

**DROUGHT GRANT REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF
SUNNYVALE
AND SANTA CLARA VALLEY WATER DISTRICT
FOR RECEIPT AND ADMINISTRATION OF STATE GRANT FUNDS FOR THE
SUNNYVALE CONTINUOUS RECYCLED WATER PRODUCTION FACILITIES AND
WOLFE ROAD PIPELINE PROJECT**

This Drought Grant Reimbursement Agreement (“Agreement”) is made and entered into on _____ (“Effective Date”), by and between the City of Sunnyvale, a municipal corporation of the State of California (“Sunnyvale”) and the Santa Clara Valley Water District, an independent special district created by Legislature of the State of California (“District”). Sunnyvale and District may hereinafter be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, District is one of a number of subrecipients of a \$32,178,423 Proposition 84 Integrated Regional Water Management (“IRWM”) 2014 Drought Grant (“State Grant”) that the State of California (“State”), Department of Water Resources (“DWR”) awarded to help fund certain local, subregional and regional projects located within the San Francisco Bay Area IRWM region; and

WHEREAS, Association of Bay Area Governments (“ABAG”), which applied for the State Grant on behalf of the District and other subrecipients, entered an agreement with DWR entitled “GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND ASSOCIATION OF BAY AREA GOVERNMENTS AGREEMENT NUMBER 4600010883” dated July 20, 2015 (“State Grant Agreement”), which is incorporated into this Agreement by this reference; and

WHEREAS, the State Grant Agreement imposes certain obligations onto ABAG to ensure State Grant funds are properly administered by ABAG and the subrecipients, including the District; and

WHEREAS, on or around the Effective Date, ABAG and the District will enter into a Local Project Sponsor Agreement (“ABAG Agreement”), which is hereby incorporated into this Agreement by this reference; and

WHEREAS, the ABAG Agreement passes through certain obligations contained in the State Grant Agreement onto the District as a subrecipient of the State Grant; and

WHEREAS, of the \$32,178,423 State Grant, \$4,000,000 was awarded to the District as a subrecipient for the Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline Project (“Project”), which is contingent on \$6,000,000 in matching funds being provided for the Project; and

WHEREAS, Sunnyvale is responsible for the planning, design and construction of the Sunnyvale Continuous Recycled Water Production Facilities portion of the Project and the District is responsible for the planning, design and construction of the Wolfe Road Pipeline portion; and

WHEREAS, the Parties agree that of the \$4,000,000 from the State Grant allocated to the Project, up to \$1,500,000 will be available to reimburse Sunnyvale for certain costs for the Sunnyvale Continuous Recycled Water Production Facilities and up to \$2,500,000 will be available to reimburse the District for certain costs for the Wolfe Road Pipeline portion of the Project; and

WHEREAS, the Parties desire to work together to ensure that the District satisfies its obligations to ABAG and DWR that are associated with being a subrecipient of the \$4,000,000 awarded from the State Grant; and

WHEREAS, this requires Sunnyvale to provide the District with, among other things, reporting and cost information and documentation of all eligible reimbursable expenses or costs incurred by Sunnyvale for the Sunnyvale Continuous Recycled Water Production Facilities portion of the Project and updates regarding the status of designing and constructing the Sunnyvale Continuous Recycled Water Production Facilities.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES HEREINAFTER PROVIDED, THE PARTIES AGREE AS FOLLOWS:

1. SUNNYVALE OBLIGATIONS.

1.1 Sunnyvale shall provide the District with all data, information, documentation, certifications and assistance requested by the District or ABAG to ensure that the Sunnyvale Continuous Recycled Water Production Facilities portion of the Project is in full compliance with the terms and conditions of the State Grant Agreement. Sunnyvale understands and agrees that for purposes of the foregoing, any requirements and responsibilities related to the Sunnyvale Continuous Recycled Water Production Facilities portion of the Project imposed upon ABAG as Grantee under the State Grant Agreement and the District under the ABAG Agreement are hereby passed-through to, and adopted by Sunnyvale as obligations to the District.

1.2 Sunnyvale agrees to fund the difference between the total cost of the Sunnyvale Continuous Recycled Water Production Facilities portion of the Project and \$1,500,000. Sunnyvale is required to maintain all financial records associated with the Sunnyvale Continuous Recycled Water Production Facilities to enable the District to document and calculate the cost of the Continuous Recycled Water Production Facilities portion of the Project and to determine the total Project cost for inclusion in the final project report the District is required to submit to ABAG.

1.3 Pursuant to DWR requirements, the District may invoice ABAG for reimbursement of Project costs incurred after the State Grant award date of January 18, 2014 in its first invoice. Subsequent invoices to ABAG will seek grant funds for eligible costs incurred during the quarter in which they were incurred. Sunnyvale agrees to provide the District with cost reports, project reports and other information (“Cost and Reporting Package”) specified in the information matrix (“Information Matrix”), attached hereto as Exhibit “A” and incorporated into this Agreement by this reference. The Information Matrix specifies dates that Sunnyvale must provide the District with the Cost and Reporting Package to ensure the District can satisfy its invoicing and reporting obligations to ABAG and the State. Sunnyvale shall provide the Cost and Reporting Package prior to the due dates specified in the Information Matrix. Sunnyvale shall ensure that each Cost and Reporting Package identifies and documents all Eligible Project Costs (as described in Section 11 of the State Grant Agreement) that Sunnyvale incurred for the Sunnyvale Continuous Recycled Water Production Facilities portion of the Project after January 18, 2014. The cost report portion of the Cost and Reporting Package must be in the form of the Cost Report Template attached to this Agreement as Exhibit “A-1”, while the project report portion must be in the form of the Project Report Template attached to this Agreement as Exhibit “A-2”. Each Cost and Reporting Package must include appropriate backup documentation (See Exhibit A-3 for further instructions) and Sunnyvale Assistant Public Works Director’s signature and certification that the identified costs accurately reflect the Eligible Project Costs Sunnyvale incurred for the Sunnyvale Continuous Recycled Water Production Facilities. Sunnyvale shall provide the District with any other information related to the Sunnyvale Continuous Recycled Water Production Facilities requested by the District to satisfy its invoicing and reporting requirements to ABAG and the State.

1.4 Sunnyvale agrees to commence, operate, maintain, and repair the Sunnyvale Continuous Recycled Water Production Facilities for the useful life of said facilities as described in section 20 of the State Grant Agreement, which includes, without limitation, ensuring or causing the Sunnyvale Continuous Recycled Water Production Facilities to be operated in an efficient and economical manner and maintaining it in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. This provision will survive expiration or termination of this Agreement.

1.5 Sunnyvale shall not cause the District to be in violation of the ABAG Agreement, whether by act or omission.

1.6 Sunnyvale shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time related to the Sunnyvale Continuous Recycled Water Production Facilities.

1.7 Sunnyvale shall procure and submit proof of insurance coverage in compliance with the requirements of Attachment 2 of the ABAG Agreement for the construction of the Sunnyvale Continuous

Recycled Water Production Facilities. The insurance requirements may be satisfied through a self-insurance program.

1.8 In the event that DWR conducts an audit of the State Grant, and finds that the District's reimbursement request(s) related to the Sunnyvale Continuous Recycled Water Production Facilities in whole or in part are not qualified expenses, Sunnyvale agrees to return its respective portion of the reimbursement to the District, which the District shall then return to DWR. This obligation shall survive the termination of this Agreement.

2. DISTRICT OBLIGATIONS.

2.1 District shall invoice ABAG and seek reimbursement for eligible Project costs from the State Grant, including up to \$1,500,000 of costs that Sunnyvale incurs for the construction of the Sunnyvale Continuous Recycled Water Production Facilities.

2.2 Any reimbursements from the State Grant received by the District for the Sunnyvale Continuous Recycled Water Production Facilities portion of the Project shall be remitted to Sunnyvale within thirty (30) calendar days of receipt. The total amount of reimbursements remitted to Sunnyvale for the Sunnyvale Continuous Recycled Water Production Facilities shall not exceed \$1,500,000.

2.3 District shall integrate the relevant data, information and documentation received by Sunnyvale into reports required to be submitted to ABAG and DWR under the ABAG Agreement and State Grant Agreement.

2.4 District shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time related to the Wolfe Road Project.

3. LABOR COMPLIANCE PROGRAM. Pursuant to Attachment 1 of the ABAG Agreement, the Parties must take all measures to ensure compliance with applicable California Labor Code requirements applicable to the Project, including, preparation and implementation of a labor compliance program or including any payments to the Department of Industrial Relations under Labor Code Section 1771.3. Sunnyvale shall provide the District with proof of labor compliance for construction of the Sunnyvale Continuous Recycled Water Production Facilities upon request.

4. MATCHING FUNDS. The Parties understand that disbursement of the State Grant funds is contingent on the Parties contributing \$6,000,000 in matching funds to the Project. Of this \$6,000,000 matching fund amount, Sunnyvale is responsible for providing \$800,000 of matching fund expenditures for the Sunnyvale Continuous Recycled Water Production Facilities, and the District is responsible for providing the difference of \$5,200,000 of matching fund expenditures for the Wolfe Road Pipeline

Project. Exhibit “B” of this Agreement identifies the funding sources for the Project. Each Party agrees to document all of its financial contributions to its respective portion of the Project, including in-kind service contributions that are part of the Work Plan contained in Exhibit A of the State Grant Agreement.

5. **TERM.** The term of this Agreement commences on the Effective Date and continues through the latter of the following: (i) termination or expiration date of the State Grant Agreement; or (ii) termination or expiration date of the ABAG Agreement.

6. **INDEPENDENT CONTRACTOR.** Sunnyvale and District, in the performance of the tasks to be performed by each, will each act as and be an independent contractor and not an agent or employee of the other. As independent contractors, both Sunnyvale and District are responsible for tasks performed by their agents, contractors or employees, including the payment of any and all compensation, or the provision of any benefits due said agents, contractors or employees. Sunnyvale and District each agree to indemnify and hold harmless the other Party from any claim that may be made by its agents, employee or contractors for benefits or compensation.

7. **INDEMNICATION.** Sunnyvale shall defend, indemnify and hold harmless the District, its officers, employees and agents against any claim, loss or liability arising out of or resulting from the: (i) willful misconduct or negligence of its respective officers, employees or agents; and (ii) failure to adhere to provisions in ABAG Agreement and State Grant Agreement related to the Sunnyvale Continuous Recycled Water Production Facilities, including its operation, maintenance and repair pursuant to Section 20 of the State Grant Agreement. Nothing contained herein will be construed as a waiver of any immunities or defenses that either Party may have under applicable provisions of law, including the provisions of the California Tort Claims Act (Govt. Code §810 *et seq.*) This provision will survive expiration or termination of this Agreement.

8. **NONDISCRIMINATION.** Neither Sunnyvale nor District will discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin or any other legally protected category, in connection with or related to the performance of this Agreement.

9. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of California.

10. **BOOKS AND RECORDS.**

10.1 All reports, documents or other materials developed or discovered by each Party or any other person engaged directly or indirectly to a Party under this Agreement, are and will remain the property of such Party without restriction or limitation upon their use.

10.2 Sunnyvale and District will each maintain all documents and records that demonstrate their respective performance under this Agreement for a minimum period of four (4) years, from the date of termination or completion of this Agreement.

10.3 Any records or documents required to be maintained pursuant to this Agreement must be made available for inspection during regular business hours upon reasonable written request by Sunnyvale or District. Unless an alternative is mutually agreed upon, Sunnyvale records must be available for inspection at Sunnyvale's address indicated for receipt of notices in this Agreement and District records must be available for inspection at District's address indicated for receipt of notices in this Agreement.

11. CONFLICT OF INTEREST. District and Sunnyvale will avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement.

12. NOTICES. All notices and other communications required or permitted to be given under this Agreement will be in writing and will be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective Parties as follows:

To SUNNYVALE: Sunnyvale Water Pollution Control Plant – Division Manager

1444 Borregas Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707

To DISTRICT: Recycled and Purified Water Unit Manager

Santa Clara Valley Water District
5750 Almaden Expressway
San José, CA 95118
Ph: 408.630.2288

Notice will be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

13. VENUE. In the event that suit will be brought by either Party to this Agreement, the Parties agree that venue will be exclusively vested in the state courts of the County of Santa Clara, or if federal

jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

14. SEVERABILITY. In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the Agreement.

15. ENTIRE AGREEMENT. This Agreement, including all exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the Parties.

IN WITNESS WHEREOF, SUNNYVALE AND DISTRICT HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS ON THE EFFECTIVE DATE.

APPROVED AS TO FORM:

City Attorney

City of Sunnyvale, a municipal corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

ANTHONY FULCHER
Senior Assistant District Counsel

Santa Clara Valley Water District, an
independent special district

By: _____

NORMA J. CAMACHO
Interim Chief Executive Officer

EXHIBIT “A”

INFORMATION MATRIX

**EXHIBIT A
INFORMATION MATRIX**

Item	Due Date to District	Comments
SECTION A - QUARTERLY COST REPORTING		
Quarterly Cost Report #1 (Jan 18, 2014 - Dec 31, 2015)	1/30/2016	- The Quarterly Cost Report Package to District shall include: (a) Cost Report Template, Exhibit A-1; - Cost Report Summary - Personnel Hours Summary - Signature Page - Billing Rates Letter (b) Project Report Template, Exhibit A-2; and (c) all other supporting documentation of eligible costs as required by ABAG and DWR. - Sunnyvale must report eligible costs during the quarter in which they were incurred. - Additional cost share items to be documented in Final Project Report. - Shall include summary of Additional Cost Share costs and items for the project.
Quarterly Cost Report #2 (Jan 1 - March 31, 2016)	4/30/2016	
Quarterly Cost Report #3 (April 1 - June 30, 2016)	7/31/2016	
Quarterly Cost Report #4 (July 1 - Sept 30, 2016)	10/31/2016	
Quarterly Cost Report #5 (Oct 1 - Dec 31, 2016)	1/31/2017	
FINAL Cost Report	TBD	
SECTION B - REPORTING (OTHER)		
Proof of Insurance Coverage	1/31/2016 & Each renewal	
Quarterly Project Report	Quarterly, (due same day as Quarterly Cost Reports), See Section A Above	Submit project report with quarterly cost report.
Final Project Report (Project Completion Report)	w/in 60 calendar days of project completion	Submit final project report with final cost report.
Post Performance Report #1	w/in 30 calendar days after 1st year of project completion	
Post Performance Report (10 year reporting)	Annually - Post Project Completion	Submittals required annual for 10 yrs following project completion.
Water Management Status Report		- Status reports on AB 1420 <or> SBx7-7 water conservation status for suppliers that submitted 1420 compliance table 2 in the 2014 Drought Application.
AB 1420 BMP	4/15/2016	
SBx7-7 Reports	6/15/2016	
2015 Urban Water Manement Plan (UWMP)	12/15/2016	Submit 2015 UWMP update to DWR in 2016 (not date specific).
SECTION C - PROJECT PLAN DELIVERABLES		
SUNNYVALE - Continuous Recycled Water Production Facilities		
Task 1 - Direct Project Administration:	---	---
Environmental Information Form (EIF)	1/31/2016	
Financial Statements	1/31/2016	
Other	---	
Task 2 - N/A	---	---
Task 3 - Planning/ Design/ Engineering and Environmental Documentation:	---	---
Feasibility Studies/Assessment and Evaluation	---	---
Engineer's Report and Board approval	Prior to Construction	
Planning Study Report	Prior to Construction	
CEQA Documentation	---	---
Notice of Preparation - CEQA	Prior to Construction	
Draft and Final MND - CEQA	Prior to Construction	
Notice of Completion - CEQA	Prior to Construction	
No Legal Challenges Letter - CEQA	Prior to Construction	
Permitting	---	---
Copy of All Required Permits	Prior to Construction	
Design	---	---
Geotechnical Report	Prior to Construction	
Topographic Survey	Prior to Construction	
BOD Report	Prior to Construction	
Updated Project Cost Estimate	Prior to Construction	
100% Design Documents	Prior to Construction	
Pump Station Hydraulic Criteria Memorandum	Prior to Construction	
Hazardous Materials Investigation Report	Prior to Construction	

**EXHIBIT A
INFORMATION MATRIX**

Item	Due Date to District	Comments
SECTION C - PROJECT PLAN DELIVERABLES (Cont.)		
SUNNYVALE - Continuous Recycled Water Production Facilities		
Project Monitoring Plan	---	---
<i>Project Monitoring Plan w/ DWR Project Performance Measures Table</i>	Quarterly, (due same day as Quarterly Cost Reports), See <i>Section A Above</i>	
Task 4 - Construction/Implementation	---	---
Contract Services	---	---
<i>Bid Documents</i>	Prior to Construction	
<i>Proof of Advertisement</i>	Prior to Construction	
<i>Award of Contract</i>	Prior to Construction	
Construction Administration	---	---
<i>Notice of Completion</i>	w/in 90 calendar days of project completion	
Construction/Implementation Activities	---	---
<i>Copy of all construction related plans (e.g., traffic control, hazardous material management)</i>	Prior to Construction	
<i>Construction photographs</i>	Quarterly, (due same day as Quarterly Cost Reports), See <i>Section A Above</i>	
<i>Certified engineer inspection completion report with final as-built drawings</i>	TBD	
<i>Copy of inspection reports and test results</i>	Quarterly, (due same day as Quarterly Cost Reports), See <i>Section A Above</i>	

Key:

TBD = To be determined

EXHIBIT “A-1”

COST REPORT TEMPLATE

**EXHIBIT A-1
COST REPORT TEMPLATE**

Cost Report Summary						COST REPORT # <u>1</u>		
Project: Sunnyvale Continuous Recycled Water Production Facilities						Date of Report: <u>2/15/2016</u> Cost Report Period: <u>1/1/2010 - 12/31/15</u>		
Invoice Description	Notes	Receipt/Invoice Number	Receipt/Invoice Date	Funding Match	Grant Amount Billed	Invoice Amount	Invoice Packet Page Number	Additional Cost Share
<i>Budget Category A: Direct Project Administration*</i>								
Component A - Sunnyvale Continuous Recycled Water Production Fa		-	-	-	-	-	-	
N/A				\$0.00	\$0.00	\$0.00		\$0.00
SUBTOTAL				\$0.00	\$0.00	\$0.00		
<i>Budget Category B: Land Purchase/Easement</i>								
N/A		-	-	\$0.00	\$0.00	\$0.00		\$0.00
SUBTOTAL				\$0.00	\$0.00	\$0.00		
<i>Budget Category C: Planning/Design/Engineering/Environmental Documentation</i>								
Component A - Sunnyvale Continuous Recycled Water Production Fa		-	-	-	-	-	-	
Personnel Hours	See personnel hours summary table	-	-	\$0.00	\$0.00	\$0.00	2	\$1,000.00
				\$0.00	\$0.00	\$0.00		
SUBTOTAL				\$0.00	\$0.00	\$0.00		
<i>Budget Category D: Construction/Implementation</i>								
Component A - Sunnyvale Continuous Recycled Water Production Fa		-	-	-	-	-	-	
Personnel Hours	See personnel hours summary table	-	-	\$1,506.30	\$0.00	\$1,506.30	2	\$1,000.00
Construction Contractor X	Site Evaluation and Soil Testing	44650	2/14/2014	\$2,000.00	\$0.00	\$2,000.00	4	
Engineering Consultant, Inc.	Pipeline Bid Support	11198734	9/22/2013	\$2,500.00	\$0.00	\$2,500.00	10	
SUBTOTAL				\$6,006.30	\$0.00	\$6,006.30		
GRAND TOTAL				\$6,006.30	\$0.00	\$6,006.30		\$2,000.00

*Grant management-related expenses only

Note:

1. Please attach back-up documentation (see Cost Report Instructions, Exhibit A-3)

**EXHIBIT A-1
COST REPORT TEMPLATE**

Personnel Hours Summary			COST REPORT # <u>1</u>		
			Date of Report: <u>2/15/2016</u>		
Project: Sunnyvale Continuous Recycled Water Production Facilities			Cost Report Period: <u>1/1/2010 - 12/31/15</u>		
Employee	Classification	Work Performed	Hours	Hourly Rate*	Total
<i>Budget Category A: Direct Project Administration</i>					
Component A - Sunnyvale Continuous Recycled Water Production Facilities			-	-	-
N/A					\$0.00
					\$0.00
SUBTOTAL			0	\$	-
<i>Budget Category B: Land Purchase/Easement</i>					
Component A - Sunnyvale Continuous Recycled Water Production Facilities			-	-	-
N/A					\$0.00
					\$0.00
SUBTOTAL			0	\$	-
<i>Budget Category C: Planning/Design/Engineering/Environmental Documentation</i>					
Component A - Sunnyvale Continuous Recycled Water Production Facilities			-	-	-
Staff F	Principal Engineer		0	82.00	\$0.00
Staff E	Environmental Services Coordinator		0	67.00	\$0.00
SUBTOTAL			0		\$0.00
<i>Budget Category D: Construction/Implementation</i>					
Component A - Sunnyvale Continuous Recycled Water Production Facilities			-	-	-
Staff C	Sr. Management Analyst	Contracting, reporting, invoicing	10	74.41	\$744.10
Staff D	Grant Program Coordinator	Contracting, reporting, invoicing	10	76.22	\$762.20
SUBTOTAL			20	\$	1,506.30
GRAND TOTAL				\$	1,506.30

* corresponds to the Billing Rates Letter

Note:

1. Please attach back-up documentation (see Cost Report Instructions, Exhibit A-3)

EXHIBIT A-1
COST REPORT TEMPLATE

Signature Page

COST REPORT # 1

Project: Sunnyvale Continuous Recycled Water Production Facilities

Date of Report: 2/15/2016
Cost Report Period: 1/1/2010 - 12/31/15

On behalf of the City of Sunnyvale,

I represent and warrant that the foregoing information captures the costs that the City of Sunnyvale incurred on the Sunnyvale Continuous Recycled Water Production Facilities Project during this reporting period and that said information is true and correct to the best of my knowledge.

(Signature)

(Name)

Sunnyvale Assistant Public Works Director

**EXHIBIT A-1
COST REPORT TEMPLATE**

Billing Rates Letter (Sample)

Date

Department of Water Resources (DWR)
Division of Integrated Regional Water Management
P.O. Box 942836
Sacramento, CA 94236-0001

Subject: Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline
IRWM Agreement No. 4600010883
Personnel Billing Rates Notification

Dear DWR Staff,

The City of Sunnyvale will be providing personnel services for the Sunnyvale Continuous Recycled Water Production Facilities and Wolfe Road Pipeline Project funded through the Proposition 84 Round 3 Drought Grant Agreement No. 4600010883. This letter is being provided to support the rates of the City of Sunnyvale staff who be working on the project. Should the staff or rates change, a written notification will be provided.

The hourly rates listed in the table below are comprised of *[EXPLAIN RATE BREAK DOWN, IF APPLICABLE. For example....the base salary rate, plus fringe benefits calculated at 33% of the base hourly rate.]*

The following staff will work on the project at the following rates:

Employee Name	Classification	Effective Dates	Hourly Labor Rate
Staff A	Watershed Manager	1/1/2010 - 5/1/2019	\$65.00 - \$91.66
Staff B	Fishery Program Manager	1/1/2010 - 5/1/2019	\$60.00 - \$79.08
Staff C	Sr. Management Analyst	1/1/2010 - 5/1/2019	\$55.00 - \$74.41
Staff D	Grant Program Coordinator	1/1/2010 - 5/1/2019	\$58.00 - \$76.22
Staff E	Environmental Services Coordinator	1/1/2010 - 5/1/2019	\$65.00 - \$85.22
Staff F	Principal Engineer	1/1/2010 - 5/1/2019	\$80.00 - \$104.88
Staff G	Principal Engineer	1/1/2010 - 5/1/2019	\$80.00 - \$104.88
Staff H	Vegetation Ecologist	1/1/2010 - 5/1/2019	\$50.00 - \$64.50
Staff I	Engineering Technician	1/1/2010 - 5/1/2019	\$30.00 - \$44.99
Staff J	Engineering Technician	1/1/2010 - 5/1/2019	\$30.00 - \$44.99
Staff K	Aide - Maintenance	1/1/2010 - 5/1/2019	\$15.00 - \$16.56
Staff L	Special Assignment - Survey	1/1/2010 - 5/1/2019	\$45.00 - \$45.01
Staff M	Land Surveyor	1/1/2010 - 5/1/2019	\$50.00 - \$66.26
Staff N	Senior Drafting Technician	1/1/2010 - 5/1/2019	\$48.00 - \$62.59
Staff O	Heavy Equipment Operator	1/1/2010 - 5/1/2019	\$40.00 - \$53.13
Staff P	Aide - Vegetation	1/1/2010 - 5/1/2019	\$18.00 - \$17.82
Staff Q	Senior Buyer	1/1/2010 - 5/1/2019	\$40.00 - \$52.48
Staff R	Water Conservation Specialist	1/1/2010 - 5/1/2019	\$40.00 - \$53.03
Staff S	Engineering Division Manager	1/1/2010 - 5/1/2019	\$95.00 - \$126.17
Staff T	Assistant Finance Division Manager	1/1/2010 - 5/1/2019	\$70.00 - \$93.38
Staff U	Account Clerk III	1/1/2010 - 5/1/2019	\$35.00 - \$44.03
Staff V	Accountant II	1/1/2010 - 5/1/2019	\$45.00 - \$57.62

Should you have any questions or concerns, please contact me at *Phone Number* or *E-mail Address* .

Sincerely,
Signature
Name
Title

EXHIBIT “A-2”

PROJECT REPORT TEMPLATE

**EXHIBIT A-2
PROJECT REPORT TEMPLATE**

Progress Report # 1

Prepared By: City of Sunnyvale
Project Title: Sunnyvale Continuous Recycled Water Production Facilities
Date of Report: 1/30/2016
Project Report Period: 1/18/2014 – 12/31/2015 (grant share) 1/1/2010 - 12/31/2015 (cost share/match)
Overall Project Completion Level: ____% Complete

Progress

For each subtask, summarize work accomplished during this reporting period.

Task 1/Budget Category (a): Direct Project Administration	____ % Complete
1 a) Project Management: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	
1 b) Labor Compliance Program: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	
1 c) Reporting: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	

Task 2/Budget Category (b): Land Purchase/Easement	____ % Complete
N/A	

EXHIBIT A-2 PROJECT REPORT TEMPLATE

Task 3/Budget Category (c): Planning/Design/Engineering/Env. Documentation	___ % Complete
3 a) Feasibility Studies/Assessment and Evaluation: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	
3 b) CEQA Documentation: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	
3 c) Permitting: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	
3 d) Design: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	
3 e) Project Monitoring Plan: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	

Task 4/Budget Category (d): Construction/Implementation	___ % Complete
4 a) Contract Services: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	
4 b) Construction Administration: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	
4 c) Construction/Implementation Activities: <u>Sunnyvale Continuous Recycled Water Production Facilities</u>	

EXHIBIT A-2 PROJECT REPORT TEMPLATE

Work Anticipated for Next Period

For each task, describe project work anticipated to be completed during the next quarter.

Task 1/Budget Category (a): Direct Project Administration:
Sunnyvale Continuous Recycled Water Production Facilities

Task 2/Budget Category (b): Land Purchase/Easement: N/A

Task 3/Budget Category (c): Planning/Design/Engineering/Environmental Documentation:
Sunnyvale Continuous Recycled Water Production Facilities

Task 4/Budget Category (d): Construction/Implementation:
Sunnyvale Continuous Recycled Water Production Facilities

Notification of New Modifications Needed

Scheduling Issues or Concerns

Review the schedule in your LPS Agreement. If any subtask or deliverable dates need to be adjusted, use this space to notify ABAG of those changes. (If any dates should need to be extended beyond 12/31/18, a formal amendment will be required.) Make sure this section is consistent with the text above.

Budget Issues or Concerns

Review the budget in your LPS Agreement. For each task, describe any changes to the budget: grant share, cost share (required funding match), additional cost share, and total project cost. For example, did you receive a higher construction bid than anticipated, or did adding extra time for a task increase the overall project administration costs? Make sure this section is consistent with the text above.

EXHIBIT A-2 PROJECT REPORT TEMPLATE

Modifications Approved This Quarter

Budget

Please describe any informal changes to the budget that were approved by DWR during this period.

Schedule

Please describe any informal changes to the schedule that were approved by DWR during this period.

Attachments

Place an "x" in the box in the left column if an attachment is included with this report. Fill out the date each deliverable is anticipated or has been submitted. Submit any attachments as PDF copies along with this report.

Included With Report? X	Deliverables (All deliverables identified in the contract are listed below.)	Date Anticipated or Submitted
Task 1a – Project Management		
	Environmental Information Form (EIF)	
	Financial Statements	
	Invoices	
	Other Applicable Project Deliverables	
Task 1b – Labor Compliance Program		
	Proof of labor compliance upon request	
Task 1c – Reporting		
	Quarterly Project Progress Reports	
	Draft Project Completion Report	
	Final Project Completion Report	
Task 3a – Feasibility Studies/Assessment and Evaluation		
	Copy of the Engineer's Report and Board approval	
	Copy of the Planning Study Report	

EXHIBIT A-2 PROJECT REPORT TEMPLATE

Task 3b CEQA Documentation		
	Copy of Notice of Preparation	
	Draft MND	
	Final MND	
	Copy of Notice of Completion	
	No Legal Challenges letter	
Task 3c – Permitting		
	Copies of all required permits	
Task 3d – Design		
	Geotechnical Report	
	Topographic Survey	
	BOD Report	
	Updated Project Cost Estimate	
	100% Design Documents	
	Pump Station Hydraulic Criteria Memorandum	
	Hazardous Materials Investigation Report	
Task 3e – Project Monitoring Plan		
	Project Monitoring Plan	
Task 4a – Contract Services		
	Bid documents	
	Proof of Advertisement	
	Award of contract	
	Notice to proceed	
Task 4b – Construction Administration		
	Notice of Completion	

**EXHIBIT A-2
PROJECT REPORT TEMPLATE**

Task 4c – Construction/ Implementation Activities		
	Copy of all construction related plans (e.g., traffic control, hazardous material management)	
	Construction photographs	
	Certified engineer inspection completion report with final as-built drawings	
	A copy of the inspection reports and test results	

	Photo documentation
<i>Enter the number of photos submitted.</i>	

	Invoice and back-up documentation
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EXHIBIT “A-3”

COST REPORT INSTRUCTIONS

EXHIBIT A-3 COST REPORT INSTRUCTIONS

Cost Report Instructions

Use these forms to create your Cost Report packet. The completed packet should include:

1. Completed Cost Report Template, Exhibit A-1
2. Completed Project Report Template, Exhibit A-2
3. Backup documentation must support all costs submitted, and must be assembled into a single PDF packet that includes scanned invoices, receipts, and payroll reports or other documentation substantiating labor hours listed in Exhibit A-1 Cost Report Template, Personnel Hours Summary (Tab 2). **Add page numbers to these pages, through PDF markup or by writing the numbers by hand in the lower right corner of each page.**

Tab 1: Cost Report Summary in the Exhibit A-1 Cost Report Template

This table serves as a cover sheet and table of contents for the Cost Report packet. Use it to document all costs related to your project for which you are submitting an invoice.

- Include the total amount for your agency's personnel hours here; you'll need to provide additional detail in the Personnel Hours Summary table (Tab 2).
- Include all consultant and contractor costs as well as all other expenses (printing, shipping, supplies, etc.) by Task (A, B, C, D). Fill in the Receipt/Invoice Number and Date columns for each contractor invoice, unless it has no number. **Note travel and per diem are ineligible for grant reimbursement.**
- Identify whether expenses are Funding Match, Grant Reimbursable, or Additional Cost Share by entering the costs in the appropriate columns. Note that for each task, expenses must be billed according to the Contract budget where Funding Match is billed first, before the Grant Share is billed. For example, if a task has Match and Grant costs identified (i.e. Task 4: budget \$100,000 Match and \$200,000 Grant Share), then the first \$100,000 spent in Task 4 should be charged to Match, then the last \$200,000 for Task 4 can be charged to Grant Share.
- The Additional Cost Share column will not be submitted to DWR with the quarterly Cost Report packet, but is provided to assist you in tracking project costs. The Additional Cost Share total will be provided to DWR upon project completion with the final Cost Report. Retain receipts and records of Additional Cost Share until project completion. Do not submit this backup information with the quarterly Cost Report.
- Include backup documentation (invoices, receipts, payroll reports, etc.) for Funding Match and Grant Reimbursable costs in the Cost Report packet.
- Fill in the column for Invoice Packet Page Number with the Page Number of each backup document by task on the Cost Report Summary table (Tab 1).

Tab 2: Personnel Hours Summary in the Exhibit A-1 Cost Report Template

Use this table to document your agency's staff time spent on the project.

- Break down the hours by task (A, B, C, D) and then by staff member. The total for each task in the Personnel Hours Summary table (Tab 2) must match the Personnel total by task on the Cost Report Summary table (Tab 1).

Tab 3: Signature Page in the Exhibit A-1 Cost Report Template

Submit a complete and authorized Signature Page (Tab 3) with each Cost Report.

Tab 4: Billing Rates Letter (Sample) in the Exhibit A-1 Cost Report Template

Submit a Billing Rates Letter to the District with the first Cost Report and whenever personnel billing rates change. This applies to your agency staff costs only.

- Tab 4 contains sample text that could be copied and pasted into a letter.
- Document all staff working on the project, including titles, date they began working on the project, their expected billing rate or reasonable range, and a description of the billing rate breakdown (percent overhead, fringe, salary, etc.).
- Submit an updated letter when new staff join the project or when hourly rates change.

Additional Instructions

Submit quarterly Cost Report, based upon the schedule as outlined in Exhibit A Information Matrix.

If your hourly rates from the Personnel Hours Summary table (Tab 2) DO NOT match the rates provided in the Billing Rates Letter table (Tab 4), please provide details to document calculation of your hourly billing rates. This detail may not be necessary for your agency. The hourly rates shown in the Personnel Hours Summary table must match the documentation provided, such as timecards or payroll records. The "fringe" or indirect rates may vary.

EXHIBIT “B”

PROJECT FUNDING SOURCES

**EXHIBIT B
PROJECT FUNDING SOURCES**

Project Funding Sources					
Project: Sunnyvale Continuous Recycled Water Production Facilities (Sunnyvale Facilities) and Wolfe Road Pipeline					
Category		Requested Grant Amount	Cost Share: Non-State Required Funding Match	Additional Cost Share	Total Project Cost
(a)	Direct Project Administration	\$0	\$0	\$95,365	\$95,365
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/ Environmental Documentation	\$400,000	\$0	\$1,705,845	\$2,105,845
(d)	Construction/Implementation	\$3,600,000	\$6,000,000	\$8,927,700	\$18,527,700
Total Cost		\$4,000,000	\$6,000,000	\$10,728,910	\$20,728,910
Sources of funding:					
1. Project Segment: Sunnyvale Continuous Recycled Water Facilities					
a. City of Sunnyvale Capital Improvement Fund		\$1,500,000	\$800,000		
	Direct Project Administration	\$0	\$0		
	Planning/Design/Eng/ Env Doc	\$400,000	\$0		
	Construction/Implementation	\$1,100,000	\$800,000		
2. Project Segment: Wolfe Road Pipeline					
a. Santa Clara Valley Water District		\$2,500,000	\$5,200,000		
	Direct Project Administration	\$0	\$0		
	Planning/Design/Eng/ Env Doc	\$0	\$0		
	Construction/Implementation	\$2,500,000	\$5,200,000		
Total Cost		\$4,000,000	\$6,000,000		