

EXHIBIT A  
SCOPE OF WORK

1. PLANS AND COMPLIANCE REQUIREMENTS

- 1.1 In order for the State and Regional Water Quality Control Board (Regional Water Board) staff to verify work was adequately performed or conducted, GPS information for project site and monitoring locations must be identified for this Project prior to any disbursements. Submittal requirements for GPS data are available at <http://www.waterboards.ca.gov/funding/grantinfo.html>.
- 1.2 The Grantee shall prepare and implement a Project Assessment and Evaluation Plan (PAEP) to detail the methods of measuring Project benefits and reporting them in accordance with a PAEP. Many projects include multiple activities that will require measurement of several parameters to evaluate Project performance. All implementation projects that propose pollution load and/or concentration reductions must report such reductions annually. Use the 319(h) Non Point Source Pollution Reduction Project Follow-up Survey Form found at [http://www.waterboards.ca.gov/funding/docs/grantinfo/319h\\_pollution\\_survey.xls](http://www.waterboards.ca.gov/funding/docs/grantinfo/319h_pollution_survey.xls) or a similar format to report annual load reductions. Projects protecting, restoring or creating streams, shorelines, or wetlands, must report an annual accounting of the acres of wetlands restored and created, feet of stream bank and shoreline protected and feet of stream channel stabilized. Grantee shall not implement monitoring and performance assessment and/or evaluation actions prior to PAEP approval by the Grant Manager. Guidance for preparing the PAEP is available at <http://www.waterboards.ca.gov/funding/paep.html>.
- 1.3 If environmental water quality monitoring (chemical, physical, or biological) is undertaken, the Grantee shall prepare, maintain, and implement a Monitoring Plan (MP). The MP shall include, but is not limited to, a description of the monitoring objectives, types of constituents to be monitored, and the sampling location frequency/schedule for the monitoring activities. The MP will include the schedule for submittal of monitoring reports. The Grantee shall be prohibited from implementing any sampling or monitoring activities prior to approval of the MP by the Grant Manager. No monitoring may occur prior to MP approval. Any changes to the MP must be submitted to the Grant Manager for review and a decision regarding approval prior to implementation.
- 1.4 If an MP is prepared, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. Electronic submittal of data collected in accordance with SWAMP shall be required. The QAPP shall be submitted to the State or Regional Water Board's Quality Assurance (QA) Officer for review and a decision regarding approval prior to the Grantee implementing 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.waterboards.ca.gov/swamp/qapp.html>.
- 1.5 All projects are required to comply with the California Environmental Quality Act (CEQA). Work on the Project cannot begin until the State Water Board has reviewed the CEQA documentation submitted by the Grantee and given environmental clearance. If the work is conducted on federal land, the Grantee must also comply with the National Environmental Policy Act (NEPA).
- 1.6 If landowner agreements are required, signed copies must be submitted to the Grant Manager before works begins.
- 1.7 If permits are required, the permits must be obtained and signed copies submitted to the Grant Manager before work begins.
- 1.8 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 the 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."

1.9 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 Select area(s) to be retrofitted with porous pavement and area(s) to be used as an unretrofitted control.
- 2.1.2 Prepare plans and specifications for construction of porous pavement, in consultation with the County of San Diego Department of General Services, as appropriate. At a minimum, thirty thousand (30,000) square feet of porous pavement will be installed.
- 2.1.3 Prepare plans and specifications for installation of monitoring stations at retrofitted and control areas, ensuring that installation will allow for accurate flow and surface water quality monitoring.
- 2.1.4 Prepare plans for installation of one (1) public information kiosk at the entrance of the retrofitted parking lot.
- 2.1.5 Submit plans and specifications to Grant Manager for review.
- 2.1.6 Obtain Notice to Proceed from Grant Manager prior to construction.

### 2.2. Project Implementation

- 2.2.1 Construct porous pavement in accordance with plans developed under Item 2.1.2.
- 2.2.2 Install monitoring stations in accordance with plans developed under Item 2.1.3.
- 2.2.3 Install public information kiosk in accordance with plans developed under Item 2.1.4.
- 2.2.4 Conduct pre- and post-implementation photo documentation in accordance with State guidelines submit to Grant Manager.
- 2.2.5 Prepare "As-Built" drawings and submit to Grant Manager.

### 2.3 Project Monitoring and Assessment

- 2.3.1 Conduct monitoring of runoff from porous pavement and control areas in accordance with the MP developed under Item 1.3.
- 2.3.2 Submit monitoring/assessment results to Grant Manager for review.
- 2.3.3 Establish a long-term monitoring and maintenance program (beyond April 2008) based on a review of initial Project results and funding availability. Submit summary of program to Grant Manager for review.

### 2.4 Public Outreach and Technology Transfer

- 2.4.1 Prepare materials to be displayed in the public kiosk installed under Item 2.2.3. Materials will include information on porous pavement, monitoring and maintenance, and overall role in reducing stormwater runoff pollutants. Submit copy of materials and photo of display to Grant Manager for review.
- 2.4.2 Present data on the Project to a minimum of three (3) groups to encourage the use of porous paving. Submit presentation summaries to the Grant Manager for review.
- 2.4.3 Apply data to the County Low Impact Development (LID) manual to be developed concurrently with this Project. Submit copy of LID data to Grant Manager for review.

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TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	<b>PLANS AND COMPLIANCE REQUIREMENTS</b>		
1.1	GPS information for Project site and monitoring locations	Day 90	
1.2	Project Assessment Evaluation Plan (PAEP)	Day 30	
1.2	Non Point Source Pollution Reduction Project Follow-up Survey Form		Annually
1.3	Monitoring Plan (MP)	Day 90	
1.3	Monitoring Report		June 2008
1.4	Quality Assurance Project Plan (QAPP)	Day 90	
1.5	Copy of final CEQA/NEPA Documentation	December 2006	
1.6	Land Owner Agreement(s)		N/A
1.7	Applicable Permits		N/A
2.	<b>WORK TO BE PERFORMED BY GRANTEE</b>		
2.1.5	Project Design Plans and Specifications		May 2007
2.1.6	Notice to Proceed		May 2007
2.2.4	Pre- and Post-implementation Photo Documentation		September 2007
2.2.5	"As-Built" Drawings		January 2008
2.3.2	Monitoring/Assessment Results		June 2008
2.3.3	Summary of Long-term Monitoring and Maintenance Program		June 2008
2.4.1	Kiosk Materials and Photo of Display		June 2008
2.4.2	Presentation Summaries		June 2008
2.4.3	Copy of LID Data		June 2008
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
1.	<b>INVOICING</b>		Quarterly
1.1	Invoices		Quarterly
1.3	Invoice Supporting Documentation		Quarterly
5.	<b>REPORTS</b>		
5.1	Grant Summary Form		Day 90
5.2	Progress Reports by the twentieth (20 <sup>th</sup> ) of the month following the end of the calendar quarter (March, June, September, and December)		Quarterly
5.3	Natural Resource Projects Inventory (NRPI) Project Survey Form	Before final invoice	
5.4	Draft Project Report	7/01/2008	
5.5	Final Project Report	8/01/2008	

EXHIBIT B  
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

1. INVOICING

- 1.1 Invoices shall be submitted using the invoice template provided by the State Water Board. The invoice must be itemized based on the line items specified in the Budget. The original invoice shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Section 5.2 of this exhibit. The address for submittal is:

Michael Porter, Grant Manager  
Regional Water Quality Control Board  
9174 Sky Park Court, Suite 100  
San Diego, CA 92123

- 1.2 Invoices submitted in any other format than the one provided by the State Water Board will cause an invoice to be disputed. In the event of an invoice dispute, the State Water Board's 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. The State Water Board Grant Manager has the responsibility for approving invoices.
- 1.3 Supporting documentation (e.g., receipts) must be submitted with each invoice to request reimbursement for grant funds as well as to support matching funds invoiced. The amount claimed for the Personnel Services line item and Professional and Consultant Services line item must include a calculation formula (i.e. hours or days worked times the hourly or daily rate = total amount claimed). Invoice payment shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice.
- 1.4 The Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Grantee. Although it is agreed that actual payment of such cost by the Grantee is not required as a condition of the grant disbursement, all grant disbursements received by the Grantee shall be paid to contractors and vendors within thirty (30) days from receipt of the funds. In the event that the Grantee fails to disburse grant funds to contractors or vendors within thirty (30) days from receipt of the funds, the Grantee shall immediately return such funds to the State Water Board. Interest shall accrue on such funds from the date of disbursement through the date of mailing of funds to the State Water Board. If the Grantee held such funds in interest-bearing accounts, any interest earned on the funds shall also be due to the State Water Board.
- 1.5 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.
- 1.6 Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board 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 State Water Board. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- 1.7 The invoice shall contain the following information:
- The date of the invoice;
  - The time period covered by the invoice, i.e., the term "from" and "to";
  - The total amount due; and