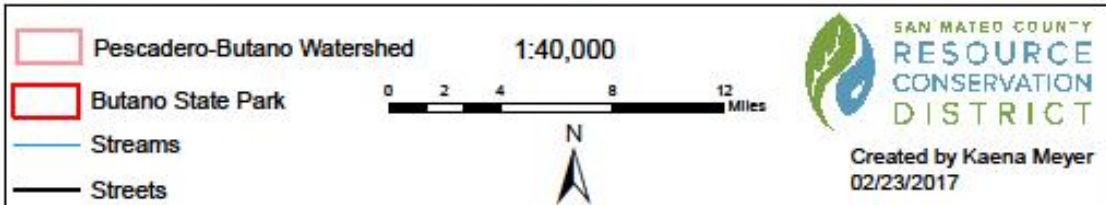
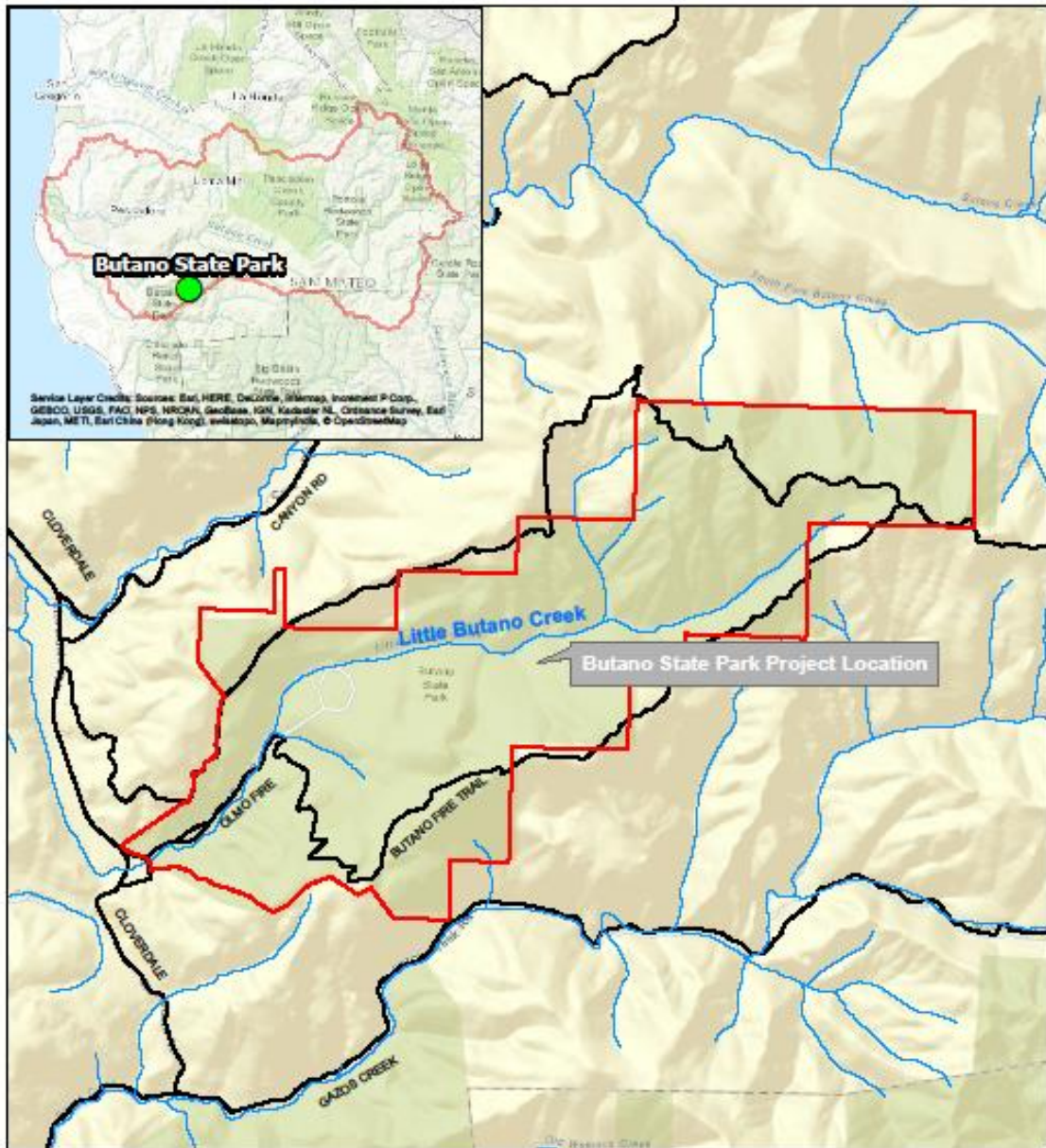


Butano State Park Potential Tank Location Site 2

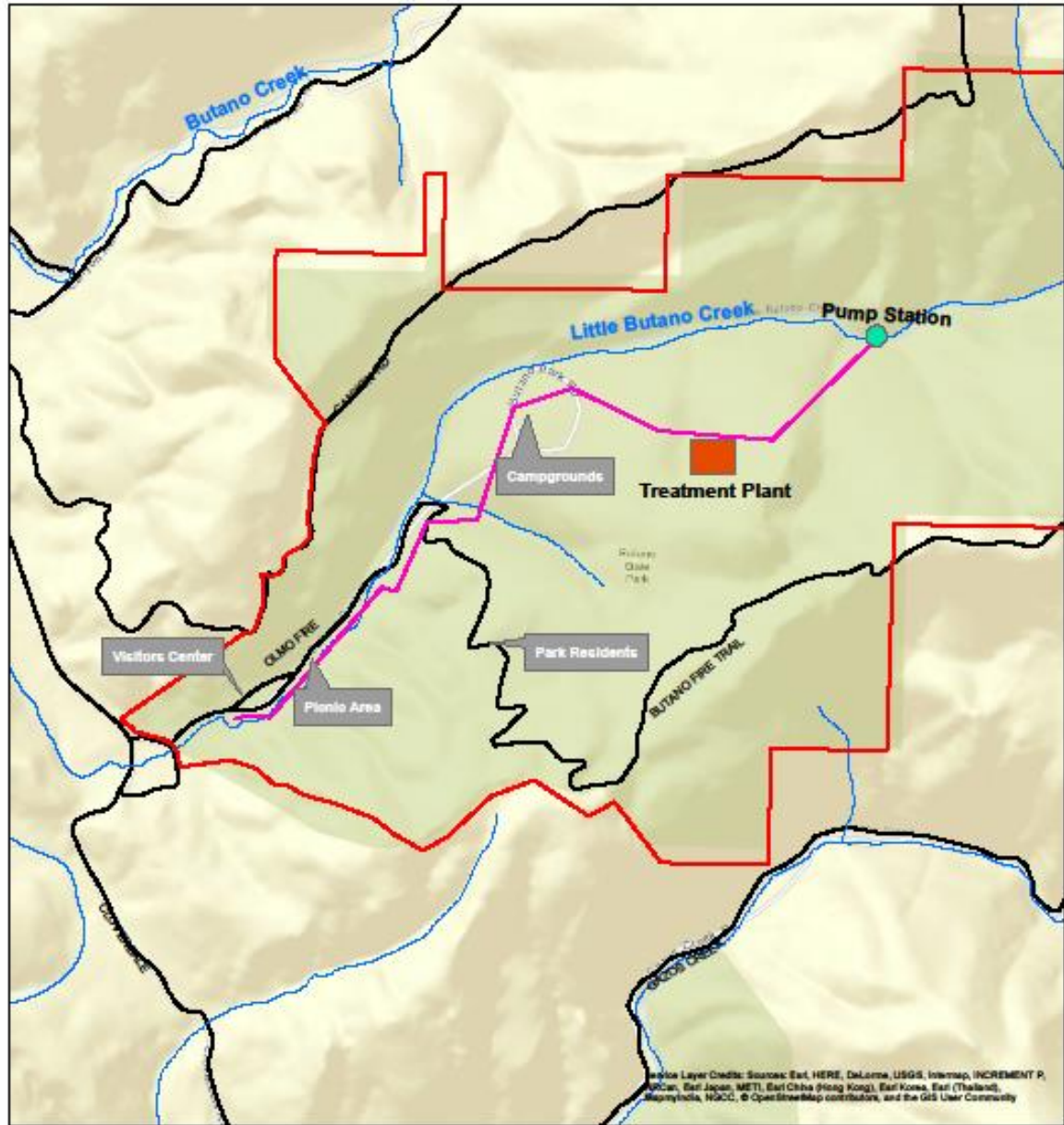




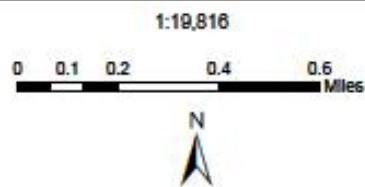
Butano State Park Streamflow Improvement Project



Butano State Park Approximate Schematics



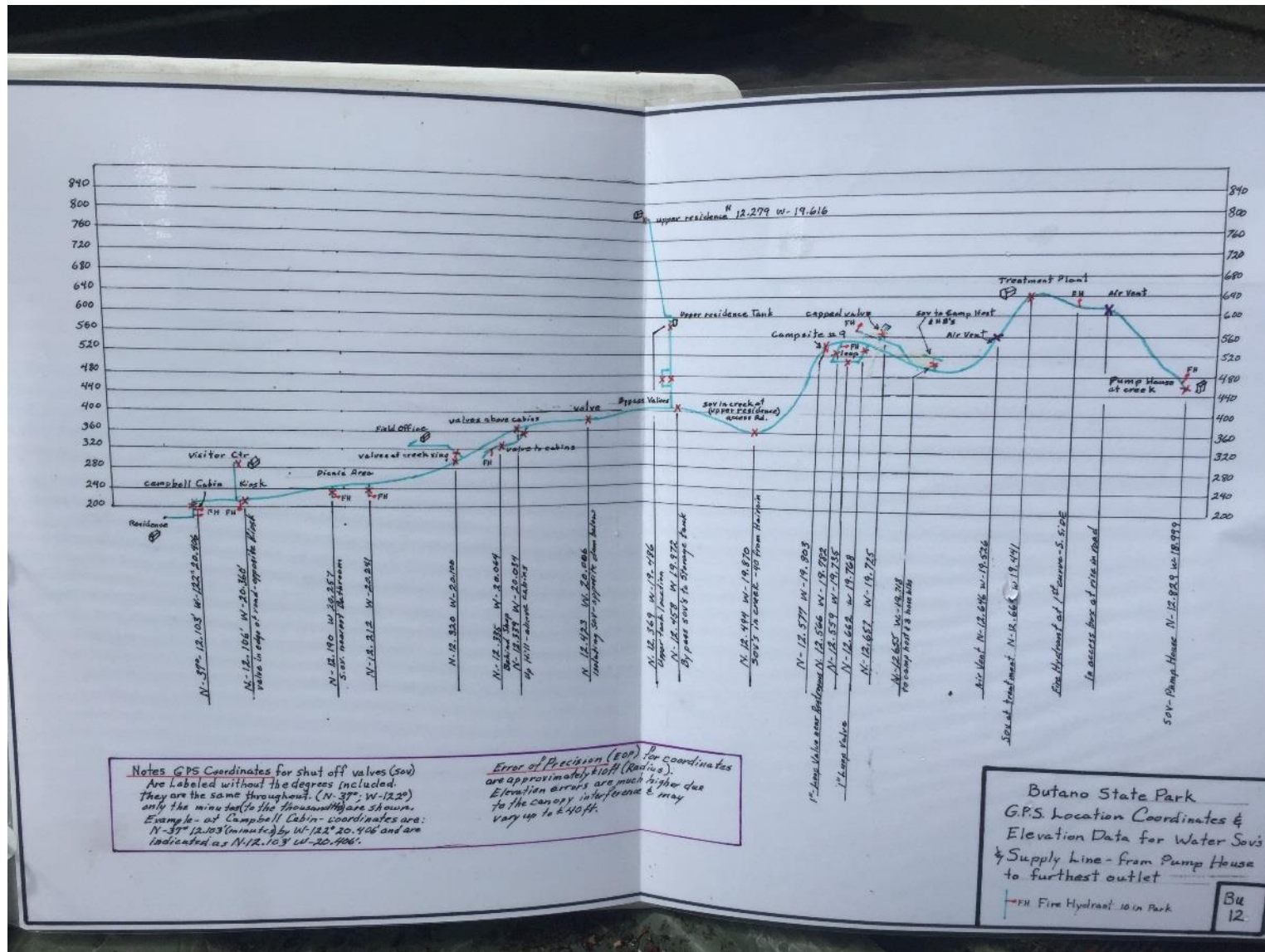
- Butano State Park
- Streams
- Streets
- Treated Water Distribution
- Pump Station
- Treatment Plant

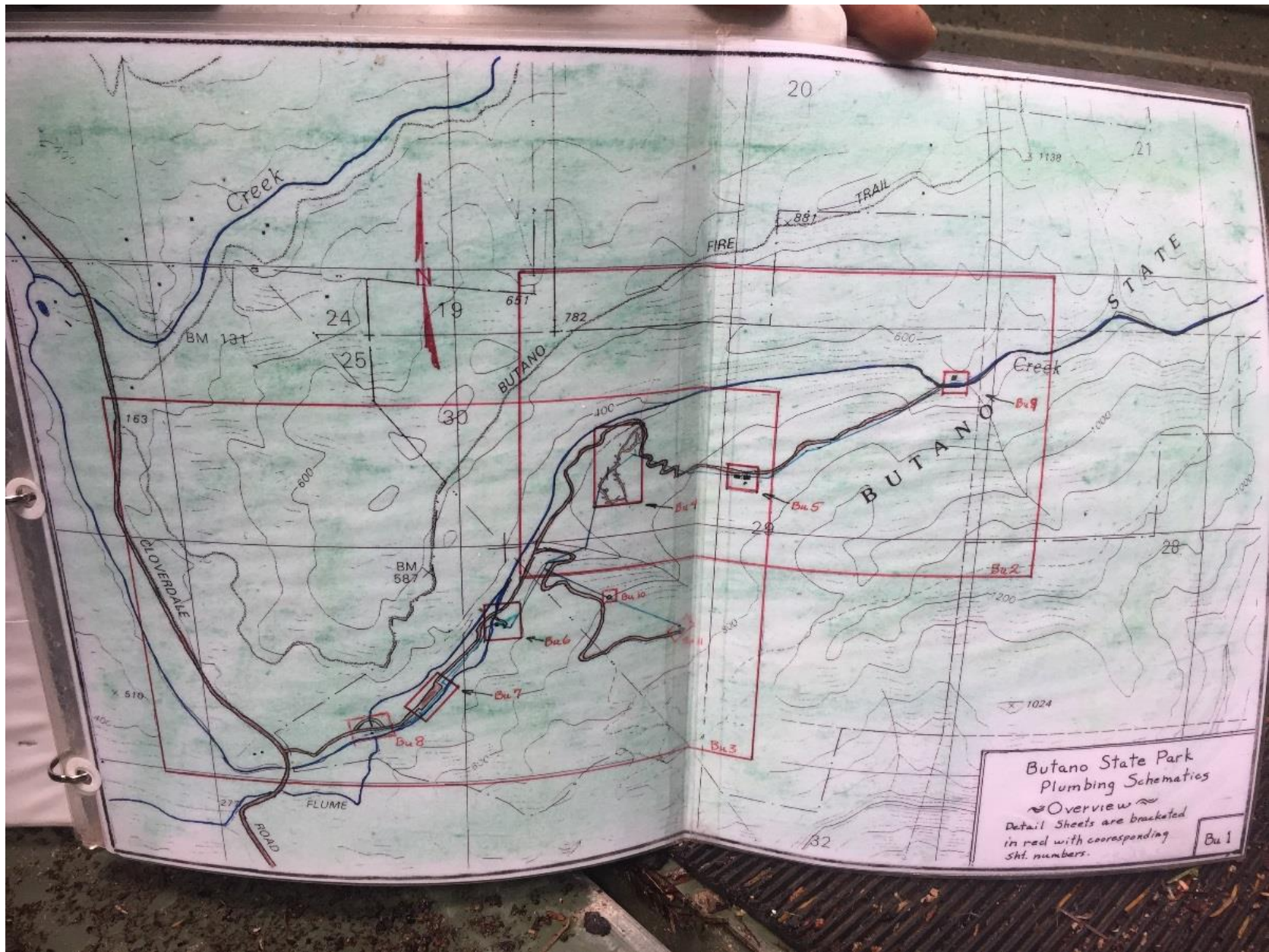


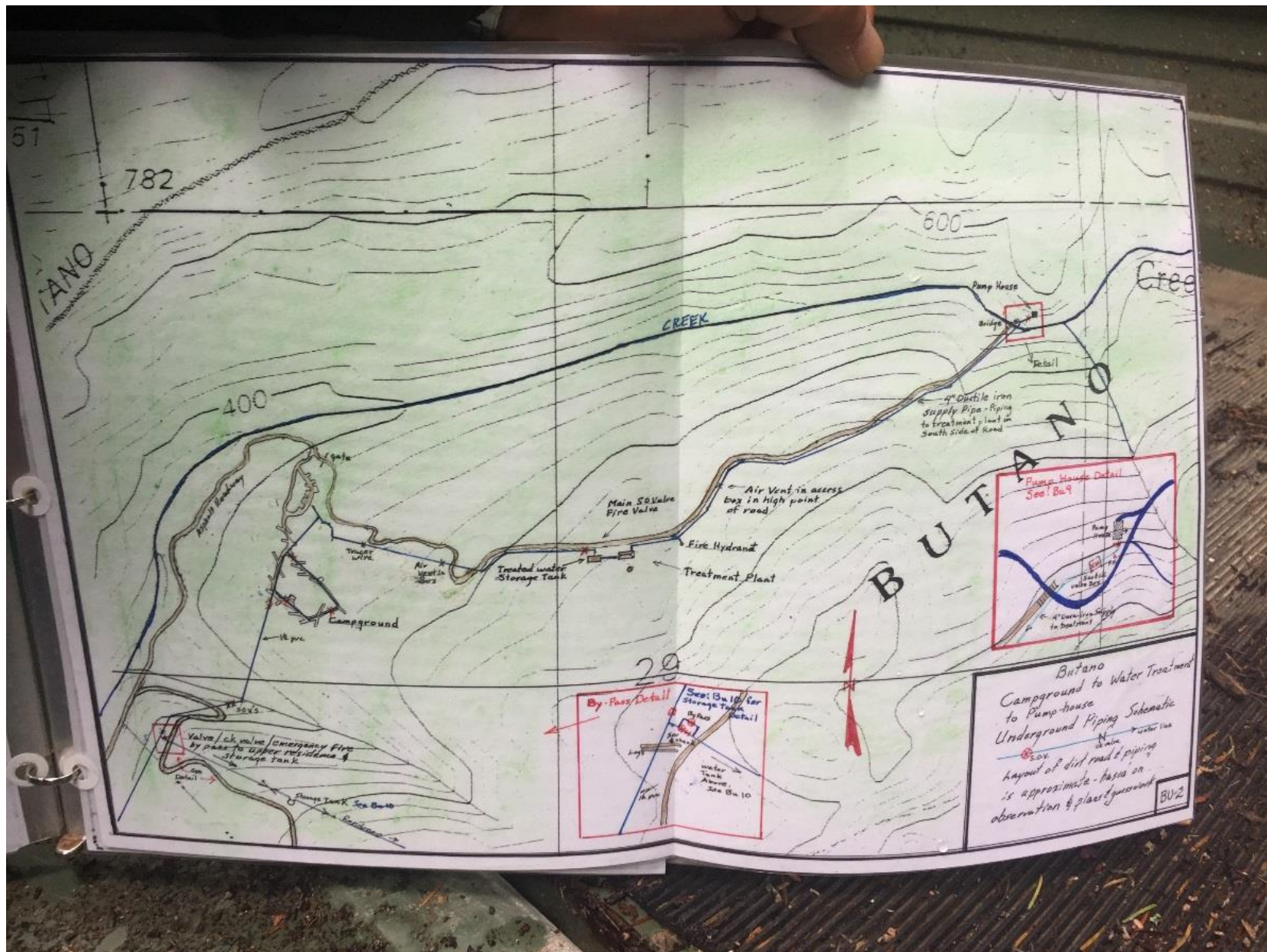
SAN MATEO COUNTY
**RESOURCE
CONSERVATION
DISTRICT**

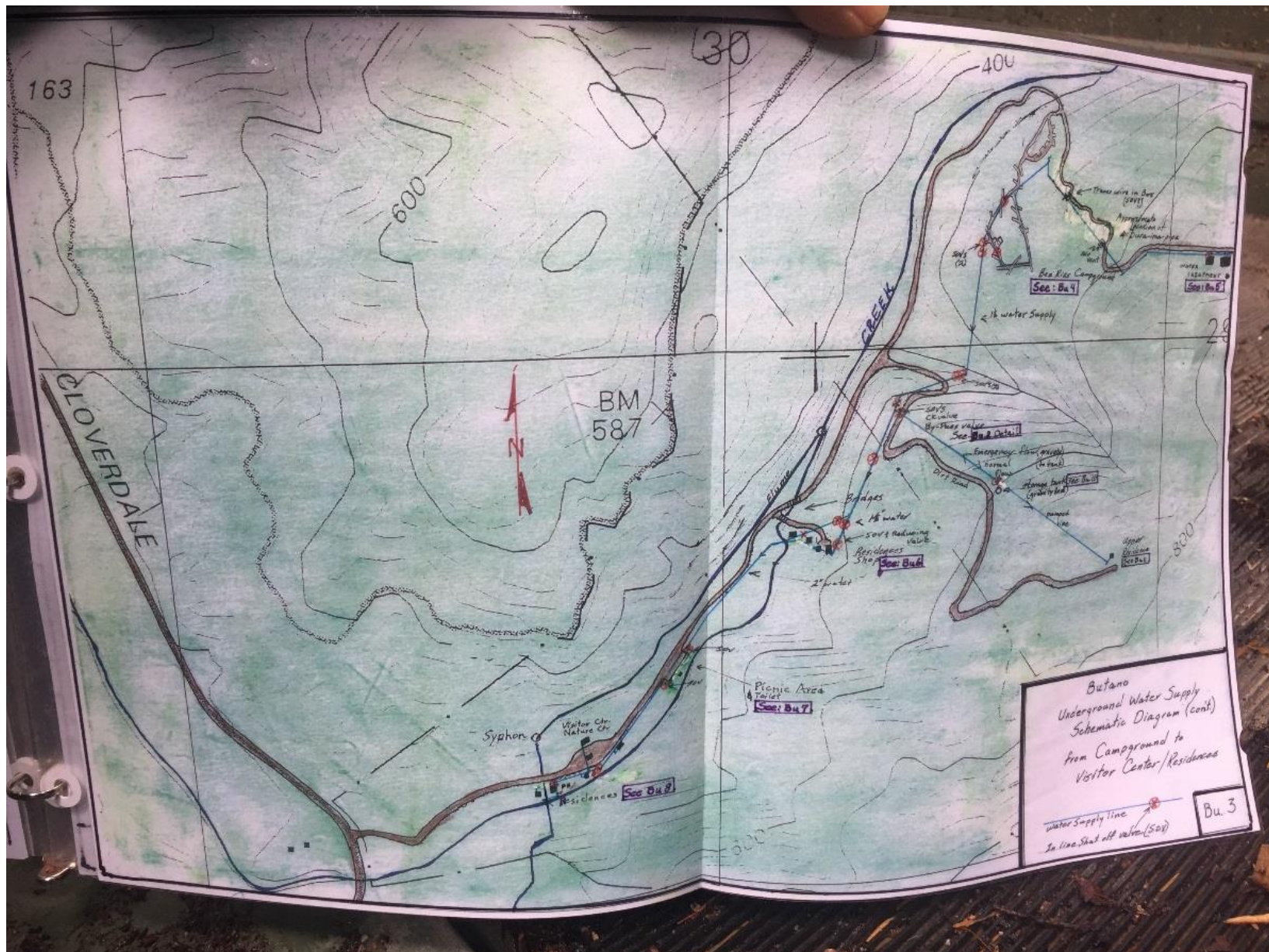
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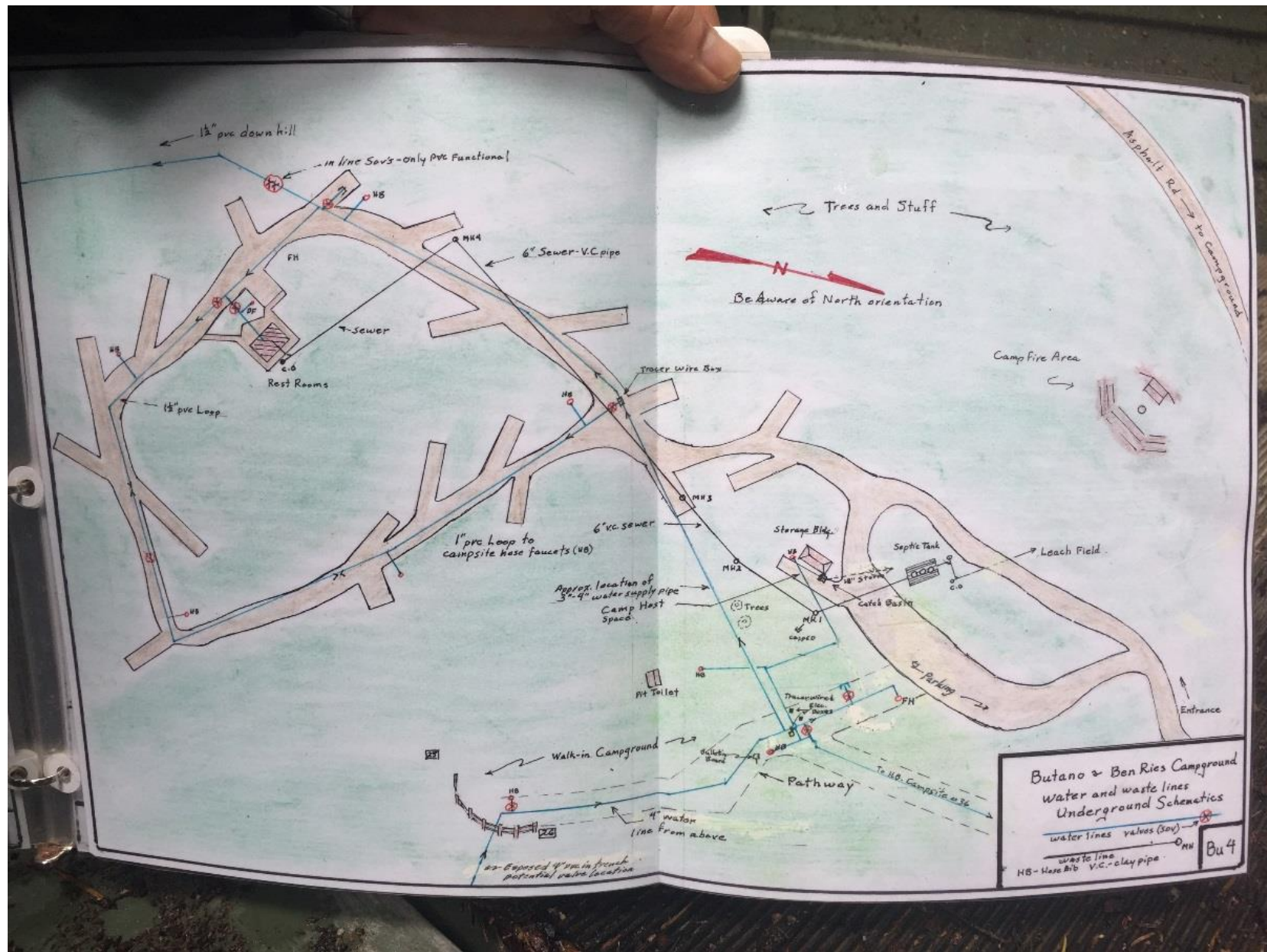
Butano State Park Pipeline Infrastructure

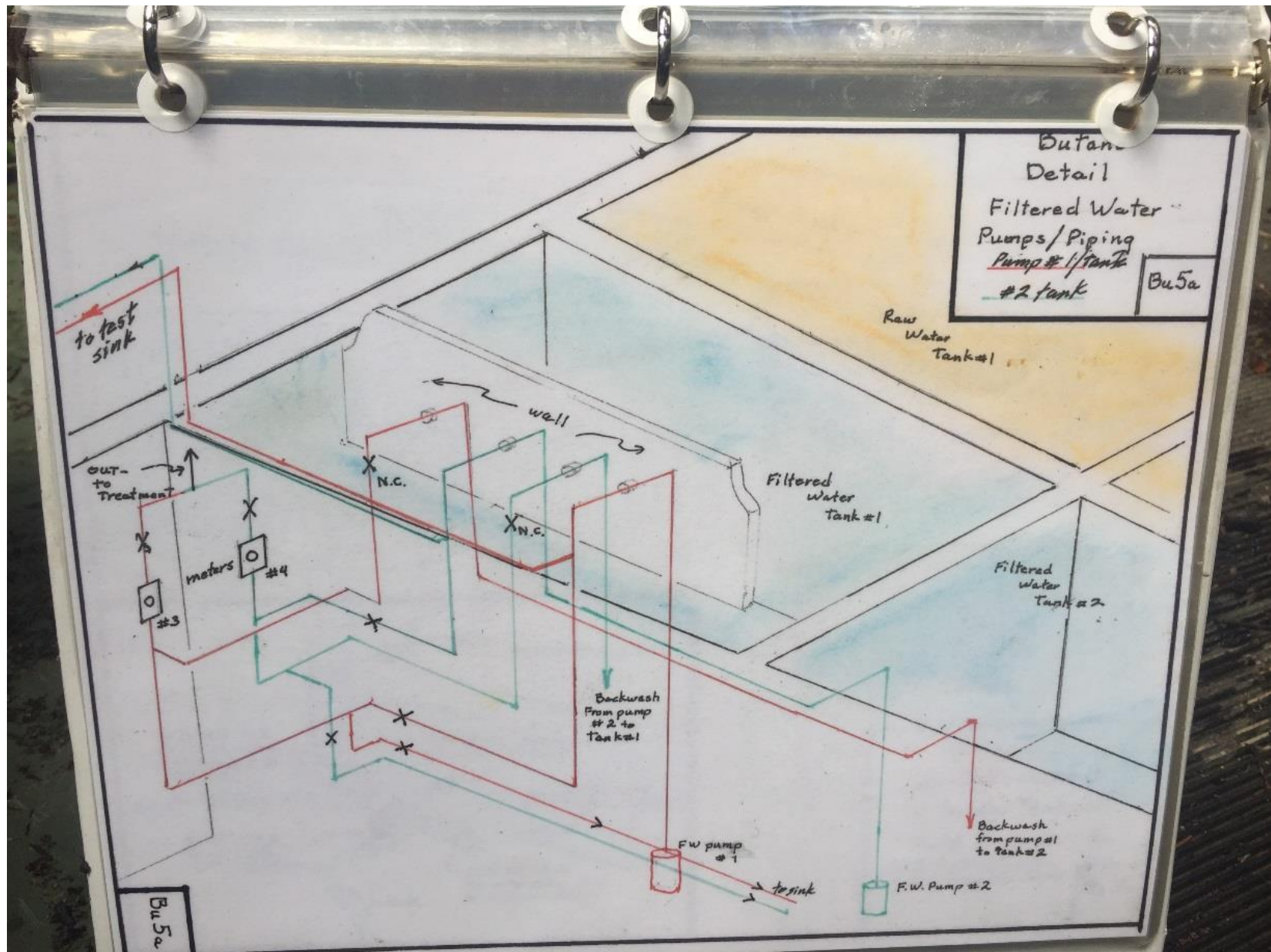


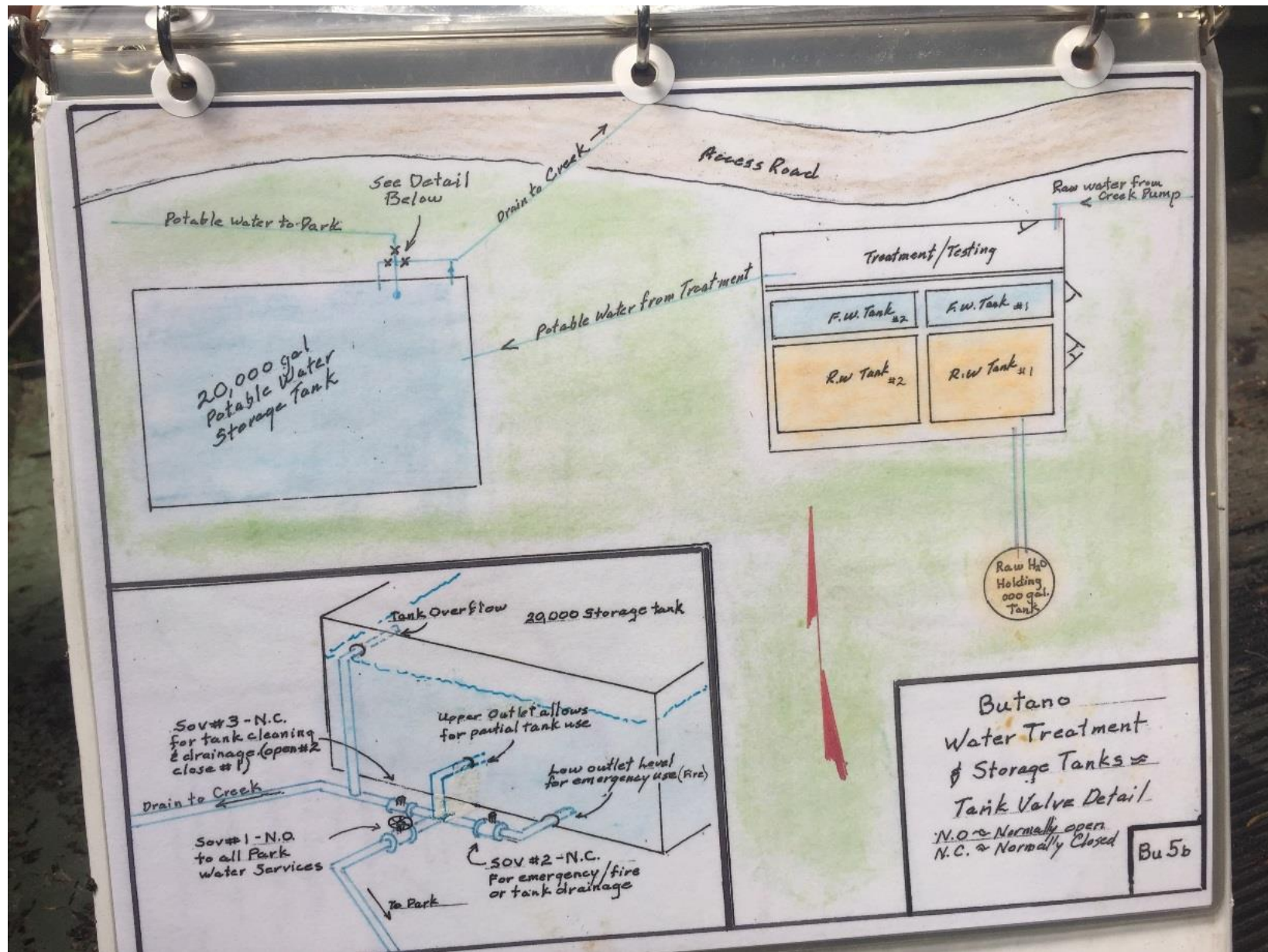


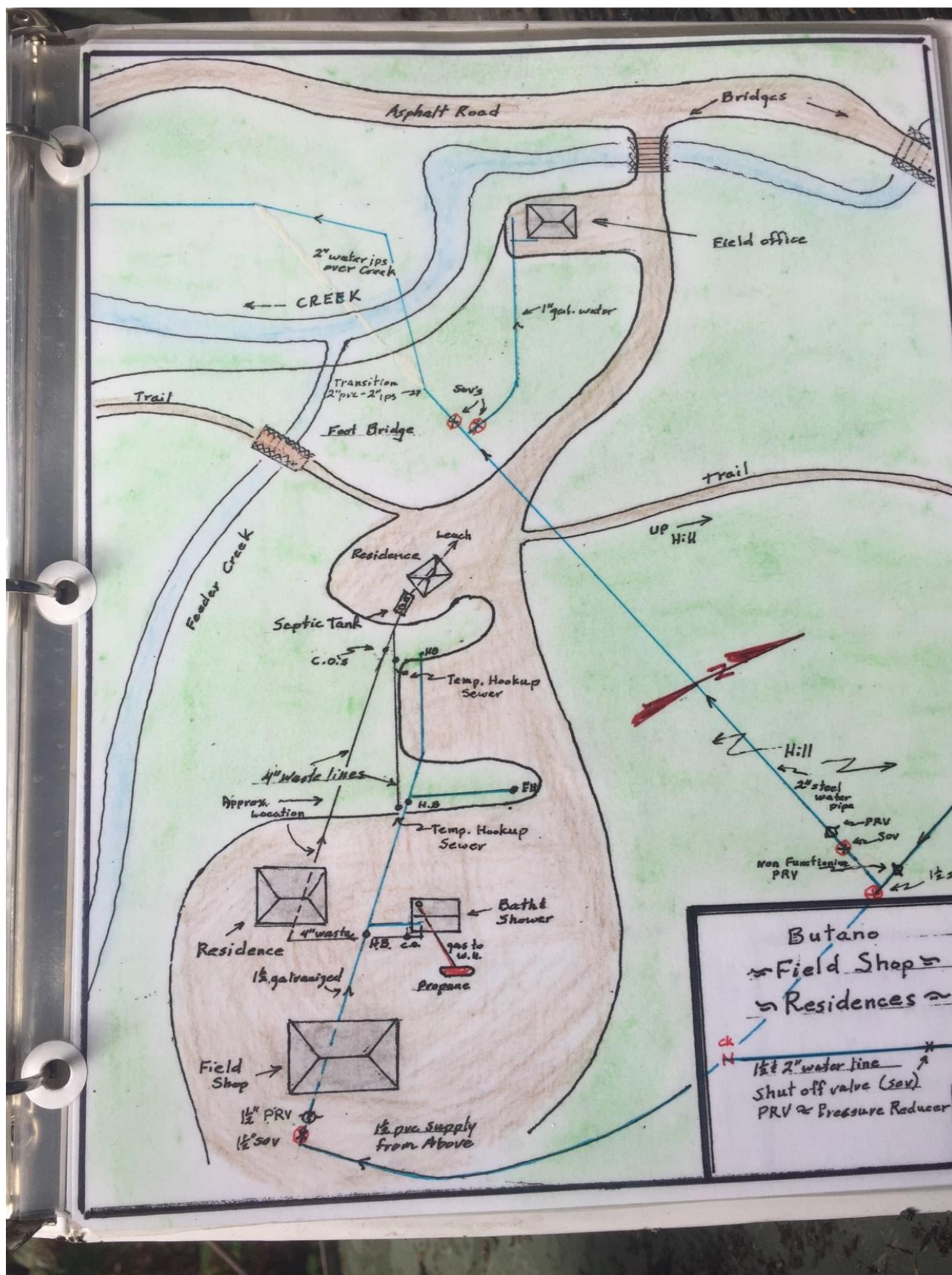


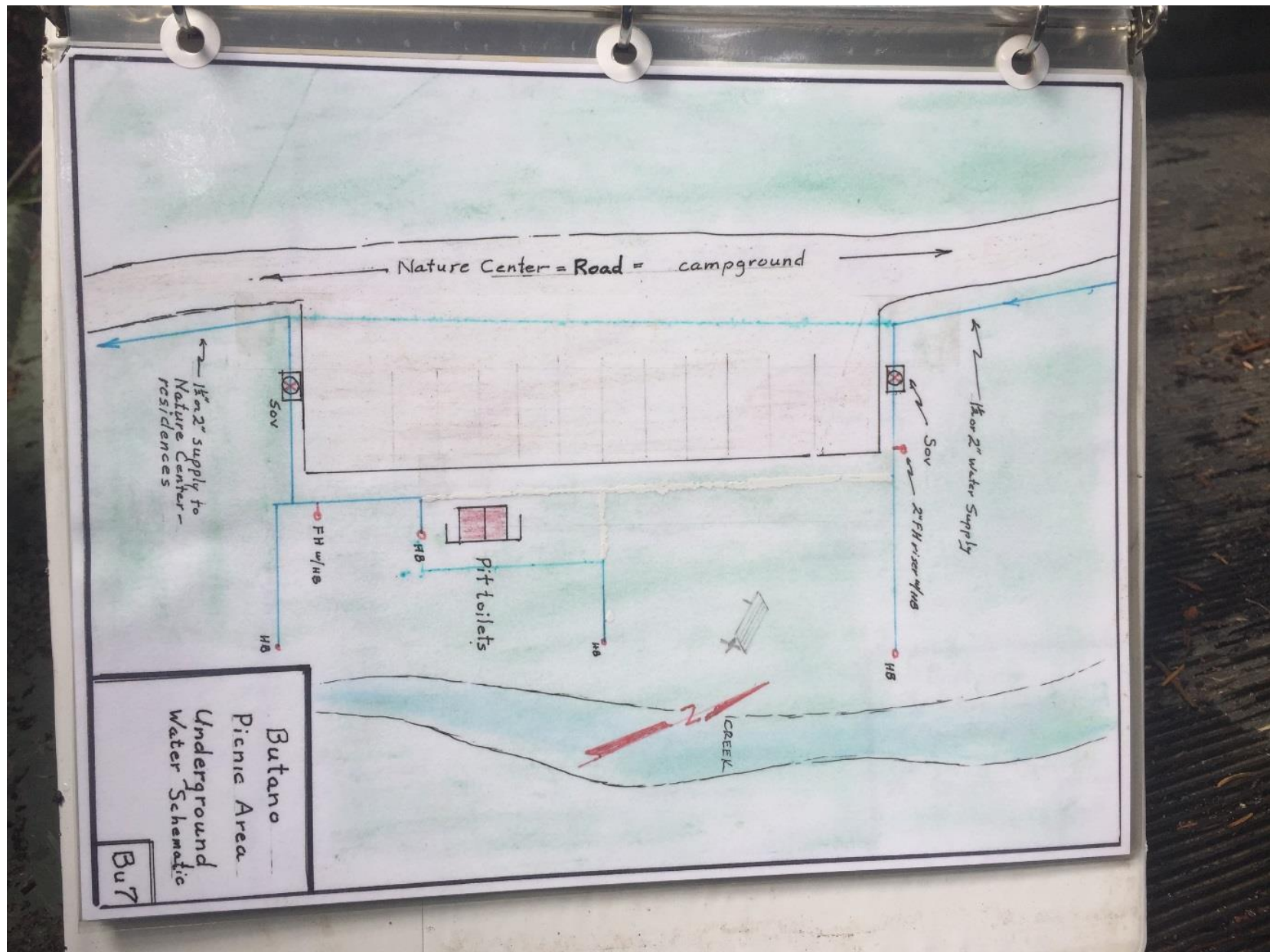


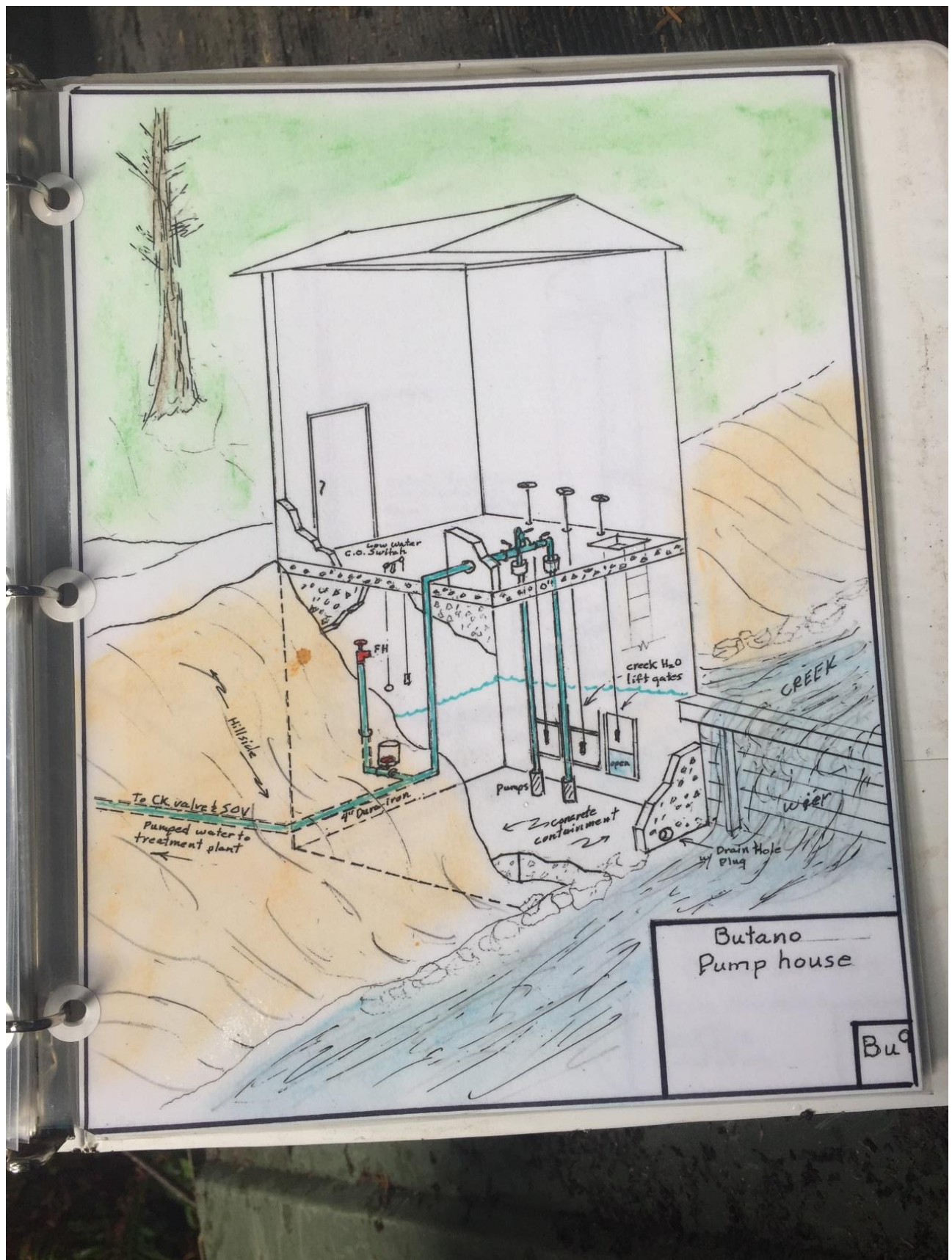


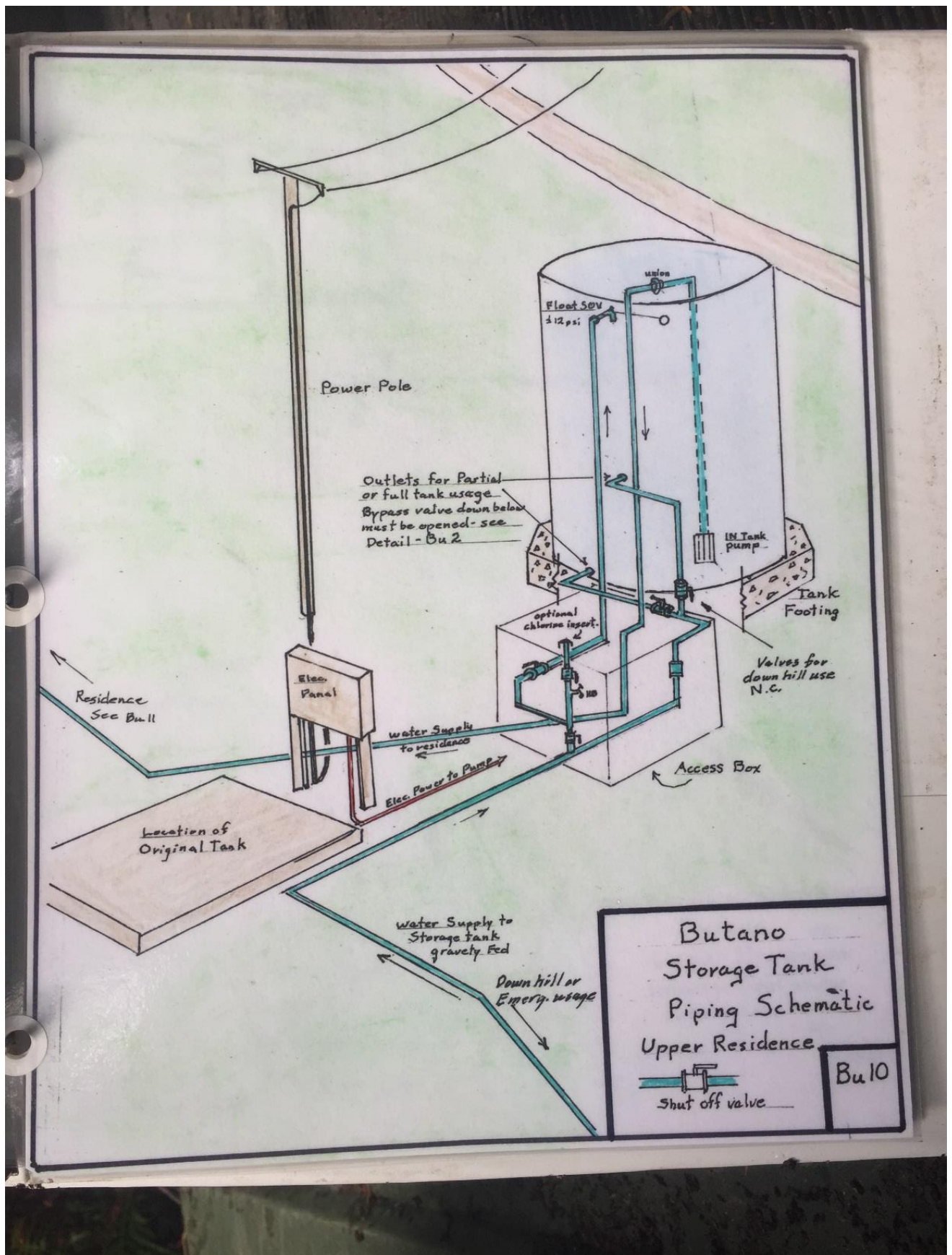












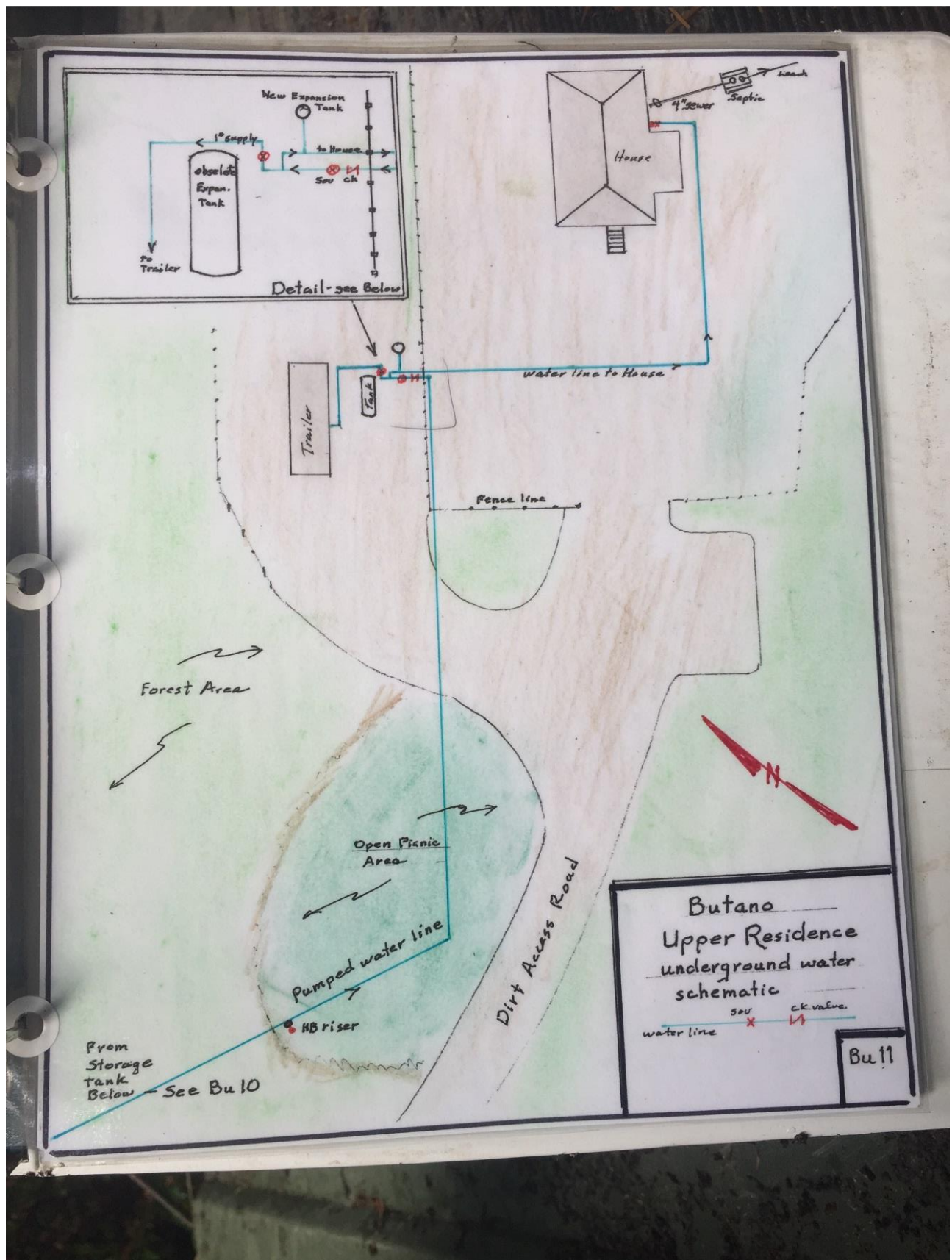


Exhibit C
Scope of Work Guide

Abbreviations:

D/P Coordinator- Design and Permit Coordinator

RCD -San Mateo County Resource Conservation District

TASKS:

Task 1- Data Collection and Conceptual Designs

Perform data gap analysis. The following sources of data will be provided by the RCD:

- i. Records of water treatment and distribution volumes (to the extent feasible)
 - ii. Water distribution system schematics (as shown above)
 - iii. Records of water line repairs and trouble spots (to the extent feasible)
-
- a) Solidify project goals and objectives with RCD and landowners
 - b) Data Collection
 - c) Develop Existing Water System Assessment Report
 - d) Develop necessary number of design alternatives
 - e) Attend site visit with RCD and landowners to discuss alternatives and determine a preferred alternative
 - f) Prepare a preliminary design assessment, which outlines potential water savings, identifies the project alternatives considered, preferred alternative, potential construction methods, site access information, materials, general layout and size specifications and rough cost estimate.

Schedule:

Anticipated Start Date: July 2017

Anticipated Completion Date: November 2017

Deliverables:

Water system assessment report, concept designs, memos regarding data collection and findings (i.e. survey data and analysis results), operations opportunities, engineers cost estimate.

Task 2 - Prepare designs to 65% completion

- a) Once the SMRCD and landowner agree on a concept design to move forward, prepare designs to 65% completion
- b) Submit 65% complete designs and any associated materials to D/P Coordinator for review. D/P Coordinator will be responsible for circulating materials to stakeholders.

Expect a 2-week turnaround time for 65% design review.

c) Feedback from the project leads and stakeholders will be provided for incorporation into project design.

Schedule:

Anticipated Start Date: November 2017 Anticipated Completion Date: January 2017

Deliverables:

65% complete designs and associated materials

Infrastructure and Site Details

- Survey of Site topography
- Utility infrastructure maps
- Hydrology analysis and calculations of systems
- Geotechnical Report

Site Plan

- Project location, including property lines and assessor parcel numbers
- Location of relevant structures, streams, and roads
- Location of easements or other restrictions in project area

Design Details

- Design report (summarizes project) including alternatives considered
- Design computations
- Grading quantities and material
- Soil disposal site information
- Structural details, incl. calculations
- Limits of disturbance, including disposal sites for material and staging area (if applicable)
- Preliminary material and cost estimate
- Revegetation plan
- Construction inspection plan
- Maintenance Schedule
- Type and size of equipment to be used
- Estimated construction schedule/timeline

Task 3- Prepare designs and engineering specifications to 100% completion

a) Based on feedback on the 65% designs, prepare project design plans, specifications, and cost estimates to 100% completion.

Schedule:

Anticipated Start Date: January 2017 Anticipated Completion Date: February 2017

Deliverables:

100% complete designs (including re-veg and soil disposal, if applicable), specifications, and cost estimate.

Task 4 - Provide additional information as necessary throughout to develop a grant proposal that the RCD will write to secure implementation funding and for the RCD and project partners to develop permit applications to be submitted at a later date.

a) If requested by permitting agencies and D/P Coordinator, provide additional information so that permits or implementation funding may be issued. This may be bid on a time and materials basis.

Schedule:

Anticipated Start Date: January 2017

Anticipated Completion Date: April 2018

Deliverables:

Provide additional information requested by the SMCRCDC and permitting agencies as necessary.

***Task 5: Butano State Park Ground Water Exploration**

- a) Explore ground water feasibility study to determine:
- a. Anticipated water supply from groundwater source(s)
 - b. Connection of groundwater source to streamflows
 - c. Cost estimate for well installation and hook up to water system

Schedule:

Anticipated Start Date: August 2017

Anticipated Completion Date: January 2017

Deliverables:

Ground water availability estimates, cost estimates, creek impacts breakdown.

Task 6: Travel and direct expenses

Travel and direct expenses such as copies, mailings, graphics, etc., may be reimbursed with appropriate receipts and documentation. The Conservancy cannot reimburse for food purchased for meetings. Mileage will be reimbursed at the state rate of \$0.535/mile with backup documentation indicating number of miles and purpose of trip.

Deliverables:

Receipts and supporting documentation

*Task only needed for Butano State Park Project

**SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH
NAME OF CONTRACTOR**

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2017 is by and between the **SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT**, a subdivision of the State of California, hereinafter referred to as "RCD," and **CONTRACTOR NAME**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the RCD received funding from the Wildlife Conservation Board (WC-1560MM) for the Domestic and Agricultural Water Efficiency Design Program; and

WHEREAS, RCD desires to use the professional services of CONTRACTOR; and

WHEREAS, CONTRACTOR has the professional and administrative ability to implement such services; and

WHEREAS, RCD and CONTRACTOR desire to set forth in writing the obligations and responsibilities of each party relating to the services;

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, the parties agree as follows:

1. Scope of Services

- a. CONTRACTOR will, in accordance with the terms of this Agreement, perform the services set forth in Exhibit A, **CONTRACTOR NAME – Scope of Work**, hereinafter referred to as "PROJECT", which is attached hereto and incorporated herein by reference.
- b. This Agreement is limited both in scope and duration, as herein specified.

2. Term of Agreement. The term of this Agreement shall commence on _____ and terminate on _____, but shall not become effective until executed by the parties.

3. Performance Responsibilities. Contractor shall complete the herein described services by no later than _____ unless a later date is agreed upon by the parties in writing. Time is and shall be of the essence in the performance of the specified services by CONTRACTOR.

4. Compensation.

- a. RCD agrees to pay CONTRACTOR an amount not to exceed **amount as text**, (\$**xxxxx.xx**) for the successful and timely completion of the specified services.
- b. In the event that the funding on which the above described contract services relies is materially reduced or made unavailable, despite the parties understandings and

expectations that no such disruptions will occur, this Agreement will terminate immediately upon notice of such funding disruption by RCD to CONTRACTOR.

- 5. Billing and Payment Procedure.** CONTRACTOR will submit requests for payment along with documentation acceptable to the RCD no more frequently than monthly and no less frequently than quarterly. RCD will issue payment to CONTRACTOR within 30 days of payment to the RCD by the project funder.
- 6. Cooperation.** RCD and CONTRACTOR agree to cooperate in any way and every way or manner on the PROJECT. RCD will immediately transmit to CONTRACTOR any new information which becomes available or any change in plans. CONTRACTOR will likewise bring any new information, issues or concerns to the RCD's attention as soon as practicable.
- 7. Assignment.** Without the written consent of RCD, this Agreement is not assignable by CONTRACTOR in whole or in part.
- 8. Conflict of Interest.** The CONTRACTOR shall comply with all applicable State laws and rules pertaining to conflicts of interest, including but not limited to, Government Code Section 1090 and Public Contract Code 10410 and 10411.
- 9. Applicable Laws.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with all applicable state and federal laws, regulations, policies, procedures, and standards.
- 10. Standard Conditions.** All work performed on behalf of the RCD, as set forth in this Agreement shall be performed in accordance with the Standard Conditions (Exhibit C) of the funding agency and the funding agreement (Exhibit D).
- 11. Wages.** All work implemented by the RCD, a public agency, is considered a public work or public improvement project. As public projects, they are subject to prevailing wage and other requirements included in California Labor Code §1720 -1861. Contractors, and any subcontractor under them, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract. Prevailing wage determinations can be found at Department of Industrial Relations website.
- 12. No Benefit To Arise For Local Employees.** Except as provided by State law, no member, officer, or employee of RCD or its designees or agents, and no public official who exercises authority over or has responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.
- 13. Independent Contractor Status.** The CONTRACTOR, and the officers, the agents and employees of the CONTRACTOR, in the performance of the Agreement, shall act in an

independent capacity and not as officers, employees or agents of the RCD. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship.

14. Standard of Professionalism. CONTRACTOR shall conduct all work consistent with professional standards for the industry and type of work being performed under this Agreement.

15. Ownership of Materials. Except as otherwise expressly stated in Exhibit A, all materials and work products, including data collected for the Work produced as a result of this Agreement are the property of the RCD. Any final products distributed or produced will acknowledge the CONTRACTOR, RCD, and other Funding Agencies as reasonably requested by the RCD. The RCD shall be entitled to use and publish the work product and deliverables under this Agreement.

16. Indemnification. To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend, at CONTRACTOR's expense and with counsel acceptable to DISTRICT, indemnify, and save and hold harmless DISTRICT and all of its officers, directors, employees and agents, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever arising out of the performance or nonperformance of the CONTRACTOR's work, including without limitation, all expenses of litigation and/or arbitration, court costs, and attorneys' fees, arising on account of or in connection with injuries to or the death of any person whomsoever, or any and all damages to property, regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, the work performed by or for the CONTRACTOR under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the CONTRACTOR or any of its employees, agents, representatives and or suppliers.

17. Insurance. CONTRACTOR shall obtain and maintain for the duration of this Agreement, comprehensive general liability insurance and/or other insurance necessary to protect the parties hereto, and shall provide RCD with evidence thereof. CONTRACTOR shall have RCD named as an additional insured on its insurance policy, which shall have minimum coverage limits as specified on Exhibit B hereto, as is incorporated herein by reference. CONTRACTOR's above described insurance shall serve as the primary insurance coverage for any claim arising from or relating to the services to be performed hereunder.

18. Non-discrimination. CONTRACTOR will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status or physical or mental handicap.

19. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail. Notice shall be deemed to be effective two (2) days after mailing to the following addresses:

To RCD: Kellyx Nelson, Executive Director
San Mateo County Resource Conservation District
625 Miramontes Street, Suite 103
Half Moon Bay, CA 94019

To CONTRACTOR: Name, title
Organization/Agency
Address 1
Address 2

20. Amendments and Integration. This Agreement supercedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

21. Termination. This Agreement may be terminated for any of the following reasons:

- If CONTRACTOR fails to perform the services hereunder agreed to the satisfaction of RCD, or otherwise fails to fulfill its obligations under this Agreement, immediately upon written notice from RCD; and
- Upon notice from RCD to CONTRACTOR that the funding on which this Agreement is based has been materially disrupted or discontinued.

IN WITNESS WHEREFORE, the parties agree to the foregoing terms and conditions and hereby enter into this Agreement.

Date: _____ By: _____
Name, Title
Organization/Agency Name

Date: _____ By: _____
Kellyx Nelson, Executive Director
San Mateo County Resource Conservation District

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of CONTRACTOR.

1. Minimum Scope of Coverage and Limits of Insurance:
 - a. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
 - c. Worker's Compensation: Limits as set forth in the Labor Code of the State of California.
2. Contractors Liability Insurance Policy shall contain the following clauses:
 - a. RCD is added as an additional insured as respects operation of the named insured formed under contract with RCD.
 - b. It is agreed that any insurance maintained by RCD shall apply in excess of, and not contribute with, insurance provided by this policy.
 - c. The insurer agrees to waive all rights of subrogation against RCD, its officers and employees for losses arising from work performed by CONTRACTOR for RCD.
3. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled, limited, or non-renewed except after thirty (30) days written notice has been given to RCD. Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with RCD within 10 working days to the effective date of this Agreement.

EXHIBIT C STANDARD CONDITIONS

RECORD KEEPING AND AUDIT: Contractors must allow for auditors of State of California to examine the Contractor's records relative to the goods, services, equipment, materials supplies or other assistance provided to the RCD for this project. Contractors shall maintain complete and accurate records of the Project costs in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents and employees and representatives, from an against any and all claims, demands, damages, losses, costs (including attorney's fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Contractor's entry upon and use of the Project property, and the performance of, or failure to observe or perform, any obligations of this Contract.

DRUG-FREE WORKPLACE: Contractor's employees involved in the Project will receive a copy of the company's drug-free policy statement (as required by Government Code Section 8355(c)), and will agree to abide by the terms of the company's statement as a condition of employment on the Project.

NONDISCRIMINATION: During the performance of this Agreement, Contractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical -care leave, or pregnancy-disability leave. Contract shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900(a-f) et seq.), and application regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Contractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which it has a collective bargaining or other agreement, and shall post in conspicuous places available to employees and applicants for employment.

UNION ORGANIZING: By signing this Agreement, the Contractor hereby certifies that no state funds dispersed by this grant will be used to assist, promote, or deter union organizing.

EXHIBIT D
CONTRACT WITH WILDLIFE CONSERVATION BOARD
WX-1560MM

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

And

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT

For

**DOMESTIC AND AGRICULTURAL WATER EFFICIENCY DESIGN
PROGRAM**

SAN MATEO COUNTY, CALIFORNIA

WC-1560MM

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

GRANTEE:

San Mateo County Resource Conservation District
625 Miramontes St. Ste103, Half Moon Bay CA, 94019
Attn.: Joe Issel
Phone: (650) 712-7765 ext. (106)
E-mail: joe@sanmateorcd.org

GRANTOR:

Wildlife Conservation Board
1700 9th Street, 4th Floor
Sacramento, California 95811
Attn.: Margaret Massie, State Representative
Phone: (916) 445-0367
E-mail: Margaret.Massie@wildlife.ca.gov

LANDOWNER:

Name: San Mateo County Park (Memorial County Park)
Address: 9500 Pescadero Crk Rd, Loma Mar, CA 94021
Attn.: Ramona Arechiga
Phone: (650) 879-0238
E-mail: trarechiga@smcgov.org
Name: California State Parks (Butano State Park)
Address: 1500 Cloverdale Rd, Pescadero, CA 94060
Attn.: Chris Spohrer
Phone: (650) 879-2028
E-mail: chris.spohrer@parks.ca.gov
Name: Loma Mar Mutual Water Company
Address: Pescadero Creek Rd, Loma Mar, CA 94021 Attn.:
Wendy Hartman
Phone: (650) 268-2016
E-mail: whartmancarr@yahoo.com

Grant Agreement No.:

WC-1560MM

Board Approval Date:

February 18, 2016

Projected Completion Date:

September 1, 2018

Terms of Agreement:

Notice to Proceed Date (SEP 13 2016) through September
1, 2018

Project Life:

2.5 years

Project ID:

2016042

FUNDING CERTIFICATION

I hereby certify that (a) the following funds will be encumbered on behalf of Grantor; and (b)
Grant Funds shall not be disbursed unless and until sufficient proceeds from the source
identified below become available to Grantor to disburse.

Aura C. Heatherly
Fiscal Officer

3/21/16
Date:

Grant Amount:

\$828,357.00

Fund Source:

Water Quality, Supply and Infrastructure Improvement Fund of 2014,
Section 79733

Appropriation Item:

Chapter 10, Statutes of 2015

Line Item:

3640-101-6083

Expenditure Code:

15-1000-706-45000

1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, commencing with Section 1300, of the California Fish and Game Code; the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), California Water Code Section 79700 et seq.; and the approval granted by the Wildlife Conservation Board on February 18, 2016, the Wildlife Conservation Board (Grantor) hereby grants to San Mateo County Resource Conservation District (Grantee), a sum not to exceed eight hundred twenty eight thousand three hundred fifty seven dollars (\$828,357.00) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project described within the grant application Domestic and Agricultural Water Efficiency Design Program submitted for the California Stream Flow Enhancement Program by San Mateo County Resource Conservation District for the solicitation which closed September 30, 2015 and is generally described as: working to enhance and protect stream flows through planning, designing, and permitting water conservation projects on domestic, recreational and agricultural water systems (Project) within the Pescadero-Butano Watershed located in San Mateo County, California (Property). The Property is generally shown on the attached Exhibit A - LOCATION MAP.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor, and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be

responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.

- 3.4 For construction projects applicants shall have consulted with the California Conservation Corps (CCC) and a certified local conservation corps as to the feasibility of using their services as defined in section 14507.5 of the Public Resources Code to implement projects (CWC § 79734). Where feasible, participation by the CCC will occur.
- 3.5 The Project shall have been approved by the Wildlife Conservation Board at a public meeting. This Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the Project by the Wildlife Conservation Board on February 18, 2016, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5000.00 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. Exhibit C – DISBURSEMENT REQUEST TEMPLATE provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.

- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at WCBCLerical@wildlife.ca.gov and WCB Project Manager Margaret Massie (margaret.massie@wildlife.ca.gov) with "Project ID 2016042 Invoice No. ____" in the subject line.
Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board
1416 9th Street, Room 1266
Sacramento, California 95814
Attn: Margaret Massie

- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.

5. BUDGET

The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this grant to the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of

the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit D - WORK PLAN and incorporated herein by this reference, on or before September 1, 2018. The Project will be considered complete when all Project activities have been completed and Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.
- 6.2. Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).
- 6.3. Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner regarding text, design and location and shall display the logo of Grantor. Grantee shall post one or more signs on the Property to indicate the participation of Grantor in providing Grant Funds for the Project and a logo referencing the fund source (Proposition 1); logo is available on Grantor's website: www.wcb.ca.gov
- 6.4. The Grantee will provide progress reports with each invoice and a final report upon Project completion. Projects including changes to water rights, 1707 petitions, and or forbearance agreements will provide updates to

WCB Project Manager at a minimum of every six months from grant execution date terminating only when changes are complete.

- 6.5 Not later than 30 days following the completion of all Project activities Grantee will submit one hard copy and one digital copy of a final report of accomplishments, including project cost totals, pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.
- 6.6 The Grantee and Landowner(s) will obtain signed Private Property Access agreements prior to any work commencing on Landowner's property as required for project activities (attached as Exhibit E - Provisional Landowner Access Agreement).
- 6.7 Pursuant to Governor Brown's April 25, 2014 Executive Order proclaiming a continued State of Emergency due to water shortage and drought conditions, Grantee shall have appropriate water conservation and efficiency programs in place. Grantee hereby certifies that it has, and will keep, such programs in effect. Upon request by Grantor, Grantee shall provide information regarding its water conservation and efficiency program(s) to Grantor.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.
- 7.2 In the event of a default by Grantee *before* the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor grants \$50,000.00 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000.00 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.4 Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
- 7.5 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other

assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000.00 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and the performance of, or failure to observe or perform, any obligations of the Grantee under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor, Grantee and Landowners. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor

may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

The Grantee shall utilize the Bond Accountability and Audits Guide, provided by the California Department of Finance, Office of State Audits and Evaluations (OSAE) to ensure that Project expenditures are in compliance with applicable laws, regulations, and established criteria and that appropriate record keeping is maintained. The Guide is available at the following OSAE website:

http://www.dof.ca.gov/osae/prior_bond_audits/documents/BondAccountabilityandAudits.pdf

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as matching funds for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the grant was awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has started Project activities Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor. The Grantor shall be responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor

authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page i of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- a) the dangers of drug abuse in the workplace;
- b) the person's or organization's policy of maintaining a drug-free workplace;
- c) any available counseling, rehabilitation and employee assistance programs; and,

- d) penalties that may be imposed upon employees for drug abuse violations.

8.11.3 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed Project:

- a) will receive a copy of the company's drug-free policy statement; and,
- b) will agree to abide by the terms of the company's statement as a condition of employment on the Project.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future state contracts and grants if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

8.12.1 No state funds disbursed by this grant will be used to assist, promote or deter union organizing;

8.12.2 Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;

8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the California Wildlife Conservation Board and the California Department of Fish and Wildlife are not subject to Chapter 1 (commencing with

Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and to the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov>. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Informational Products

The Exhibit D – WORK PLAN includes a list of project-specific performance measures that are to be used to evaluate the effectiveness of the Project in achieving the stated objectives. By entering into this Grant, the Grantee commits to disclosing how information will be collected, stored, and disseminated to participants, stakeholders, public, and the State. Public information may include, but is not limited to technical designs, feasibility studies, reports, and data gathered during any phase of development, including planning, design, construction, operation, and monitoring.

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<http://portal.gis.ca.gov/geoportal/catalog/main/home.page>), maintained by the California Department of Technology.

8.15 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) *et seq.*), and applicable regulations (California Code of Regulations, Title 2, Section 7285 *et seq.*). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination

clause to labor organizations with which Grantee has a collective bargaining or other agreement, and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on February 18, 2016, the Board authorized the award of a grant of up to \$828,357.00 to Grantee for the Project.

11. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective when fully signed by authorized representative(s) of each of Grantor, Grantee and Landowner. Each party shall sign four original counterparts of this Agreement. Each fully executed counterpart shall be deemed an original. Grantee and Landowner(s) shall each receive one fully executed original and Grantor shall receive one fully executed original.

12. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map

Exhibit B – Budget

Exhibit C – Disbursement Request Template


Exhibit D – Work Plan

Exhibit E – Provisional Landowner Access Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

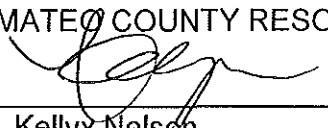
GRANTOR

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By:  Date: 9/7/16
John P. Donnelly
Executive Director

GRANTEE

SAN MATEO COUNTY RESOURCE CONSERVATION DISTRICT

By:  Date: 8/16/16
Kellyx Nelson
Executive Director

BUDGET

Task #	Project Task	WCB Funding	Non-State Match*	State Match*	Total Cost Per Task
1	Project Administration	\$28,417	\$36,000	\$5,015	\$69,432
2	Designs	\$734,960	\$17,773	\$109,988	\$862,721
3	Environmental Assessment and Permitting	\$64,980	\$14,774	\$45,958	\$125,712
	TOTAL	\$828,357	\$68,547	\$160,961	\$1,057,865

*Non-State Match funding sources includes: San Mateo County Parks, and Loma Mar Mutual Water Co.

*State Match funding sources include: California Department of Water Resources (prop 84 Bay Area IRWMP), and State Parks.

WORK PLAN

This project will provide a solution for low in-stream flow, enhancing critical wildlife habitat, and developing cost effective treatments in the Pescadero-Butano watershed, which will be accomplished by conducting water audits within Memorial County Park and Butano State Park to replace old and impaired water pipelines, as well as determine how much water is being lost due to leaking pipes, toilets, and sinks, and will design improvements, and acquire the permits needed to upgrade water usage efficiency. Conducting water audits for residential domestic efficiency at Loma Mar Mutual Water Company will further help to identify pipeline leaks and water loss that will be addressed by providing designs and permits needed for improvement. By completing this project the San Mateo County Resource Conservation District (RCD) and its partners will be addressing key water conservancy sites within the Pescadero-Butano watershed. This project will have calculable improvements to stream flow which will be measured by reduction in overall water use, the timing of water withdrawals, and water availability studies to evaluate stream flow needs.

Location 1: Memorial County Park (Pescadero Creek) The objective of this project is to enhance stream flows and improve habitat for Coho salmon and Steelhead trout. The project will use water audits to determine the amount of water being lost due to leaking pipes, toilets, sinks, water storage units, etcetera, and provide designs, technical assistance, and permitting to make the needed facilities improvements. The reduction in water use would have a direct measurable improvement for instream flow and wildlife habitat. Water storage facilities at Memorial County Park include one 250,000 gallon redwood tank used only for fire suppression, and six 30,000 gallon tanks used for domestic supply. Through Prop 84 grant via the Bay Area Integrated Regional Water Management Plan funding the RCD will replace the 250,000 gallon redwood tank with a new tank that can hold 1-2 million gallons. The new tank will be the main storage for the domestic water use within the park and will allow for far more water to be drawn and stored during winter months. This will eliminate the Parks water withdrawals from Pescadero Creek during low flow summer and fall months when water is scarce. Memorial County Park pipeline infrastructure, facilities, and water features such as toilets, and sinks, lead to inefficient use of water from creek diversions and result in more water being withdrawn from Pescadero Creek. By designing, planning and permitting replacement for pipelines, water holding facilities, and water features, the RCD and San Mateo County Parks can reduce water usage by executing forbearance agreements requiring that no water to be drawn during crucial summer months. This project will assess the water system in Memorial County Park and the total water usage. The system will be tested for leaks through water audits which will give a framework by which to base the appropriate amount of water storage on the site. Water storage facilities will also be based on capacity for water storage on the site.

Location 2: Butano State Park (Butano Creek) This project aims to enhance instream flows and restore habitat for Coho salmon and Steelhead trout. The project will produce designs, technical assistance, and permitting for improvements to the water system at Butano State Park to reduce the impacts of the park's water diversions on Little Butano Creek which has been noted as a primary target for instream habitat recovery of Coho and Steelhead within San Mateo County (Pescadero-Butano Watershed Assessment, 2004). Through water audits and development of designs addressing water use

inefficiencies, Butano State Park can eliminate or greatly reduce its diversions from Little Butano Creek during the peak of the dry season, thereby increasing instream flow for juvenile salmon and Steelhead. Addressing the pipeline infrastructure, water storage, and water fixtures will allow for a calculable amount of water to be saved and stored on site. In addition to these improvements, forbearance agreements will be created to stop withdrawals from the Little Butano Creek during specified months.

Location 3: Loma Mar Mutual Water Company (Pescadero Creek) This project focuses on enhancing instream flow and recovery of instream habitat for Coho salmon and Steelhead trout. The pipelines that deliver water within the Loma Mar community are outdated and in need of replacement. The project in Loma Mar focuses on assessing these pipelines for leaks and delivering designs and planning to replace the aging infrastructure.

The RCD will begin the process of administration and coordination of the grant funds to start the design process. The first steps will be to hire an engineer to assess the water distribution systems at Memorial County Park, Butano State Park, and the community of Loma Mar. From these assessments the engineer will develop conceptual designs that outline needed improvements for each site. The approved conceptual designs would be used to create 65% designs for each project that use recommended treatments and include engineer cost estimates. Using the completed 65% designs the RCD and engineer will conduct environmental assessments of project impacts to determine the necessary permits. Once the required permits are realized the RCD will begin the process of permit applications and conversation with regulatory agencies as necessary. The RCD will submit applications for of the required permits from the appropriated regulatory organizations. After permits have been acquired, final designs and cost estimates will be made by the engineer and RCD to encompass the cost of implementation, taking into account permitting regulations and requirements.

The program is broken down into separate deliverables:

1. Project administration
 - a. Executed contracts
 - b. Invoices
 - c. Progress reports
 - d. Final report
2. Designs
 - a. Water system assessment report
 - b. Concept designs
 - c. Engineers cost estimate
 - d. 65% designs
 - e. Final designs
3. Environmental assessment and permitting
 - a. Environmental assessment report
 - b. Summary of necessary permits
 - c. Permit applications