



## RANCHO MURIETA COMMUNITY SERVICES DISTRICT

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RANCHO MURIETA, CA 95683  
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### AGENDA

*“Your Independent Local Government Agency Providing  
Water, Wastewater, Drainage, Security, and Solid Waste Services”*

REGULAR BOARD OF DIRECTORS MEETINGS ARE HELD  
3<sup>rd</sup> Wednesday of Each Month

#### REGULAR BOARD MEETING

**Wednesday, September 19, 2012**

Closed Session 4:00 p.m. - Open Session 5:00 p.m.  
RMCS D Administration Building – Board Room  
15160 Jackson Road  
Rancho Murieta, CA 95683

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#### BOARD MEMBERS

Roberta Belton	President
Richard Taylor	Vice President
Betty Ferraro	Director
Steven Mobley	Director
Gerald Pasek	Director

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#### STAFF

Edward R. Crouse	General Manager
Darlene Gillum	Director of Administration
Greg Remson	Security Chief
Paul Siebensohn	Director of Field Operations
Suzanne Lindenfeld	District Secretary

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT**  
**REGULAR BOARD MEETING**  
**September 19, 2012**

Closed Session: 4:00 p.m. - Open Session: 5:00 p.m.

**AGENDA**

	RUNNING TIME
<b>1. CALL TO ORDER</b> - Determination of Quorum - President Belton <b>(Roll Call)</b>	4:00
<b>2. ADOPT AGENDA</b> <b>(Motion)</b>	4:05
<b>3. SPECIAL ANNOUNCEMENTS AND ACTIVITIES</b>	4:10
<b>4. CLOSED SESSION</b>	4:15
<i>Under Government Code section 54956.8: Real Property Negotiations - Real Property APN 128-0080-067; APN 128-0080-068; APN 128-0080-069; APN 128-0080-076; and APN 128-0100-029. Real Property Agency Negotiator: Edward R. Crouse, General Manager. Negotiating Party: Rancho Murieta 670, LLC. Under Negotiation: Price and Terms.</i>	
<i>Under Government Code section 54956.9(a): Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to 54956.9: Two Potential Cases.</i>	
<i>Under Government Code section 54957: Public Employee Performance Review: General Manager.</i>	
<i>Under Government Code section 54957.6: Conference with Labor Negotiator. Agency Designated Representative: Roberta Belton. Unrepresented Employee: District General Manager.</i>	
<b>5. OPEN SESSION</b>	
<i>The Board will discuss items on this agenda, and may take action on those items, including informational items and continued items. The Board may also discuss other items that do not appear on this agenda, but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.</i>	
<i>The running times listed on this agenda are only estimates and may be discussed earlier or later than shown. At the discretion of the Board, an item may be moved on the agenda and or taken out of order. <b>TIMED ITEMS</b> as specifically noted, such as Hearings or Formal Presentations of community-wide interest, will not be taken up earlier than listed.</i>	

<b>6.</b>	<b>REPORT ACTION FROM CLOSED SESSION</b>	5:00
<b>7.</b>	<b>COMMENTS FROM THE PUBLIC</b> <i>The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcome, subject to reasonable time limitations for each speaker.</i>  <i>If you wish to address the Board at this time, as a courtesy, please state your name and address, and reserve your comments to no more than 3 minutes so that others may be allowed to speak. No action will be taken.</i>	5:05
<b>8.</b>	<b>CONSENT CALENDAR (Motion) (Roll Call Vote) (5 min.)</b> <i>All the following items in Agenda Item 8 will be approved as one item if they are not excluded from the motion adopting the consent calendar.</i>  <ul style="list-style-type: none"> <li><b>a. Approval of Board Meeting Minutes</b> <ul style="list-style-type: none"> <li>1. August 15, 2012 Board Meeting</li> </ul> </li> <li><b>b. Committee Meeting Minutes (Receive and File)</b> <ul style="list-style-type: none"> <li>1. September 4, 2012 Security Committee Meeting</li> <li>2. September 4, 2012 Improvements Committee Meeting</li> <li>3. September 4, 2012 Finance Committee Meeting</li> <li>4. September 6, 2012 Personnel Committee Meeting</li> </ul> </li> <li><b>c. Approval of Bills Paid Listing</b></li> </ul>	5:10
<b>9.</b>	<b>STAFF REPORTS (Receive and File) (5 min.)</b> <ul style="list-style-type: none"> <li>a. General Manager's Report</li> <li>b. Administration/Financial Report</li> <li>c. Security Report</li> <li>d. Water/Wastewater/Drainage Report</li> </ul>	5:15
<b>10.</b>	<b>CORRESPONDENCE (5 min.)</b>	5:20
<b>11.</b>	<b>APPROVE WATER SHORTAGE CONTINGENCY PLAN – Presentation By Lisa Maddaus, Maddaus Water Management (Discussion/Action) (Motion) (20 min.)</b>	5:25
<b>12.</b>	<b>APPROVE WATER USE FACTORS PROPOSAL (Discussion/Action) (Motion) (5 min.)</b>	5:45
<b>13.</b>	<b>RECEIVE UPDATE ON DUI ENFORCEMENT POLICY (Discussion/Action) (10 min.)</b>	5:50
<b>14.</b>	<b>APPROVE DUMP TRUCK PURCHASE PROPOSAL (Discussion/Action) (Motion) (5 min.)</b>	6:00

- 15. APPROVE WASTEWATER FACILITY PAVING PROJECT PROPOSAL** 6:05  
(Discussion/Action) (Motion) (5 min.)
- 16. APPROVE PROPOSED COOPERATIVE AGREEMENT FOR WATER REUSE EXPANSION FEASIBILITY STUDY** 6:10  
(Discussion/Action) (Motion) (5 min.)
- 17. APPROVE REGIONAL WATER AUTHORITY PROJECT AGREEMENTS** 6:15  
(Discussion/Action) (Motion) (Roll Call Vote) (5 min.)
- a. Regional Water Authority Project Agreement
  - b. Regional Water Authority Labor Compliance Agreement
- 18. APPROVE GENERAL MANAGER CONTRACT AMENDMENT** 6:20  
(Discussion/Action) (Motion) (5 min.)
- 19. REVIEW AND SELECT CONFERENCE/EDUCATION OPPORTUNITIES** 6:25  
(Discussion/Action) (Motion) (5 min.)
- 20. MEETING DATES/TIMES FOR THE FOLLOWING:** (5 min.) 6:30
- Next Regular Board Meeting:** October 17, 2012
- Candidates' Night:** October 25, 2012 (7:00 p.m.)
- Committee Meeting Schedule:**
- |                    |  |
|--------------------|--|
| ✚ Finance -        | Tuesday, October 2, 2012 at 8:30 a.m.  |
| ✚ Improvements –   | Tuesday, October 2, 2012 at 9:00 a.m.  |
| ✚ Security -       | Tuesday, October 2, 2012 at 10:00 a.m. |
| ✚ Communications - | Thursday, October 4, 2012 at 8:30 a.m. |
| ✚ Personnel -      | Thursday, October 4, 2012 at 9:00 a.m. |
| ✚ Joint Security - | T.B.A.                                 |
- 21. COMMENTS/SUGGESTIONS – BOARD MEMBERS AND STAFF** 6:35  
*In accordance with Government Code 54954.2(a), Directors and staff may make brief announcements or brief reports of their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.*
- 22. ADJOURNMENT (Motion)** 6:40

"In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting."

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is September 14, 2012. Posting locations are: 1) District Office; 2) Plaza Foods; 3) Rancho Murieta Association; 4) Murieta Village Association.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

Board of Directors Meeting

MINUTES

August 15, 2012

4:00 p.m. Closed Session - 5:00 p.m. Open Session

## **1. CALL TO ORDER/ROLL CALL**

President Roberta Belton called the meeting of the Board of Directors of Rancho Murieta Community Services District to order at 4:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Directors present were Roberta Belton, Richard Taylor, Betty Ferraro, Steven Mobley, and Gerald Pasek. Also present were Edward R. Crouse, General Manager; Darlene Gillum, Director of Administration; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

## **2. ADOPT AGENDA**

**Motion/Mobley** to adopt the agenda. **Second/Pasek. Ayes: Belton, Taylor, Ferraro, Mobley, and Pasek. Noes: None.**

## **3. SPECIAL ANNOUNCEMENTS AND ACTIVITIES**

None.

## **4. BOARD ADJOURNED TO CLOSED SESSION AT 4:05 P.M. TO DISCUSS THE FOLLOWING ITEMS:**

*Under Government Code 54956.9(a):* Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to 54956.9: Two Potential Cases.

*Conference with Legal Counsel* – Existing Litigation Pursuant to Government Code section 54956.9(a). Name of case: Rancho Murieta Community Services District v. Elk Grove Bilby Partners, LP, Sacramento County Superior Court Case No. 34-2011-00097778.

*Under Government Code 54956.8:* Real Property Negotiations - Real Property APN 128-0080-067; APN 128-0080-068; APN 128-0080-069; APN 128-0080-076; and APN 128-0100-029. Real Property Agency Negotiator: Edward R. Crouse, General Manager. Negotiating Party: Rancho Murieta 670, LLC. Under Negotiation: Price and Terms.

*Under Government Code 54957:* Public Employee Performance Review: General Manager.

*Under Government Code section 54957.6:* Conference with Labor Negotiator. Agency Designated Representative: Roberta Belton. Unrepresented Employee: District General Manager.

## **5/6. BOARD RECONVENED TO OPEN SESSION AT 5:01 P.M. AND REPORTED THE FOLLOWING:**

*Under Government Code 54956.9(a):* Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation Pursuant to 54956.9: Two Potential Cases. No reportable action.

*Conference with Legal Counsel* – Existing Litigation Pursuant to Government Code section 54956.9(a). Name of case: Rancho Murieta Community Services District v. Elk Grove Bilby Partners, LP, Sacramento County Superior Court Case No. 34-2011-00097778. No reportable action.

*Under Government Code 54956.8:* Real Property Negotiations - Real Property APN 128-0080-067; APN 128-0080-068; APN 128-0080-069; APN 128-0080-076; and APN 128-0100-029. Real Property Agency Negotiator: Edward R. Crouse, General Manager. Negotiating Party: Rancho Murieta 670, LLC. Under Negotiation: Price and Terms. No reportable action.

*Under Government Code 54957:* Public Employee Performance Review: General Manager. This item is carried over to the September 19, 2012 Board meeting.

*Under Government Code section 54957.6:* Conference with Labor Negotiator. Agency Designated Representative: Roberta Belton. Unrepresented Employee: District General Manager. This item is carried over to the September 19, 2012 Board meeting.

## **7. COMMENTS FROM THE PUBLIC**

None.

## **8. CONSENT CALENDAR**

**Motion/Ferraro** to adopt the consent calendar with the noted changed to the July 18, 2012 Board meeting minutes. **Second/Taylor. ROLL CALL VOTE: Ayes: Belton, Taylor, Ferraro, Mobley, and Pasek. Noes: None.**

## **9. STAFF REPORTS**

Under Agenda Item 9b, Director Pasek commented on there being three (3) payments to SMUD last month. President Belton stated that happens two (2) times a year. Darlene Gillum stated it is because of when the District receives the statement and when the District issues checks.

Under Agenda Item 9c, Ed Crouse reported that Rancho Murieta Association (RMA) stated that the request for RMA to participate in the Joint Security Committee meetings will need to be submitted in writing to the RMA Board so it can be placed on their Board meeting agenda for discussion and vote. Ed will be sending a letter to all the various organizations that had previously participated in the Joint Security Committee meetings.

Chief Remson stated that he will be making an offer for the vacant Gate Officer position.

Under Agenda Item 9d, Director Ferraro stated that the fountain at Pond 5 was not working this morning. Paul Siebensohn stated he will look into it and report it to RMA if any repairs are needed. Lisa Maddaus stated it was working when she went by today.

President Belton commented on the West Nile Virus. Paul Siebensohn stated that the District's website has information on West Nile Virus along with the link to Vector Control. Chief Remson stated that two (2) more dead birds tested positive for the West Nile Virus last week.

## **10. CORRESPONDENCE**

None.

## **11. REVIEW DISTRICT POLICY 2012-14, DUI VEHICLE STOP POLICY**

Ed Crouse gave a brief summary of Policy 2012-14 and stated that staff is looking for the Board to give direction on whether or not to proceed further with the policy.

The policy was developed to allow Security Patrol Officers to effect a voluntary vehicle stop, by using of flashing the yellow lights, for an incident where a suspected DUI driver is driving so erratically that it poses a threat to public health and safety. Before conducting the stop, Security will place a call to the California Highway Patrol (CHP) informing them of the suspected intoxicated driver. If the driver is found to be under the influence, the Security Patrol Officer may make a citizen's arrest and turn over the suspect to California Highway Patrol once they arrive. The policy will only be enforced inside the gates due to the concern of non-residents since Patrol Officers are security officers not law enforcement officers.

Director Mobley suggested getting RMA to make requiring drivers to pull over for District Patrol Officers a homeowner association rule. Director Pasek asked that Patrol Officers video tape all stops.

Linda Garcia commented on the policy, agrees with letting Patrol Officers pull over suspected DUI drivers and suggested that RMA make it a homeowner association rule and that anyone that does not pull over gets a fine. A discussion followed.

Mike Martel commented on his concerns with the policy, use of force, too much discretionary authority to Security, confrontations, enforcement only inside the gates, and that only a portion of the community wants this not the entire community. Mr. Martel suggested getting more input from the community. A discussion followed.

Director Taylor suggested that nothing more be done until Rancho Murieta Country Club (RMCC) and the other homeowner associations provide their comments, in writing. Chris Pasek asked that the policy be forwarded to her so she can get it on the agenda for the Rancho Murieta Country Club (RMCC) Board meeting next week.

By consensus, the Board agreed that nothing more be done until the District has heard back from RMCC, RMA and the other homeowner associations regarding this matter.

The Board took a break at 5:59 p.m. and returned at 6:01 p.m.

## **12. REVIEW WATER SHORTAGE CONTINGENCY PLAN – Presentation by Lisa Maddaus and Bill Maddaus, Maddaus Water Management**

Lisa Maddaus and Bill Maddaus, Maddaus Water Management, gave a PowerPoint presentation regarding the Water Shortage Contingency Plan. Topics covered included: monitoring and declaration of water shortages/droughts, a drought financial plan, and a drought communication outreach and education plan. A question and answer period followed.

Director Pasek suggested including a 12 month graph showing usage by type of home/lot.

## **13. PLACING DELINQUENT ACCOUNTS ON THE TAX ROLLS OF SACRAMENTO COUNTY FOR COLLECTION**

Darlene Gillum gave a brief background and stated that the Board adopts this resolution annually in order to place delinquent special taxes/charges on the Sacramento County tax rolls. The County purchases these delinquencies, using the Teeter Plan, and the District receives payment from the County dollar for dollar.

President Belton opened the public hearing at 6:49 p.m. and asked for public comments. There were no comments.

President Belton closed the public hearing at 6:50 p.m.

**Motion/Mobley** to adopt Resolution 2012-09 placing delinquent water, sewer, solid waste, security and/or drainage charges/taxes on the Sacramento County tax rolls to be purchased by Sacramento County under the Teeter Plan. **Second/Taylor. Roll Call Vote; Ayes: Belton, Taylor, Ferraro, Mobley and Pasek. Noes: None.**

**14. ADOPT DISTRICT ORDINANCE 2011-02 AMENDING CHAPTER 8 OF THE DISTRICT CODE, THE COMMUNITY FACILITIES FEE CODE, SECTION 3.00**

Ed Crouse gave a brief summary of the recommendation to adopt Ordinance 2012-02. These adjustments are done annually. The first reading of the Ordinance was conducted at the July Board meeting.

**Motion/Belton** to adopt District Ordinance 2012-02, an Ordinance amending District Code Chapter 8, the Community Facilities Fee Code, Section 3.00, to increase the Water Supply Augmentation and the Community Parks fees. **Second/Mobley. Roll Call Vote; Ayes: Belton, Taylor, Ferraro, Mobley and Pasek. Noes: None.**

**15. ADOPT DISTRICT POLICY 2012-05, DISTRICT DRIVING POLICY**

Darlene Gillum gave a brief summary of the recommendation to adopt District Policy 2012-05.

**Motion/Ferraro** to adopt District Policy 2012-05, District Driving Policy. This policy supersedes District Policy 85-2. **Second/Mobley. Roll Call Vote; Ayes: Belton, Taylor, Ferraro, Mobley and Pasek. Noes: None.**

**16. ADOPT DISTRICT POLICY 2012-13, PERSONAL PROPERTY POLICY**

President Belton gave a brief summary of the recommendation to adopt District Policy 2012-13.

**Motion/Belton** to adopt District Policy 2012-13, Personal Property Policy. **Second/Pasek. Roll Call Vote; Ayes: Belton, Taylor, Ferraro, Mobley and Pasek. Noes: None.**

**17. ADOPT NON-REPRESENTED SALARY RANGE CPI ADJUSTMENT**

Darlene Gillum gave a brief summary of the recommendation to adopt the 2012 non-represented salary ranges. This adjustment is for salary ranges, not to pay. President Belton commented on conducting another salary survey. Darlene stated that 7 of the 13 agencies that were surveyed had given a 2% to 5% increase. Roseville and Folsom gave 5%. A discussion followed.

**Motion/Taylor** to adopt the 2012 Non-represented Salary Ranges, which have been adjusted by the 2011 annual average change in the Bureau of Labor Statistics CPI of 3.2%, effective July 1, 2012. In subsequent years, new non-represented salary ranges will be effective April 1<sup>st</sup> to align with the April annual review date approved in the Pay for Performance Manual update. **Second/Mobley. Roll Call Vote: Ayes: Belton, Taylor, Ferraro, Mobley, Noes: Pasek.**



**18. APPROVE GENERAL MANAGER CONTRACT AMENDMENT**

This item is carried over to the September 19, 2012 District Board meeting.

**19. REVIEW AND SELECT CONFERENCE/EDUCATION OPPORTUNITIES**

President Belton will be attending the CSDA Annual Conference.

**20. MEETING DATES/TIMES**

No changes to the August meeting dates/times.

**21. COMMENTS/SUGGESTIONS – BOARD MEMBERS AND STAFF**

Chief Remson reminded everyone that school starts tomorrow. PTF will be putting some boulders around the gates they installed. There have been two (2) DUI arrests in the last two (2) weeks.

Mike Martel commented on the 1978 RMPI agreement granting residents access to the river, providing trails to the river and the possibility of the residents staging a protest to gain access.

Director Mobley thanked staff for their work on the DUI policy.

Ed Crouse gave a brief report on the August 2012 Presidents and General Managers meeting. Items discussed included the recycled water feasibility study, new north gate update, and the PTF gates. Ed spoke with Barb Vaith from Murieta Village, Nick Arther from RMA and Arnie Billingsley from RMCC regarding the DUI policy. A meeting with developers regarding the feasibility study is scheduled for next week.

Director Pasek requested the conservation pricing be put on the September Finance Committee meeting agenda and that approval for use of Clementia Reservoir be put on the September Improvements Committee meeting agenda.

Director Pasek asked about the status of the District taking over some of the PTF property. Ed Crouse stated not at this time as the property is going into escrow.

President Belton thanked staff and District Legal Counsel for their work on the DUI policy.

Darlene Gillum stated the household hazardous waste event will be held on September 22, 2012 at the FAA Building. More information to come.

Suzanne stated that the next e-waste curbside collection is scheduled for October 1, 2012.

**22. ADJOURNMENT**

**Motion/Ferraro** to adjourn at 7:32 p.m. **Second/Pasek. Ayes: Belton, Taylor, Ferraro, Mobley, and Pasek. Noes: None.**

Respectfully submitted,

Suzanne Lindenfeld  
District Secretary

## MEMORANDUM

Date: September 4, 2012  
To: Board of Directors  
From: Security Committee Staff  
Subject: September 4, 2012 Security Committee Meeting

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Director Mobley called the meeting to order at 8:30 a.m. Present were Directors Ferraro and Mobley. Present from District staff were Darlene Gillum, Director of Administration; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

### **COMMENTS FROM THE PUBLIC**

None.

### **MONTHLY OPERATIONS REVIEW**

#### **Operations**

There were two (2) DUI arrests in August. One (1) occurred at the North Gate (a permanent guest) and one (1) at the South Gate (a resident). California Highway Patrol (CHP) responded and both drivers were arrested.

There were no major incidents resulting from Summerfest. There were a few back-ups at the North Gate, which is to be expected.

Interviews for the vacant Gate Officer position will be conducted. The candidate selected from the last interview process was not available. In addition, a Gate Officer has an illness that will keep her off work for about three (3) weeks. The other Gate Officers will be working overtime to cover the shifts.

PTF is still in the process of adding either boulders or fencing next to the gates to prevent vehicle access. Walking and bicycle use are still permitted.

#### **Incidents of Note**

On August 31, 2012, a non-Rancho Murieta Country Club (RMCC) member was walking his dog on the golf course when a RMCC member approached him and words were exchanged. Sacramento Sheriff's Department (SSD) was called. SSD cited and released the RMCC member on assault charges.

On August 31, 2012, an intoxicated passenger fell out of a moving golf cart at RMCC. The passenger was transported to the hospital by ambulance. The driver, who had been drinking, was transported home.

On September 2, 2012, there was an attempted theft of an ATM machine at the Country Store. The Gate Officer (North) noticed the lights out and heard a loud crash, and contacted District Patrol Officer. The Patrol Officer followed the suspect's vehicle a short distance and observed it turn on to Van Vleck property. The vehicle was later found on the property. It was reported stolen from Stockton.

On September 3, 2012, a father and son were riding their bikes on the trails when the son fell off his bike. He was airlifted to the hospital. No word on his condition.

### **RMA Citations/Advisals**

Chief Remson reported on the following Rancho Murieta Association (RMA) rule violation citations for the month of August included: 44 stop sign and 16 speeding. RMA rule violation admonishments and/or complaints for the month of August included: 40 loose/off leash dogs, 27 open garage doors, and 23 barking dogs.

### **RMA Compliance/Grievance/Safety Committee Meeting**

The meeting was held on August 6, 2012. There were appearances regarding a dog, and letters submitted regarding parking, and stop signs. The next meeting will be on September 10, 2012.

At the September meeting, Chief Remson will provide the information RMA requested regarding the proposed DUI enforcement would be provided.

### **Joint Security Committee Meeting**

Ed Crouse sent out letters to various entities asking for participation in the Joint Security Committee Meeting. The RMA Board of Directors has agreed, along with Murieta Village and the PTF representative.

### **James L. Noller Safety Center**

The Safety Center has been open on Monday and Wednesday from 10:00 a.m. to 2:00 p.m. It is also available to all law enforcement officers for report writing, meal breaks and any other needs that arise.

### **New North Gate**

Nothing new to report.

### **DUI ENFORCEMENT UPDATE**

Chief Remson reported that on average, there are three (3) DUI arrests a year inside the gates. California Highway Patrol averages 1 to 2 DUI arrests a year that originate on Jackson Road and end inside the gates. So far this year, there have been six (6).

Four (4) other homeowner associations (HOA) were contacted and of those four (4), three (3) of them conduct vehicle stops for DUI, stop sign and speeding; one (1) of which is easing up on their enforcement. Three (3) of them use radar for speeding stops. None conduct vehicle pursuits that involve speeding. First option is to take the person home, not to arrest. These HOAs have a rule

regarding failure to stop for Security's amber lights, which results in a fine on the first contact. A discussion followed.

Carl Gaither commented on his concerns with the policy and that he feels RMA wants things left the way they currently are, no DUI enforcement involving traffic stops.

Director Ferraro requested, and Director Mobley agreed, to have the matter carried over to the October Security Committee meeting for further discussion, along with Agenda Item 5.

**REVIEW SECURITY SURVEY**

Continued to the October Security Committee meeting.

**DIRECTOR & STAFF COMMENTS**

None.

**ADJOURNMENT**

The meeting adjourned at 9:17 a.m.

DRAFT

## MEMORANDUM

Date: September 4, 2012  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: September 4, 2012 Committee Meeting Minutes

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Director Pasek called the meeting to order at 9:18 a.m. Present were Directors Ferraro and Pasek. Present from District staff were Darlene Gillum, Director of Administration; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

### COMMENTS FROM THE PUBLIC

None.

### RECEIVE GRANT UPDATE

#### **New Bureau of Reclamation Grant**

Darlene Gillum stated the District is still waiting to receive the formal grant agreement approvals.

### CLEMENTIA RESERVOIR – NEXT STEPS FOR DRINKING WATER USE

Paul Siebensohn stated that dialogue with the Health Department began in 2010. In April of 2011, per their direction, the District applied for the water permit to be put into the District's name. The District is still waiting to hear back on the status. Paul stated he is trying to get clarification on the length of time there has to be no body contact for the water to be used. A discussion followed.

### APPROVE DUMP TRUCK PURCHASE

Paul Siebensohn gave a summary of the recommendation to approve the proposal from United Rentals for the purchase of a used dump truck. Paul stated he is trying to get new tires for the truck included in the price. **This item will be on the September 19, 2012 Board of Directors meeting agenda.**

### APPROVE WASTEWATER FACILITY PAVING PROJECT PROPOSAL

Paul Siebensohn gave a summary of the recommendation to approve the proposal from Folsom Lake Asphalt for the paving project at the wastewater facility. **This item will be on the September 19, 2012 Board of Directors meeting agenda.**

### APPROVE 6B GENERATOR REPLACEMENT PROPOSAL

Paul Siebensohn gave a summary of the recommendation to approve the proposal from Cummins West for the purchase of an LP Generator. **This item will be on the September 19, 2012 Board of Directors meeting agenda.**

### WATER USE FACTORS - PROPOSAL FROM MADDAUS WATER MANAGEMENT

Director Pasek requested the report include their recommendation if moving the amount from 750 gpd. **This item will be on the September 19, 2012 Board of Directors meeting agenda.**

**AUGMENTATION WELL PROJECT**

**Geophysical Work Update**

Paul Siebensohn gave a brief summary of geophysical work that was conducted. The District should receive the final report in the next two (2) weeks.

**RWA Project Agreement**

No discussion.

**RWA Labor Compliance Agreement**

No discussion.

**DIRECTORS' & STAFF COMMENTS/SUGGESTIONS**

Director Pasek commented on there not being any taste issues so far this year.

**ADJOURNMENT**

The meeting was adjourned at 10:00 a.m.

DRAFT

## MEMORANDUM

Date: September 4, 2012  
To: Board of Directors  
From: Finance Committee Staff  
Subject: September 4, 2012 Finance Committee Meeting

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Director Pasek called the meeting to order at 10:04 a.m. Present were Directors Belton and Pasek. Present from District staff were Darlene Gillum, Director of Administration; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

### COMMENTS FROM THE PUBLIC

None.

### RECEIVE GRANT UPDATE

#### DWR Grant for Augmentation Well

Darlene Gillum stated the grant agreement has been finalized and sent to the grant recipients for review and signature.

#### New Bureau of Reclamation Grant

Darlene stated the District is still waiting to receive the formal grant agreement.

### ELK GROVE-BILBY PARTNERS, L.P., FORECLOSURE

Darlene stated that she has received the updated schedule from the County for signature and then returned, which should be done by the end of the week. Once that has been completed, the foreclosure will move forward.

### CONSERVATION PRICING SOFTWARE UPGRADES

Darlene stated that the software program is ready to go. Director Pasek requested a test be done to be sure it runs correctly.

### CREDIT CARD PROCESSING FEE UPDATE

Darlene stated she will forward the contract to District legal counsel for review before proceeding. Director Pasek suggested the goal be for January 2013 to start which gives plenty of time for notice to be given to the residents.

### DIRECTORS' & STAFF COMMENTS/SUGGESTIONS

Director Belton asked if the District received any information yet on the property tax. Darlene stated she has not received anything yet.

### ADJOURNMENT

The meeting was adjourned at 10:20 a.m.

## MEMORANDUM

Date: September 6, 2012  
To: Board of Directors  
From: Personnel Committee Staff  
Subject: September 6, 2012 Personnel Committee Meeting

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Director Belton called the meeting to order at 9:03 a.m. Present were Directors Belton and Taylor. Present from District staff were Edward R. Crouse, General Manager; Darlene Gillum, Director of Administration; Greg Remson, Security Chief; Paul Siebensohn, Director of Field Operations; and Suzanne Lindenfeld, District Secretary.

### COMMENTS FROM THE PUBLIC

None.

### UPDATES

#### Employee Relations

Chief Remson reported that interviews will be held today and tomorrow for the vacant Gate Officer position. Another Gate Officer is out on sick leave for three (3) weeks. Staff is filling in where needed.

Paul Siebensohn reported everything is running fine. The Temporary Utility Worker position will be let go soon as the hours for the position are nearing the maximum allowed.

Darlene Gillum reported that everything is running smooth. The auditor is here for the week.

### DIRECTORS' & STAFF COMMENTS/SUGGESTIONS

Chief Remson gave an update on the suspected drowning that occurred at the Villas on Tuesday night/Wednesday morning. Alcohol may have been a factor. Director Belton suggested the District take a closer look at the proposed DUI enforcement policy.

Darlene Gillum reported the household hazardous waste event is scheduled for Saturday, September 22, 2012 at the FAA building.

Ed Crouse reported the District has received the amended Elk Grove Bilby judgment. Sale of the property will be scheduled after the signed original judgment has been filed.

**CLOSED SESSION: Under Government Code 54957: *Public Employee Performance Review: General Manager.***

Adjourned to Closed Session at 9:18 a.m.

### ADJOURNMENT

The meeting was adjourned at 10:08 a.m.



## MEMORANDUM

Date: September 12, 2012  
 To: Board of Directors  
 From: Darlene Gillum, Director of Administration  
 Subject: Bills Paid Listing

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Enclosed is the Bills Paid Listing Report for **August 2012**. Please feel free to call me before the Board meeting regarding any questions you may have relating to this report. This information is provided to the Board to assist in answering possible questions regarding large expenditures.

The following major expense items (excluding payroll related items) are listed *in order as they appear* on the Bills Paid Listing Report:

Vendor	Project/Purpose	Amount	Funding
County of Sacramento, Environmental Eng	Annual Permits	\$7,108.00	Operating Expense
County of Sacramento	2 <sup>nd</sup> Quarter Waste Disposal	\$8,196.16	Operating Expense
GOLDAK, Inc.	Aquaphon Pro Kit	\$7,627.76	Operating Expense
JB Bostick Company	Multiple Street Repairs	\$14,545.00	Operating Expense
SMUD	Monthly Electric	\$37,513.22	Operating Expense
California Waste Recovery Systems	Solid Waste Contract	\$42,413.99	Operating Expense
Central Fence Co.	WWRP Fencing Project	\$16,869.00	Reserve Expenditure
NTU Technologies, Inc.	Chemicals	\$11,983.30	Operating Expense
Tesco Controls	WWRP PLC Upgrade Sonic Batteries	\$10,800.00 <u>\$306.52</u> \$11,106.52	Reserve Expenditure Operating Expense
Biosolids Recycling, Inc.	Remove & Dispose Biosolids	\$10,760.51	Operating Expense
Golden State Flow Measurement	VXU Meter Reading Equipment	\$19,645.52	Reserve Expenditure
Maddaus Water Management	Water Shortage Contingency Plan	\$6,780.0	Reserve Expenditure
NTU Technologies, Inc.	Chemicals	\$11,244.38	Operating Expense
SMUD	Monthly Electric	\$35,788.98	Operating Expense
Sacramento Metropolitan Air Quality	Annual Permit	\$8,705.00	Operating Expense

**Rancho Murieta Community Services District**  
**Bills Paid Listing for August 2012**

Ck Number	Date	Vendor	Amount	Purpose
CM25535	8/1/2012	Ford Motor Credit Company LLC	\$234.78	Security Vehicle Lease
CM25536	8/3/2012	Ace Hardware	\$479.44	Monthly Supplies
CM25537	8/3/2012	Action Cleaning Systems	\$62.97	Cleaning Supplies
CM25538	8/3/2012	Aestiva	\$1,032.07	Annual Support
CM25539	8/3/2012	All Electric Motors, Inc.	\$1,241.21	Repair Clearwell Pump-Plant #2
CM25540	8/3/2012	Paul Anderson	\$1,852.30	District Claim
CM25541	8/3/2012	Aramark Uniform Services	\$149.66	Uniform Service - Water
CM25542	8/3/2012	Baxter Auto Parts Headquarters	\$6.78	Radiator Cap - MLN
CM25543	8/3/2012	Gus Branda	\$2,847.47	District Claim
CM25544	8/3/2012	California Public Employees' Retirement Sys	\$30,965.72	Payroll
CM25545	8/3/2012	Caltronics Business Systems	\$320.02	Printer Cartridge
CM25546	8/3/2012	Cell Energy Inc.	\$422.35	Auto Dialer Alarm Batteries
CM25547	8/3/2012	Clean Lakes, Inc.	\$5,200.00	Algae Treatment - Chesbro
CM25548	8/3/2012	County of Sacramento, Environmental Mgt. De	\$7,108.00	Annual Permits
CM25549	8/3/2012	County of Sacramento	\$8,196.16	2nd Quarterly Waste Disposal
CM25550	8/3/2012	Daily Journal Corporation	\$466.96	Publish Ordinance #2012-02, subscription renewal
CM25551	8/3/2012	Dell Financial Services	\$125.05	Printer Cartridges
CM25552	8/3/2012	Dept. of Public Health, ELAP Branch	\$1,455.00	WWRP Lab Cert Renewal
CM25553	8/3/2012	Employment Development Department	\$2,519.81	Payroll
CM25554	8/3/2012	Environmental Resource Associates	\$132.93	Chlorine QC Test
CM25555	8/3/2012	Express Office Products, Inc.	\$185.52	Office Supplies
CM25556	8/3/2012	Gempler's, Inc.	\$163.78	Supplies
CM25557	8/3/2012	GOLDAK, INC.	\$7,627.76	Aquaphon Pro Kit
CM25558	8/3/2012	Golden State Flow Measurement	\$5,532.54	Water Meters
CM25559	8/3/2012	Government Finance Officers	\$160.00	Annual Membership
CM25560	8/3/2012	Guardian Life Insurance	\$4,736.71	Payroll
CM25561	8/3/2012	Howe It's Done	\$229.95	Board Meeting Dinner
CM25562	8/3/2012	J B Bostick Company	\$14,545.00	Street Repairs
CM25563	8/3/2012	Kirby's Pump & Mechanical Inc.	\$5,152.38	Paco Pump Repair - Cantova
CM25564	8/3/2012	Lisa Wood Design	\$845.84	WaterSmart Banners
CM25565	8/3/2012	MWH Laboratories	\$250.00	Geosmin/MIB Analysis
CM25566	8/3/2012	Nationwide Retirement Solution	\$1,844.00	Payroll
CM25567	8/3/2012	Operating Engineers Local Union No. 3	\$507.75	Payroll
CM25568	8/3/2012	P. E. R. S.	\$12,531.79	Payroll
CM25569	8/3/2012	Pac Machine Co., Inc.	\$3,563.60	Pump Repair - 6a Lift Station
CM25570	8/3/2012	PERS Long Term Care Program	\$138.76	Payroll
CM25571	8/3/2012	Rockhurst University Continuing Ed. Center	\$278.60	Training
CM25572	8/3/2012	Romo Landscaping	\$710.00	Monthly Landscaping
CM25573	8/3/2012	S. M. U. D.	\$37,513.22	Monthly Electric
CM25574	8/3/2012	Sacramento Bee	\$239.20	Subscription Renewal
CM25575	8/3/2012	Sacramento County Sheriff's Dept.	\$54.00	Employment LiveScan

**Rancho Murieta Community Services District**  
**Bills Paid Listing for August 2012**

Ck Number	Date	Vendor	Amount	Purpose
CM25576	8/3/2012	Sacramento Uniforms	\$283.53	Security Uniform
CM25577	8/3/2012	Sage Software, Inc.	\$297.08	Annual Support
CM25578	8/3/2012	Sierra Chemical Co.	\$1,186.38	Chemicals
CM25579	8/3/2012	Special District Leadership Foundation	\$65.00	Special District Gov't Certification
CM25580	8/3/2012	State Lands Commission	\$100.00	Right of Way Lease
CM25581	8/3/2012	TASC	\$124.61	Payroll
CM25582	8/3/2012	U.S. Bank Corp. Payment System	\$4,288.65	Monthly Gasoline
CM25583	8/3/2012	Underground Service Alert of No. Cal & Neva	\$150.00	Annual Membership
CM25584	8/3/2012	USA Blue Book	\$2,113.18	Supplies
CM25585	8/3/2012	Valley Rubber & Gasket Co., Inc.	\$1,155.75	Equipment Maintenance
CM25586	8/3/2012	Vision Service Plan (CA)	\$417.31	Payroll
CM25587	8/3/2012	Yale Pacific, Inc.	\$2,480.56	Forklift Repair
EFT	8/6/2012	Internal Revenue Service	\$9,891.28	Bi-Weekly Payroll Taxes
EFT	8/15/2012	Internal Revenue Service	\$418.09	Payroll Taxes
EFT	8/16/2012	US Postmaster	\$1,500.00	Postage
CM25589	8/17/2012	B.S.I.S.	\$98.00	Firearms Card Renewal-Remson
CM25590	8/17/2012	B.S.I.S.	\$35.00	Security Guard Card Renewal-Remson
CM25591	8/17/2012	A&D Automatic Gate and Access	\$180.00	Check Voided - printer error
CM25592	8/17/2012	Allied Waste Services #922	\$332.57	Check Voided - printer error
CM25593	8/17/2012	American Express	\$1,213.20	Check Voided - printer error
CM25594	8/17/2012	Applications By Design, Inc.	\$125.00	Check Voided - printer error
CM25595	8/17/2012	Aramark Uniform Services	\$98.89	Check Voided - printer error
CM25596	8/17/2012	Pape Material Handling Exchange	\$555.42	Check Voided - printer error
CM25597	8/17/2012	CALPELRA	\$350.00	Check Voided - printer error
CM25598	8/17/2012	California Waste Recovery Systems	\$42,413.99	Check Voided - printer error
CM25599	8/17/2012	Carrillo Enterprises	\$6,306.30	Check Voided - printer error
CM25600	8/17/2012	Amy Carter	\$94.82	Check Voided - printer error
CM25601	8/17/2012	CDW Government Inc.	\$241.96	Check Voided - printer error
CM25602	8/17/2012	Cell Energy Inc.	\$587.85	Check Voided - printer error
CM25603	8/17/2012	Central Fence Co.	\$16,869.00	Check Voided - printer error
CM25604	8/17/2012	Brian Chenoweth	\$2,550.00	Check Voided - printer error
CM25605	8/17/2012	Costco Wholesale	\$842.92	Check Voided - printer error
CM25606	8/17/2012	Department of Justice	\$64.00	Check Voided - printer error
CM25607	8/17/2012	Employment Development Department	\$2,598.81	Check Voided - printer error
CM25608	8/17/2012	Express Office Products, Inc.	\$652.51	Check Voided - printer error
CM25609	8/17/2012	Fastsigns #60601	\$426.35	Check Voided - printer error
CM25610	8/17/2012	Folsom Lake Fleet Services	\$318.26	Check Voided - printer error
CM25611	8/17/2012	Ford Motor Credit Company LLC	\$234.78	Check Voided - printer error
CM25612	8/17/2012	Janet Frank	\$100.00	Check Voided - printer error
CM25613	8/17/2012	Fred Pryor Seminars/CareerTrack	\$99.00	Check Voided - printer error
CM25614	8/17/2012	GOLDAK, INC.	\$4,289.42	Check Voided - printer error

**Rancho Murieta Community Services District**  
**Bills Paid Listing for August 2012**

Ck Number	Date	Vendor	Amount	Purpose
CM25615	8/17/2012	Golden State Flow Measurement	\$3,897.75	Check Voided - printer error
CM25616	8/17/2012	Hach Company	\$1,464.09	Check Voided - printer error
CM25617	8/17/2012	Kirby's Pump & Mechanical Inc.	\$1,550.00	Check Voided - printer error
CM25618	8/17/2012	Murieta Plumbing	\$305.00	Check Voided - printer error
CM25619	8/17/2012	MWH Laboratories	\$250.00	Check Voided - printer error
CM25620	8/17/2012	Nationwide Retirement Solution	\$1,844.00	Check Voided - printer error
CM25621	8/17/2012	NTU Technologies, Inc.	\$11,983.30	Check Voided - printer error
CM25622	8/17/2012	Operating Engineers Local Union No. 3	\$507.75	Check Voided - printer error
CM25623	8/17/2012	Operator Certification Training, Inc.	\$250.00	Check Voided - printer error
CM25624	8/17/2012	P. E. R. S.	\$12,559.80	Check Voided - printer error
CM25625	8/17/2012	PERS Long Term Care Program	\$138.76	Check Voided - printer error
CM25626	8/17/2012	Public Agency Retirement Services	\$400.00	Check Voided - printer error
CM25627	8/17/2012	Rancho Murieta Association	\$280.47	Check Voided - printer error
CM25628	8/17/2012	Regional Water Authority	\$1.94	Check Voided - printer error
CM25629	8/17/2012	Sacramento County Sheriff's Dept.	\$2,362.56	Check Voided - printer error
CM25630	8/17/2012	Sacramento Local Agency Formation Commissio	\$868.00	Check Voided - printer error
CM25631	8/17/2012	Theodore Schaefer	\$349.40	Check Voided - printer error
CM25632	8/17/2012	Sierra Chemical Company	\$5,578.80	Check Voided - printer error
CM25633	8/17/2012	TASC	\$54.50	Check Voided - printer error
CM25634	8/17/2012	TASC	\$124.61	Check Voided - printer error
CM25635	8/17/2012	TelePacific Communications	\$480.77	Check Voided - printer error
CM25636	8/17/2012	Tesco Controls, Inc.	\$11,106.52	Check Voided - printer error
CM25637	8/17/2012	U.S. HealthWorks Medical Group, PC	\$728.56	Check Voided - printer error
CM25638	8/17/2012	W.W. Grainger Inc.	\$1,369.30	Check Voided - printer error
CM25639	8/17/2012	Western Exterminator Co.	\$453.50	Check Voided - printer error
CM25640	8/17/2012	Wilbur-Ellis Company	\$2,264.52	Check Voided - printer error
CM25641	8/17/2012	A&D Automatic Gate and Access	\$180.00	Repair Gate Arm-South Gate
CM25642	8/17/2012	Allied Waste Services #922	\$332.57	Container Service
CM25643	8/17/2012	American Express	\$1,213.20	Monthly Bill
CM25644	8/17/2012	Applications By Design, Inc.	\$125.00	Security Data Backup
CM25645	8/17/2012	Aramark Uniform Services	\$98.89	Uniform Service - Water
CM25646	8/17/2012	Bobcat of Sacramento	\$555.42	Repair Bobcat
CM25647	8/17/2012	CALPELRA	\$350.00	Annual Membership
CM25648	8/17/2012	California Waste Recovery Systems	\$42,413.99	Solid Waste Monthly Contract
CM25649	8/17/2012	Carrillo Enterprises	\$6,306.30	Line Repairs, Sludge Loading, Drying Bed #2
CM25650	8/17/2012	Amy Carter	\$94.82	Toilet Rebate
CM25651	8/17/2012	CDW Government Inc.	\$241.96	Battery/Power Strip
CM25652	8/17/2012	Cell Energy Inc.	\$587.85	Marine Batteries (3)
CM25653	8/17/2012	Central Fence Co.	\$16,869.00	WWRP Fencing Project
CM25654	8/17/2012	Brian Chenoweth	\$2,550.00	July IT Support
CM25655	8/17/2012	Costco Wholesale	\$842.92	Monthly Supplies

**Rancho Murieta Community Services District**  
**Bills Paid Listing for August 2012**

Ck Number	Date	Vendor	Amount	Purpose
CM25656	8/17/2012	Department of Justice	\$64.00	Employment Fingerprints
CM25657	8/17/2012	Employment Development Department	\$2,598.81	Payroll
CM25658	8/17/2012	Express Office Products, Inc.	\$652.51	Office Supplies
CM25659	8/17/2012	Fastsigns #60601	\$426.35	Logo Stickers Vehicle #221
CM25660	8/17/2012	Folsom Lake Fleet Services	\$318.26	Repair AC - #517
CM25661	8/17/2012	Ford Motor Credit Company LLC	\$234.78	Security Vehicle Lease
CM25662	8/17/2012	Janet Frank	\$100.00	Toilet Rebate
CM25663	8/17/2012	Fred Pryor Seminars/CareerTrack	\$99.00	Training
CM25664	8/17/2012	GOLDAK, INC.	\$4,289.42	Digital Pipe/Cable/Valve Locator
CM25665	8/17/2012	Golden State Flow Measurement	\$3,897.75	Water Meters
CM25666	8/17/2012	Hach Company	\$1,464.09	Maintenance & Repairs Supplies
CM25667	8/17/2012	Kirby's Pump & Mechanical Inc.	\$1,550.00	WWRP Pump & Motor Maintenance
CM25668	8/17/2012	Murieta Plumbing	\$305.00	Plumbing - Admin Bldg
CM25669	8/17/2012	MWH Laboratories	\$250.00	Geosmin/MIB Analysis
CM25670	8/17/2012	Nationwide Retirement Solution	\$1,844.00	Payroll
CM25671	8/17/2012	NTU Technologies, Inc.	\$11,983.30	Chemicals
CM25672	8/17/2012	Operating Engineers Local Union No. 3	\$507.75	Payroll
CM25673	8/17/2012	Operator Certification Training, Inc.	\$250.00	Training
CM25674	8/17/2012	P. E. R. S.	\$12,559.80	Payroll
CM25675	8/17/2012	PERS Long Term Care Program	\$138.76	Payroll
CM25676	8/17/2012	Public Agency Retirement Services	\$400.00	Trust Admin Fees
CM25677	8/17/2012	Rancho Murieta Association	\$280.47	Landscaping/Cable/Internet
CM25678	8/17/2012	Regional Water Authority	\$1.94	Toilet Rebate Program Mgmt Fees
CM25679	8/17/2012	Sacramento County Sheriff's Dept.	\$2,362.56	Off Duty Program
CM25680	8/17/2012	Sacramento Local Agency Formation Commissio	\$868.00	LAFCO Assessment
CM25681	8/17/2012	Theodore Schaefer	\$349.40	Refund Credit Balance
CM25682	8/17/2012	Sierra Chemical Company	\$5,578.80	Chemicals
CM25683	8/17/2012	TASC	\$54.50	Payroll
CM25684	8/17/2012	TASC	\$124.61	Payroll
CM25685	8/17/2012	TelePacific Communications	\$480.77	Monthly Phone Bill
CM25686	8/17/2012	Tesco Controls, Inc.	\$11,106.52	WWRP PLC Upgrade, Sonic Batteries
CM25687	8/17/2012	U.S. HealthWorks Medical Group, PC	\$728.56	Employee Medical Services
CM25688	8/17/2012	W.W. Grainger Inc.	\$1,369.30	Maintenance & Repairs Supplies
CM25689	8/17/2012	Western Exterminator Co.	\$453.50	Monthly Pest Control
CM25690	8/17/2012	Wilbur-Ellis Company	\$2,264.52	Chemicals
EFT	8/20/2012	Internal Revenue Service	\$10,011.25	Bi-Weekly Payroll Taxes
CM25691	8/31/2012	Action Cleaning Systems	\$1,172.00	Monthly Cleaning Service
CM25692	8/31/2012	Aramark Uniform Services	\$339.68	Uniform Service - Water
CM25693	8/31/2012	AT&T	\$1,298.99	Monthly Phone Bill
CM25694	8/31/2012	Axxess Controls Inc.	\$157.65	DSX Panel Batteries-South Gate
CM25695	8/31/2012	Biosolids Recycling, Inc.	\$10,760.51	Remove & Dispose Biosolids

**Rancho Murieta Community Services District**  
**Bills Paid Listing for August 2012**

Ck Number	Date	Vendor	Amount	Purpose
CM25696	8/31/2012	Cabela's Marketing and Brand Management Inc	\$482.99	Electric Motor
CM25697	8/31/2012	Caltronics Business Systems	\$1,200.69	Admin Copier Monthly Maintenance
CM25698	8/31/2012	Cell Energy Inc.	\$118.06	Vehicle Battery #517
CM25699	8/31/2012	CLS Labs	\$2,953.72	Monthly Lab Tests
CM25700	8/31/2012	CPM	\$469.04	Hydrant Deposit Refund
CM25701	8/31/2012	Daily Journal Corporation	\$663.00	Publish Teeter Notice
CM25702	8/31/2012	Basil Douros	\$100.00	Toilet Rebate
CM25703	8/31/2012	Employment Development Department	\$2,652.57	Payroll
CM25704	8/31/2012	Environmental Resource Associates	\$453.49	Proficiency Test
CM25705	8/31/2012	Eurofins Eaton Analytical, Inc.	\$250.00	MIB & Geosmin Samples
CM25706	8/31/2012	Ewing Irrigation Products, Inc.	\$2,026.04	Admin Bldg Irrigation System Maintenance
CM25707	8/31/2012	Express Office Products, Inc.	\$82.17	Office Supplies
CM25708	8/31/2012	Franchise Tax Board	\$142.28	Payroll
CM25709	8/31/2012	Gempler's, Inc.	\$279.17	Admin Bldg Landscape Maintenance
CM25710	8/31/2012	Golden State Flow Measurement	\$19,645.52	VXU Meter Reading Equipment
CM25711	8/31/2012	Groeniger & Company	\$1,307.03	Admin Bldg Irrigation System Maintenance
CM25712	8/31/2012	Howe It's Done	\$229.95	Board Meeting Dinner
CM25713	8/31/2012	J B Bostick Company	\$2,700.00	Street Repairs
CM25714	8/31/2012	JC's Excavating	\$480.00	Hydrant Deposit Refund
CM25715	8/31/2012	Kronick Moskovitz Tiedemann & Girard	\$4,280.58	Legal Consulting
CM25716	8/31/2012	Maddaus Water Management	\$6,780.00	Water Shortage Contingency Plan
CM25717	8/31/2012	Sharon Main	\$100.00	Toilet Rebate
CM25718	8/31/2012	McMaster-Carr Supply Co.	\$632.06	Maintenance & Repairs Supplies
CM25719	8/31/2012	Edward Monahan	\$78.66	Toilet Rebate
CM25720	8/31/2012	Nationwide Retirement Solution	\$1,844.00	Payroll
CM25721	8/31/2012	NTU Technologies, Inc.	\$11,244.38	Chemicals
CM25722	8/31/2012	Operating Engineers Local Union No. 3	\$487.44	Payroll
CM25723	8/31/2012	P. E. R. S.	\$12,304.72	Payroll
CM25724	8/31/2012	PERS Long Term Care Program	\$138.76	Payroll
CM25725	8/31/2012	Plaza Foods Supermarket	\$11.60	Supplies
CM25726	8/31/2012	Prodigy Electric	\$1,111.85	Replace UPS - Rio Oso
CM25727	8/31/2012	Professional Lock & Safe, Inc.,	\$888.52	"B" Lock Replacments
CM25728	8/31/2012	Fred Richardson	\$100.00	Toilet Rebate
CM25729	8/31/2012	Romo Landscaping	\$385.00	Landscaping
CM25730	8/31/2012	S. M. U. D.	\$35,788.98	Monthly Electric
CM25731	8/31/2012	Sacramento County Regional Parks	\$381.32	Hydrant Deposit Refund
CM25732	8/31/2012	Sacramento County Sheriff's Dept.	\$54.00	Employment LiveScan
CM25733	8/31/2012	Sacramento Metropolitan Air Quality Mgt. Di	\$8,705.00	Annual Permit
CM25734	8/31/2012	Sacramento Uniforms	\$230.41	Security Uniform
CM25735	8/31/2012	Selby's Soil Erosion Control Co., Inc.	\$950.00	Hydrant Deposit Refund
CM25736	8/31/2012	Sierra Chemical Co.	\$1,186.38	Chemicals

**Rancho Murieta Community Services District  
Bills Paid Listing for August 2012**

<b>Ck Number</b>	<b>Date</b>	<b>Vendor</b>	<b>Amount</b>	<b>Purpose</b>
CM25737	8/31/2012	Sierra Office Supplies	\$765.13	Return Envelopes
CM25738	8/31/2012	Sprint	\$562.49	Monthly Cell Phone
CM25739	8/31/2012	TASC	\$124.61	Payroll
CM25740	8/31/2012	The Westmark Group, Inc.	\$3,420.00	Groundwater Reporting
CM25741	8/31/2012	Univar USA Inc.	\$6,201.05	Chemicals
CM25742	8/31/2012	UPS	\$17.93	Shipping
CM25743	8/31/2012	USA Blue Book	\$3,209.42	Maintenance & Repairs Supplies
CM25744	8/31/2012	W.W. Grainger Inc.	\$2,034.53	Maintenance & Repairs Supplies
CM25745	8/31/2012	Yale Pacific, Inc.	\$708.24	Forklift Repair
EFT	8/31/2012	El DoradoSavings Bank	\$20.00	Bank Fees
EFT	8/31/2012	PremierWest Bank	\$86.00	Bank Fees
EFT	8/31/2012	Global Pay	\$1,193.67	Merchant Service Fees
EFT	8/31/2012	Payment Tech	\$830.49	Merchant Service Fees
		<b>TOTAL</b>	<b>\$495,785.47</b>	

**Rancho Murieta Community Services District  
Bills Paid Listing for August 2012**

Ck Number	Date	Vendor	Amount	Purpose
		<b>CFD#1 Bank of America Checking</b>		
CM2651	8/17/2012	CoreLogic Solutions, LLC.	\$165.00	CFD#1 Admin Fee
CM2652	8/17/2012	Rancho Murieta CSD	\$4,800.00	CFD#1 Admin Fee
CM2653	8/31/2012	Kronick Moskowitz Tiedemann & Girard	\$1,367.00	CFD#1 Legal Fees
		<b>TOTAL</b>	<b>\$6,332.00</b>	
		<b>EL DORADO PAYROLL</b>		
<b>Payroll (El Dorado)</b>				
Checks: # CM10824 to CM10849 and Direct Deposits: DD05804 to DD5896			\$ 164,418.50	Payroll
EFT	8/31/2012	National Payment Corp	\$144.74	Payroll
		<b>TOTAL</b>	<b>\$164,563.24</b>	



## MEMORANDUM

Date: September 14, 2012  
To: Board of Directors  
From: Edward R. Crouse, General Manager  
Subject: General Manager's Report

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The following are highlights since our last Board Meeting.

### **Employee Relations**

Other than Security staff changes, September is typically a quiet month for personnel related activities.

### **Finance/IT**

Larry Bain, our auditor, was out September 4 - 7, 2012. He hopes to complete the draft audit in time for the November Finance committee meeting.

Darlene will be working on our State Controller's report with input from our audit. The State Controller's report is due annually in October.

Debby is working with District employees on the upcoming CALPERS medical enrollment from mid September to mid October. This is the annual time when employees can change medical coverage, unless there is a life-changing event after January 1.

Debby, Greg and our network consultant are continuing with their efforts to get the security network server on line. We have gone back and forth with ABDI software upgrades and upgrades to our laser reader software, to bring the new server on line. We should have it truly debugged soon.

### **Security**

Greg is conducting a second round of interviews and selection for the open Gate Officer position. Our earlier candidate failed to show up hence the new interviews and selection. In the mean time, staff is covering shifts with a little overtime.

Another Gate Officer is out for a short leave to address medical issues. We hope to have the Officer back in a couple of weeks.

Greg is working with the Murieta Trail Stewardship (MTS) and Sac Metro Fire on coordinating emergency response procedures for accidents on the mountain bike trails. The past two (2) incidents required helicopter evacuations. Those evacuations were delayed due to the pilots' difficulties in finding the location of the accident and finding an appropriate landing zone. MTS is developing a map of checkpoints to help guide response teams. Given our Patrol Officers'

knowledge of the back area, they will likely to be called upon to assist in leading the way to the accident.

No further action by PTF on increasing barriers and/or fencing to prevent residents from circling around the gates.

### **Water**

Water production this month is essentially flat from last month, at 2.8 mgd. We continue monitoring demand by checking drawdown of the above ground storage tanks.

Through August, Paul did not receive any taste and odor complaints. Thanks to Paul and his staff's efforts to stay on top and one step ahead of T&O. Seems as though our proactive T&O measure paid off this year.

### **Wastewater**

Flows into the plant continue to be low, especially for this time of year. As reported last month, we normally see flows of .40 mgd in late August or September.

Low incoming flows have finally caught up with us. Our secondary storage is at roughly 52 acre feet, well below the required 100 acre feet threshold for going into the winter. As a result, we are augmenting Rancho Murieta Country Club (RMCC) recycled water with deliveries from Clementia Reservoir. This situation also allows RMCC to begin depletion of their storage and assists in their winter season preparation of the recycled water lakes.

### **Drainage**

Paul and RMCC are down to the last strokes in preparation for repair of the Hole 15N culvert. We have a short window in late September to complete the work. Then it is on to preparing the drainage system for winter.

### **Solid Waste**

Nothing new to report on operations.

The Household Hazardous Waste Collection event is scheduled for Saturday, September 22, 2012.

Then next E-Waste Curbside Collection event is scheduled for Monday, October 1, 2012.

### **Grant Funding**

Both our DWR/RWA and Bureau of Reclamation grant award agreements are ready for our approval and signature. Both are included in our September Board packet for approval. Darlene has been working with the Bureau on providing trailing items and information needed to complete their approval checklist. Thanks Darlene.

## **Engineering**

### FSA negotiations

We met with Les Hock a couple of weeks ago and presented our response given our direction from last closed session. We will brief you of those discussions and the outcomes in closed session.

### Augmentation Well

The geophysical testing went well. A draft assessment report is due shortly but the results look promising so far. The current work validates our test well from 1995.

## **Conservation**

September is ***Water with the Weather*** month. We are offering irrigation related rebates to encourage more efficient late season watering.

## MEMORANDUM

Date: September 12, 2012  
 To: Board of Directors  
 From: Darlene Gillum, Director of Administration  
 Subject: Administration/Financial Reports

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Enclosed is a financial summary report for **August 2012**. Following are highlights from various internal financial reports. Please feel free to call me before the Board meeting regarding any questions you may have relating to these reports.

*This information is provided to the Board to assist in answering possible questions regarding under or over-budget items. In addition, other informational items of interest are included.*

**Water Consumption** - Listed below are year-to-date water consumption numbers using weighted averages:

	12 month rolling % increase	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Residences</b>	0.0	2512	2512										
	Weighted average	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Cubic Feet</b>	3065	2991	3126										
<b>Gallons per day</b>	746	746	779										

### **Lock-Offs**

For the month of August, there were 23 lock-offs.

**Aging Report** - Delinquent accounts total \$62,367 which is 10.9% of the total accounts receivable balance of \$569,765. Past due receivables, as a percent of total receivables, have decreased since July due to the write-off of 2011-2012 delinquent accounts to the Sacramento County Teeter Plan.

**Summary of Reserve Accounts as of August 31, 2012** – The District’s reserve accounts have increased \$94,726 year to date since July 1, 2012. The increase is due to the reserve amounts collected in the Water and Sewer base rates and interest earned. The District has expended \$44,845 of reserves since the beginning of the fiscal year, which started July 1, 2012. The total amount of reserves held by the District as of August 31, 2012 is \$8,631,629. Please see the Reserve Fund Balances table below for information by specific reserve account.

**Reserve Fund Balances**

<i>Reserve Descriptions</i>	<i>Fiscal Yr Beg Balance July 1, 2012</i>	<i>YTD Collected &amp; Interest Earned</i>	<i>YTD Spent</i>	<i>Period End Balance July 31, 2012</i>
Water Capital Replacement (200-2505)	2,534,416	34,408	(19,646)	2,549,178
Sewer Capital Replacement (250-2505)	2,710,606	45,883	(1,550)	2,754,939
Drainage Capital Replacement (260-2505)	50,015	0	(0)	50,015
Security Capital Replacement (500-2505)	51,164	0	(0)	51,164
Sewer Capital Improvement Connection (250-2500)	3,996	0	(0)	3,996
Capital Improvement (200-2510/250-2510)	437,939	0	(16,869)	421,070
Water Supply Augmentation (200-2511)	2,548,492	0	(6,780)	2,541,712
Water Debt Service Reserves (200-2512)	80,192	14,435	(0)	94,627
Sewer Debt Service Reserves (250-2512)	162,628	0	(0)	162,628
Rate Stabilization (200/250/500-2515)	2,300	0	(0)	2,300
<b>Total Reserves</b>	<b>8,581,748</b>	<b>94,726</b>	<b>(44,845)</b>	<b>8,631,629</b>

**PARS GASB 45 Trust:** The PARS GASB 45 Trust, which is the investment trust established to fund Other Post Employment Benefits, had the following returns:

Period ended July 31, 2012		
1-Month	3-Months	1-Year
0.91%	-0.35%	4.37%

**Financial Summary Report:**

**Revenues:**

**Water Charges**, year-to-date, are **above** budget \$15,864 or **4.0%**

**Sewer Charges**, year-to-date, are **above** budget \$299 or **0.1%**

**Drainage Charges**, year-to-date, are **below** budget \$81 or **(0.3%)**

**Security Charges**, year-to-date, are **below** budget \$44 or **0%**

**Solid Waste Charges**, year-to-date, are **below** budget \$5 or **0%**

**Total Revenues**, which include other income, property taxes and interest income year-to-date, are **above** budget \$24,199 or **2.4%**. Revenue areas that exceeded budget are primarily Water Charges, Reconnect Charges and Late Charges. Year to date residential Water usage exceeded budget projections by 4.4% and year to date commercial Water usage exceeded budget projections by 11.5%.

**Expenses: Year-to-date total operating expenses are below budget \$116,259 or 12.5%. Year-to-date operational reserve expenditures total \$6,780.** Operational reserve expenditures cover projects funded from reserves which are also recorded as operational expenses through the income statement as required by Generally Accepted Accounting Principles (GAAP).

**Water Expenses**, year-to-date, are **below budget \$56,357 or (20.7%), prior to reserve expenditures.** Areas running over budget are Chemicals, IT Maintenance and Miscellaneous Costs, which are related to a District Claim for damages. Wages and Employer Costs are under budget primarily due to the variance between the actual allocation of labor charges between Water, Sewer and Drainage and the forecasted budgetary allocation percentages and August payroll accruals which are not yet posted. Taste & Odor Chemicals, Equipment Rental, Maintenance & Repairs, Legal, Conservation and Training/Safety are running below budget. Year-to-date, \$6,780 of expenses have been incurred from reserves expenditures.

**Sewer Expenses**, year-to-date, are **below budget by \$5,482 or 3.2%, prior to reserve expenditures.** Wages and Employer Costs are over budget primarily due to the variance between the actual allocation of labor charges between Water, Sewer and Drainage and the forecasted budgetary allocation percentages. Areas running below budget are Chemicals, Maintenance & Repair, Equipment Rental and Training/Safety. Areas running over budget are Permits, Lab Tests and Sludge Removal. Year-to-date, there have been no expenses incurred from reserves expenditures.

**Drainage Expenses**, year-to-date, are **below budget by \$7,833 or (35.3%).** Year to date, all areas are running below budget.

**Security Expenses**, year-to-date, are **below budget by \$15,907 or (8.9%).** Wages and Employers Costs are below budget due to turn-over in gate personnel and August payroll accruals which are not yet posted. Areas running over budget are IT Systems Maintenance and Miscellaneous Costs, which are related to installation of the new Security Server.

**Solid Waste Expenses**, year-to-date, are **over budget by \$18 or 0%.**

**General Expenses**, year-to-date, are **below budget by \$30,698 or (16.1%).** Wages and Employers Costs are running below budget primarily due to August payroll accruals which are not yet posted. Travel/meetings, Grounds Maintenance (due to maintenance and repair of the lawn irrigation system) and Director Expenses/Reimbursements are the largest categories running over budget. Insurance, Legal, and IT Systems Maintenance are the largest areas running below budget.

**Net Income:** Year-to-date unadjusted net income, before depreciation, is \$238,063. Net income/(Loss) adjusted for estimated depreciation expense of \$203,711 is \$34,352.

The YTD expected net operating income before depreciation, per the 2012-2013 budget, is \$97,605. The actual net operating income is \$140,458 higher than the budget expectation due

to revenue running \$24,199 over budget and total operating expenses running under budget \$116,259.

**Rancho Murieta Community Services District**  
**Summary Budget Performance Report**  
**YTD THROUGH AUGUST 2012**

	% of Total	Annual Budget	% of Total	YTD Budget	YTD Actuals	% of Total	YTD VARIANCE	
							Amount	%
<b>REVENUES</b>								
Water Charges	31.4%	\$1,733,950	38.5%	\$394,980	\$410,844	39.1%	\$15,864	4.0%
Sewer Charges	22.5%	1,243,734	20.2%	207,220	207,519	19.8%	299	0.1%
Drainage Charges	3.2%	176,908	2.9%	29,486	29,405	2.8%	(81)	(0.3%)
Security Charges	21.2%	1,167,898	19.0%	194,650	194,606	18.5%	(44)	0.0%
Solid Waste Charges	11.1%	610,981	9.9%	101,830	101,825	9.7%	(5)	0.0%
Other Income	1.5%	84,375	1.3%	13,762	21,942	2.1%	8,180	59.4%
Interest Earnings	0.0%	1,700	0.0%	50	36	0.0%	(14)	(28.0%)
Property Taxes	9.1%	501,840	8.2%	83,640	83,640	8.0%		0.0%
<b>Total Revenues</b>	<b>100.0%</b>	<b>5,521,386</b>	<b>100.0%</b>	<b>1,025,618</b>	<b>1,049,817</b>	<b>100.0%</b>	<b>24,199</b>	<b>2.4%</b>
<b>OPERATING EXPENSES</b>								
<b>Water/Sewer/Drainage</b>								
Wages	13.8%	759,406	13.9%	128,700	119,072	14.7%	(9,628)	(7.5%)
Employer Costs	6.5%	356,819	6.3%	58,600	55,551	6.8%	(3,049)	(5.2%)
Power	5.9%	323,910	4.9%	45,725	46,845	5.8%	1,120	2.4%
Chemicals	4.8%	265,010	8.7%	80,340	52,098	6.4%	(28,242)	(35.2%)
Maint & Repair	6.3%	350,570	5.1%	47,160	26,392	3.3%	(20,768)	(44.0%)
Meters/Boxes	1.0%	55,000	0.9%	8,250	9,430	1.2%	1,180	14.3%
Lab Tests	1.4%	78,250	0.9%	8,250	8,478	1.0%	228	2.8%
Permits	1.1%	62,540	1.0%	9,400	17,369	2.1%	7,969	84.8%
Training/Safety	0.4%	23,340	0.8%	7,780	791	0.1%	(6,989)	(89.8%)
Equipment Rental	0.8%	43,000	0.9%	8,700	2,634	0.3%	(6,066)	(69.7%)
Other	7.1%	392,160	6.6%	60,917	55,490	6.8%	(5,427)	(8.9%)
<b>Subtotal Water/Sewer/Drainage</b>	<b>49.1%</b>	<b>2,710,005</b>	<b>50.0%</b>	<b>463,822</b>	<b>394,150</b>	<b>48.6%</b>	<b>(69,672)</b>	<b>(15.0%)</b>
<b>Security</b>								
Wages	11.1%	613,100	11.1%	102,900	93,759	11.6%	(9,141)	(8.9%)
Employer Costs	6.4%	351,300	6.1%	56,800	52,662	6.5%	(4,138)	(7.3%)
Insurance	0.1%	4,500	0.1%	750		0.0%	(750)	(100.0%)
Off Duty Sheriff Patrol	0.1%	6,000	0.1%	1,000		0.0%	(1,000)	(100.0%)
Other	1.9%	102,930	1.9%	17,528	16,650	2.1%	(878)	(5.0%)
<b>Subtotal Security</b>	<b>19.5%</b>	<b>1,077,830</b>	<b>19.3%</b>	<b>178,978</b>	<b>163,071</b>	<b>20.1%</b>	<b>(15,907)</b>	<b>(8.9%)</b>
<b>Solid Waste</b>								
CWRS Contract	9.7%	533,520	9.6%	88,920	88,936	11.0%	16	0.0%
Sacramento County Admin Fee	0.6%	33,960	0.6%	5,660	5,662	0.7%	2	0.0%
HHW Event	0.2%	12,000	0.0%			0.0%		0.0%
<b>Subtotal Solid Waste</b>	<b>10.5%</b>	<b>579,480</b>	<b>10.2%</b>	<b>94,580</b>	<b>94,598</b>	<b>11.7%</b>	<b>18</b>	<b>0.0%</b>
<b>General / Admin</b>								
Wages	9.1%	502,500	9.1%	84,900	73,560	9.1%	(11,340)	(13.4%)
Employer Costs	5.0%	275,200	4.8%	45,000	43,018	5.3%	(1,982)	(4.4%)
Insurance	1.0%	54,060	1.0%	9,010	7,486	0.9%	(1,524)	(16.9%)
Legal	0.5%	25,000	0.4%	4,000	1,386	0.2%	(2,614)	(65.4%)
Office Supplies	0.3%	19,200	0.3%	3,200	3,135	0.4%	(65)	(2.0%)
Director Meetings	0.3%	18,000	0.3%	3,000	2,900	0.4%	(100)	(3.3%)
Telephones	0.1%	4,320	0.1%	720	662	0.1%	(58)	(8.1%)
Information Systems	1.7%	95,400	2.0%	18,257	1,838	0.2%	(16,419)	(89.9%)
Community Communications	0.1%	5,900	0.1%	900	915	0.1%	15	1.7%
Postage	0.4%	21,780	0.4%	3,630	2,750	0.3%	(880)	(24.2%)
Janitorial/Landscape Maint	0.3%	16,800	0.3%	2,800	6,758	0.8%	3,958	141.4%
Other	2.1%	116,790	1.6%	15,216	15,527	1.9%	311	2.0%
<b>Subtotal General / Admin</b>	<b>20.9%</b>	<b>1,154,950</b>	<b>20.5%</b>	<b>190,633</b>	<b>159,935</b>	<b>19.7%</b>	<b>(30,698)</b>	<b>(16.1%)</b>
<b>Total Operating Expenses</b>	<b>100.0%</b>	<b>5,522,265</b>	<b>100.0%</b>	<b>928,013</b>	<b>811,754</b>	<b>100.0%</b>	<b>(116,259)</b>	<b>(12.5%)</b>
<b>Operating Income (Loss)</b>	<b>100.0%</b>	<b>(879)</b>	<b>100.0%</b>	<b>97,605</b>	<b>238,063</b>	<b>100.0%</b>	<b>140,458</b>	<b>143.9%</b>
<b>Non-Operating Expenses</b>								
Water Reserve Expenditure	0.0%		0.0%		6,780	100.0%	6,780	0.0%
<b>Total Non-Operating Expenses</b>	<b>0.0%</b>	<b></b>	<b>0.0%</b>	<b></b>	<b>6,780</b>	<b>100.0%</b>	<b>6,780</b>	<b>0.0%</b>
<b>Net Income (Loss)</b>	<b>100.0%</b>	<b>(879)</b>	<b>100.0%</b>	<b>97,605</b>	<b>231,283</b>	<b>100.0%</b>	<b>133,678</b>	<b>137.0%</b>



**Rancho Murieta Community Services District**  
**Budget Performance Report by FUND**  
**YTD THROUGH AUGUST 2012**

	% of Total	Annual Budget	% of Total	YTD Budget	YTD Actuals	% of Total	YTD VARIANCE Amount %	
<b>WATER</b>								
<b>REVENUES</b>								
Water Charges	98.7%	\$1,733,950	99.1%	\$394,980	\$410,844	98.6%	\$15,864	4.0%
Interest Earnings	0.0%		0.0%		11	0.0%	11	0.0%
Other Income	1.3%	22,055	0.9%	3,676	5,703	1.4%	2,027	55.1%
<b>Total Water Revenues</b>	<b>100.0%</b>	<b>1,756,005</b>	<b>100.0%</b>	<b>398,656</b>	<b>416,558</b>	<b>100.0%</b>	<b>17,902</b>	<b>4.5%</b>
<b>EXPENSES (excluding depreciation)</b>								
Wages	27.3%	410,082	25.5%	69,498	59,915	27.8%	(9,583)	(13.8%)
Employer Costs	12.8%	192,679	11.6%	31,644	27,810	12.9%	(3,834)	(12.1%)
Power	10.9%	164,450	7.1%	19,350	20,551	9.5%	1,201	6.2%
Chemicals	8.7%	130,300	8.0%	21,885	28,103	13.0%	6,218	28.4%
T&O - Chemicals/Treatment	4.1%	61,000	14.1%	38,350	12,114	5.6%	(26,236)	(68.4%)
Maint & Repair	11.0%	166,070	9.4%	25,660	11,045	5.1%	(14,615)	(57.0%)
Meters/Boxes	3.7%	55,000	3.0%	8,250	9,430	4.4%	1,180	14.3%
Lab Tests	2.7%	40,000	1.8%	5,000	2,455	1.1%	(2,545)	(50.9%)
Permits	2.1%	32,000	1.8%	5,000	7,188	3.3%	2,188	43.8%
Training/Safety	0.6%	9,140	1.1%	2,880	507	0.2%	(2,373)	(82.4%)
Equipment Rental	1.4%	21,500	1.8%	5,000	738	0.3%	(4,262)	(85.2%)
Other Direct Costs	14.8%	222,550	14.5%	39,493	35,797	16.6%	(3,696)	(9.4%)
<b>Operational Expenses</b>	<b>100.0%</b>	<b>1,504,771</b>	<b>100.0%</b>	<b>272,010</b>	<b>215,653</b>	<b>100.0%</b>	<b>(56,357)</b>	<b>(20.7%)</b>
<b>Water Income (Loss)</b>	<b>16.7%</b>	<b>251,234</b>	<b>46.6%</b>	<b>126,646</b>	<b>200,905</b>	<b>93.2%</b>	<b>74,259</b>	<b>58.6%</b>
<b>38.9% Net Admin Alloc</b>	<b>16.7%</b>	<b>250,948</b>	<b>15.2%</b>	<b>41,231</b>	<b>28,873</b>	<b>13.4%</b>	<b>(12,358)</b>	<b>(30.0%)</b>
<b>Reserve Expenditures</b>	<b>0.0%</b>		<b>0.0%</b>		<b>6,780</b>	<b>3.1%</b>	<b>6,780</b>	<b>0.0%</b>
<b>Total Net Income (Loss)</b>	<b>0.0%</b>	<b>286</b>	<b>31.4%</b>	<b>85,415</b>	<b>165,252</b>	<b>76.6%</b>	<b>79,837</b>	<b>93.5%</b>
<b>SEWER</b>								
<b>REVENUES</b>								
Sewer Charges	98.8%	1,243,734	98.8%	207,220	207,519	98.3%	299	0.1%
Interest Earnings	0.0%	180	0.0%	30	19	0.0%	(11)	(36.7%)
Other Income	1.2%	14,550	1.2%	2,424	3,526	1.7%	1,102	45.5%
<b>Total Sewer Revenues</b>	<b>100.0%</b>	<b>1,258,464</b>	<b>100.0%</b>	<b>209,674</b>	<b>211,064</b>	<b>100.0%</b>	<b>1,390</b>	<b>0.7%</b>
<b>EXPENSES (excluding depreciation)</b>								
Wages	27.7%	296,166	29.6%	50,193	51,476	31.4%	1,283	2.6%
Employer Costs	13.0%	139,160	13.5%	22,854	23,712	14.4%	858	3.8%
Power	13.5%	143,960	14.2%	24,085	24,678	15.0%	593	2.5%
Chemicals	7.4%	79,310	14.3%	24,205	17,262	10.5%	(6,943)	(28.7%)
Maint & Repair	16.2%	172,500	11.5%	19,500	14,759	9.0%	(4,741)	(24.3%)
Lab Tests	3.6%	38,250	1.9%	3,250	6,023	3.7%	2,773	85.3%
Permits	2.5%	26,540	2.6%	4,400	10,181	6.2%	5,781	131.4%
Training/Safety	1.3%	14,200	2.9%	4,900	284	0.2%	(4,616)	(94.2%)
Equipment Rental	1.5%	16,000	1.9%	3,200	1,896	1.2%	(1,304)	(40.8%)
Other Direct Costs	13.3%	141,510	7.7%	13,049	13,883	8.5%	834	6.4%
<b>Operational Expenses</b>	<b>100.0%</b>	<b>1,067,596</b>	<b>100.0%</b>	<b>169,636</b>	<b>164,154</b>	<b>100.0%</b>	<b>(5,482)</b>	<b>(3.2%)</b>
<b>Sewer Income (Loss)</b>	<b>17.9%</b>	<b>190,868</b>	<b>23.6%</b>	<b>40,038</b>	<b>46,910</b>	<b>28.6%</b>	<b>6,872</b>	<b>17.2%</b>
<b>29.7% Net Admin Alloc</b>	<b>17.9%</b>	<b>191,598</b>	<b>18.6%</b>	<b>31,480</b>	<b>22,045</b>	<b>13.4%</b>	<b>(9,435)</b>	<b>(30.0%)</b>
<b>Total Net Income (Loss)</b>	<b>-0.1%</b>	<b>(730)</b>	<b>5.0%</b>	<b>8,558</b>	<b>24,865</b>	<b>15.1%</b>	<b>16,307</b>	<b>190.5%</b>
<b>DRAINAGE</b>								
<b>REVENUES</b>								
Drainage Charges	99.8%	176,908	100.0%	29,486	29,405	100.0%	(81)	(0.3%)
Interest Earnings	0.2%	280	0.0%	10	2	0.0%	(8)	(80.0%)
<b>Total Drainage Revenues</b>	<b>100.0%</b>	<b>177,188</b>	<b>100.0%</b>	<b>29,496</b>	<b>29,407</b>	<b>100.0%</b>	<b>(89)</b>	<b>(0.3%)</b>
<b>EXPENSES (excluding depreciation)</b>								
Wages	38.6%	53,158	40.6%	9,009	7,681	53.6%	(1,328)	(14.7%)
Employer Costs	18.1%	24,980	18.5%	4,102	4,029	28.1%	(73)	(1.8%)
Power	11.3%	15,500	10.3%	2,290	1,616	11.3%	(674)	(29.4%)
Chemicals	3.9%	5,400	4.1%	900	429	3.0%	(471)	(52.3%)
Maint & Repair	8.7%	12,000	9.0%	2,000	588	4.1%	(1,412)	(70.6%)
Permits	2.9%	4,000	0.0%			0.0%		0.0%
Equipment Rental	4.0%	5,500	2.3%	500		0.0%	(500)	(100.0%)
Other Direct Costs	12.4%	17,100	15.2%	3,375		0.0%	(3,375)	(100.0%)
<b>Operational Expenses</b>	<b>100.0%</b>	<b>137,638</b>	<b>100.0%</b>	<b>22,176</b>	<b>14,343</b>	<b>100.0%</b>	<b>(7,833)</b>	<b>(35.3%)</b>
<b>Drainage Income (Loss)</b>	<b>28.7%</b>	<b>39,550</b>	<b>33.0%</b>	<b>7,320</b>	<b>15,064</b>	<b>105.0%</b>	<b>7,744</b>	<b>105.8%</b>
<b>6.1% Net Admin Alloc</b>	<b>28.6%</b>	<b>39,352</b>	<b>29.2%</b>	<b>6,466</b>	<b>4,528</b>	<b>31.6%</b>	<b>(1,938)</b>	<b>(30.0%)</b>
<b>Total Net Income (Loss)</b>	<b>0.1%</b>	<b>198</b>	<b>3.9%</b>	<b>854</b>	<b>10,536</b>	<b>73.5%</b>	<b>9,682</b>	<b>1,133.7%</b>
<b>SECURITY</b>								
<b>REVENUES</b>								
Security Charges	96.6%	1,167,898	96.7%	194,650	194,606	94.8%	(44)	0.0%
Interest Earnings	0.1%	640	0.0%	10	4	0.0%	(6)	(60.0%)
Other Income	3.3%	39,970	3.3%	6,662	10,643	5.2%	3,981	59.8%
<b>Total Security Revenues</b>	<b>100.0%</b>	<b>1,208,508</b>	<b>100.0%</b>	<b>201,322</b>	<b>205,253</b>	<b>100.0%</b>	<b>3,931</b>	<b>2.0%</b>

**Rancho Murieta Community Services District**  
**Budget Performance Report by FUND**  
**YTD THROUGH AUGUST 2012**

	<u>% of</u>	<u>Annual</u>	<u>% of</u>	<u>YTD</u>	<u>YTD</u>	<u>% of</u>	<u>YTD VARIANCE</u>	
	<u>Total</u>	<u>Budget</u>	<u>Total</u>	<u>Budget</u>	<u>Actuals</u>	<u>Total</u>	<u>Amount</u>	<u>%</u>
<b>EXPENSES (excluding depreciation)</b>								
Wages	56.9%	\$613,100	57.5%	\$102,900	\$93,759	57.5%	(\$9,141)	(8.9%)
Employer Costs	32.6%	351,300	31.7%	56,800	52,662	32.3%	(4,138)	(7.3%)
Insurance	0.4%	4,500	0.4%	750		0.0%	(750)	(100.0%)
Equipment Repairs	0.4%	4,400	0.4%	734	78	0.0%	(656)	(89.4%)
Vehicle Maintenance	0.6%	6,700	0.6%	1,100	436	0.3%	(664)	(60.4%)
Vehicle Fuel	1.9%	20,460	1.9%	3,410	1,535	0.9%	(1,875)	(55.0%)
Off Duty Sheriff Patrol	0.6%	6,000	0.6%	1,000		0.0%	(1,000)	(100.0%)
Other	6.6%	71,370	6.9%	12,284	14,601	9.0%	2,317	18.9%
<b>Operational Expenses</b>	<b>100.0%</b>	<b>1,077,830</b>	<b>100.0%</b>	<b>178,978</b>	<b>163,071</b>	<b>100.0%</b>	<b>(15,907)</b>	<b>(8.9%)</b>
<b>Security Income (Loss)</b>	<b>12.1%</b>	<b>130,678</b>	<b>12.5%</b>	<b>22,344</b>	<b>42,182</b>	<b>25.9%</b>	<b>19,838</b>	<b>88.8%</b>
<b>20.3% Net Admin Alloc</b>	<b>12.2%</b>	<b>130,957</b>	<b>12.0%</b>	<b>21,517</b>	<b>15,068</b>	<b>9.2%</b>	<b>(6,449)</b>	<b>(30.0%)</b>
<b>Total Net Income (Loss)</b>	<b>0.0%</b>	<b>(279)</b>	<b>0.5%</b>	<b>827</b>	<b>27,114</b>	<b>16.6%</b>	<b>26,287</b>	<b>3,178.6%</b>
<b>SOLID WASTE REVENUES</b>								
Solid Waste Charges	99.9%	610,981	100.0%	101,830	101,825	100.0%	(5)	0.0%
Interest Earnings	0.1%	600	0.0%			0.0%		0.0%
<b>Total Solid Waste Revenues</b>	<b>100.0%</b>	<b>611,581</b>	<b>100.0%</b>	<b>101,830</b>	<b>101,825</b>	<b>100.0%</b>	<b>(5)</b>	<b>0.0%</b>
<b>EXPENSES (excluding depreciation)</b>								
CWRS Contract	92.1%	533,520	94.0%	88,920	88,936	94.0%	16	0.0%
Sacramento County Admin Fee	5.9%	33,960	6.0%	5,660	5,662	6.0%	2	0.0%
HHW Event	2.1%	12,000	0.0%			0.0%		0.0%
<b>Operational Expenses</b>	<b>100.0%</b>	<b>579,480</b>	<b>100.0%</b>	<b>94,580</b>	<b>94,598</b>	<b>100.0%</b>	<b>18</b>	<b>0.0%</b>
<b>Solid Waste Income (Loss)</b>	<b>5.5%</b>	<b>32,101</b>	<b>7.7%</b>	<b>7,250</b>	<b>7,227</b>	<b>7.6%</b>	<b>(23)</b>	<b>(0.3%)</b>
<b>5.0% Net Admin Alloc</b>	<b>5.6%</b>	<b>32,256</b>	<b>5.6%</b>	<b>5,300</b>	<b>3,711</b>	<b>3.9%</b>	<b>(1,589)</b>	<b>(30.0%)</b>
<b>Total Net Income (Loss)</b>	<b>0.0%</b>	<b>(155)</b>	<b>2.1%</b>	<b>1,950</b>	<b>3,516</b>	<b>3.7%</b>	<b>1,566</b>	<b>80.3%</b>
<b>OVERALL NET INCOME(LOSS)</b>	<b>100.0%</b>	<b>(680)</b>	<b>100.0%</b>	<b>97,604</b>	<b>231,283</b>	<b>100.0%</b>	<b>133,679</b>	<b>137.0%</b>

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## INVESTMENT REPORT

*CASH BALANCE AS OF AUGUST 31, 2012*

INSTITUTION	YIELD	BALANCE
<b>CSD FUNDS</b>		
<b>EL DORADO SAVINGS BANK</b>		
SAVINGS	0.07%	\$ 135,076.94
CHECKING	0.05%	\$ 19,957.86
PAYROLL	0.05%	\$ 3,454.39
<b>PREMIER WEST BANK</b>		
EFT	N/A	\$ 126,286.38
<b>LOCAL AGENCY INVESTMENT FUND (LAIF)</b>		
UNRESTRICTED		\$ -
RESTRICTED RESERVES	0.36%	\$ 5,266,498.71
<b>CALIFORNIA ASSET MGMT (CAMP)</b>		
OPERATION ACCOUNT	0.22%	\$ 3,589,946.21
<b>UNION BANK</b>		
PARS GASB45 TRUST (balance as of 7/31/12)		\$ 308,348.47
<b>TOTAL</b>		<b>\$ 9,449,568.96</b>

### BOND FUNDS

#### COMMUNITY FACILITIES DISTRICT NO. 1 (CFD)

<b>BANK OF AMERICA</b>		
CHECKING	N/A	\$ 764,267.95
<b>CALIFORNIA ASSET MGMT (CAMP)</b>		
SPECIAL TAX	0.22%	\$ 8,286.90
<b>US BANK</b>		
SPECIAL TAX REFUND	0.00%	\$ -
BOND RESERVE FUND/ SPECIAL TAX FUND	0.00%	\$ 876,000.00
<b>TOTAL</b>		<b>\$ 1,648,554.85</b>
<b>TOTAL ALL FUNDS</b>		<b>\$ 11,098,123.81</b>

*The investments comply with the CSD adopted investment policy.*

PREPARED BY: *Darlene Gillum*  
 Director of Administration

## MEMORANDUM

Date: September 12, 2012  
To: Board of Directors  
From: Greg Remson, Security Chief  
Subject: Security Report for the Month of August 2012

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### OPERATIONS

There were two (2) DUI arrests during the month of August. One (1) occurred at the North Gate (a permanent guest) and one (1) at the South Gate (a resident). California Highway Patrol (CHP) responded and arrested both drivers.

Ed Crouse and I attended the Rancho Murieta Association (RMA) Board meeting on August 21, 2012. The Board discussed the District's proposed DUI Enforcement Policy. Ed and I provided background information. The Board requested additional information on the Policy, which I will provide.

There were no major incidents resulting from Summerfest. There were a few back-ups at the North Gate, which is to be expected.

Additional interview were held for the vacant Gate Officer position since the candidate that was selected at the last interview process was not available. In addition, a Gate Officer has an illness that will keep her off work for about three (3) weeks. The other Officers are working overtime to cover the vacancies.

PTF is still in the process of adding either boulders or fencing next to the gates to prevent vehicle access. Walking and bicycle use are still permitted, but not vehicles.

### INCIDENTS OF NOTE

August 1, Wednesday, 9:34 p.m. Terreno Drive. Report of damage to landscaping lights.

August 1, Wednesday, 11:11 p.m. Murieta Parkway/Domingo Drive. Report of subjects throwing eggs and rocks at vehicles. Area checked clear.

August 5, Sunday, 11:48 p.m. Operating Engineers building #5. A flat screen TV was taken. No forced entry, SSD report.

August 6, Monday, 5:30 p.m. Cantova Mini-Storage. A license plate and gas can were taken.

August 9, Thursday, 4:25 a.m. Guadalupe Drive. Report of a subject slumped over steering wheel with emergency flashers on. Contacted resident parked at his house, subject had been drinking, went inside of house.

August 9, Thursday, 3:30 p.m. North Gate. DUI arrest. A Permanent Guest of a resident was checking in at the gate. The Security Patrol Officer working the gate observed signs of intoxication. CHP responded and arrested the driver for DUI.

August 10, Friday, 7:39 p.m. Puerto Drive. 6-8 beers taken from garage refrigerator.

August 13, Monday, 8:43 p.m. South Gate. DUI arrest. Report of a subject driving on a rim who ran the red light on Jackson Road at Murieta Drive, almost running into the witness. A Security Patrol Officer observed the vehicle drive onto Murieta South Parkway and stop at the South Gate. The female resident showed signs of intoxication and was verbally abusive and uncooperative with the patrol officer. CHP responded and arrested the driver for DUI.

August 15, Wednesday, 2:47 p.m. Lago Drive. Eggs and paint were thrown at house.

August 24, Friday, 10:32 p.m. Stonehouse Park. Report of an unconscious female at the beer tent. Report that subject was intoxicated and was given a ride home by a sober driver.

August 30, Thursday, 6:21 a.m. Puerto Drive. Golf cart theft. A cart was taken overnight from the driveway. The keys were not left in the cart. After the cart was reported stolen Security Patrol Officer Coyle checked the area for the cart and located it at the Gazebo. The cart was not damaged.

August 31, Friday, 12:02 p.m. South Course. Assault. A RMCC member confronted a non-member that was walking his dog on the golf course. Words were exchanged and the member allegedly tried to punch the non-member, but missed. The non-member requested SSD to respond and SSD, at the non-member's request, issued a citation to the member for assault. The non-member was told to stay off of the golf course.

August 31, Friday, 11:50 p.m. Country Club. Medical aid. An intoxicated passenger fell out of a golf cart, receiving a head injury. He was transported to the hospital by SMFD. The driver, who had been drinking, was transported home.

During the month of August District Patrol Officers responded to complaints of juvenile disturbances and loud people/parties.

### **RANCHO MURIETA ASSOCIATION COMPLIANCE/GRIEVANCE/SAFETY COMMITTEE MEETING**

The meeting was held on September 10, 2012. There were two (2) appearances regarding parking and one (1) appearance regarding speeding. Three (3) letters were submitted regarding speeding and property maintenance. Also discussed was the District's proposed DUI Enforcement Policy. Committee Chairperson, Scott Adams, asked numerous questions about the Policy. The questions came from various RMA Board members. The next meeting will be on October 1, 2012.

**JOINT SECURITY COMMITTEE MEETING**

Ed Crouse sent out letters to various entities asking for participation in the Joint Security Committee Meeting. The RMA board has agreed, along with Murieta Village and the PTF representative. There is been no firm meeting date at this time.

**JAMES L. NOLLER SAFETY CENTER**

The Safety Center has been open most Mondays and Wednesdays from 10:00 a.m. to 2:00 p.m. VIPS Jacque Villa and Steve Lentz in patrolling the District as another set of “eyes and ears”.

The Safety Center is also available to all law enforcement officers for report writing, meal breaks and any other needs that arise.

Anyone who is interested in joining the VIPS program or would like information on the Neighborhood Watch program can contact the VIPS at the Safety Center office at 354-8509.

**NEW NORTH GATE**

There has been no forward progress on building a new gate.

## MEMORANDUM

Date: September 13, 2012  
To: Board of Directors  
From: Paul Siebensohn, Director of Field Operations  
Subject: Water/Wastewater/Drainage Report

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The following is District Field Operations information and projects staff has worked on since the last Board meeting.

### **Water**

Water Treatment Plant #1 production flow is set at 1.0 million gallons per day (MGD) and Plant #2 production is at 1.8 MGD for a total of 2.8 MGD, with powdered activated carbon feeding at +/- 2.1 mg/L for Taste & Odor (T&O) control. Total potable water production for August 2012 was approximately 80.7 million gallons (MG) or approximately 247.8 acre-feet.

Maintenance included; replacing two (2) air supply lines for the Chesbro aeration system, hydro-jetted drying bed sludge feed lines, repair of Plant #1 influent meter, and servicing of doors around the plant.

### **Water Source of Supply**

On September 5, 2012 Calero, Chesbro, and Clementia Reservoirs combined raw water storage was measured at 3,680 acre-feet. Total storage volume for just Calero and Chesbro Reservoirs was 2,947 acre-feet. For control of taste and odor producing algae, we partially treated Chesbro Reservoir on August 2, 2012 and completed the treatment on August 8, 2012. The delay in completing the treatment was due to the application pump failing, which has since been replaced. Staff also cut and removed trees and vegetation growing along shoreline of Chesbro Reservoir.

### **Wastewater**

Influent wastewater flow for August averaged 0.403 MGD, approximately 38.3 acre-feet for the month, to the wastewater plant. This averaged 13% less than the influent flow last year in August. A total of 54.42 acre-feet of secondary wastewater was measured in the secondary storage reservoirs on September 5, 2012. Due to lower than normal influent flows, we will stop supplying Rancho Murieta Country Club's (RMCC) South Course with reclaimed water for the rest of the season, but supplemented their requested irrigation demand from Clementia Reservoir. In the meantime, we will continue to supply the RMCC North Course with reclaimed water. As of today, both east and west tertiary filtration plants are in operation, producing approximately 1.3 MGD for golf course reclamation.

Maintenance included repairing a pressure regulator on the East DAF, replacing a failed high alarm float in Pond 17, removing grease and debris along treatment Ponds 1 and 2, replacing damaged wiring for Motor Valve #3, assisting TESCO controls on a facility arc flash review, rebuilding brush aerator M-15, clearing aerators M-1, M-14, and M-16 of blockages, replacing emergency eye

wash/shower next to chemical feed room, and replacement of run-time hour meters on various equipment.

### **Collections**

Staff pulled a sewer pump at the Cantova lift station for an emergency repair. The pump was swapped out with a spare and sent out for necessary repairs. A pump was also pulled up at our 6b sewer pumping station for inspection of a blockage as it had lost its pumping capacity. Staff anticipates replacing it with a spare soon.

### **Drainage**

I had a contractor re-define the bottom of a drainage ditch near 4 Park Camino De Luna due to its previous years of erosion and silting, seen in picture on the right. Staff is continuing to cut all of the drainage in the District. We have been receiving calls in regards to vector issues and have been referring them to the Sacramento-Yolo Vector Control District. Staff is going through the drainage system to try to alleviate areas of pooling, as well as discussing with residents their need to cut back their irrigation which is filling a drainage system that should be dry at this time of year. Most of these pooling areas have been found to contain mosquito fish that have been planted there by the Vector Control District. No improvements seen at Basin 5 with the operation of subsurface aeration and fountain for aquatic weed and algae control.



### **Utility Operations**

Meter maintenance completed included replacement of nineteen (19) water meters and five (5) MXU radio read units. Utility staff had eight (8) calls for water leaks, four (4) of which were on District service lines and were repaired. Six (6) USA (Underground Service Alerts) and nine (9) Utility Star Work Orders were completed. Staff is also continuing to work on dead-end potable water distribution lines in Unit 2 as part of our Water Quality Maintenance Program, a recommended practice by the California Department of Public Health. Some of the distribution line dead-end blow-offs that are listed on the District's engineering plans cannot be found, are inoperable due to corrosion, or have been found to be paved over in driveways. These are being noted on a master copy of the engineering plans by utility staff as well as noting in a spreadsheet kept on the District's computer network for documentation, with plans for future correction.



*Water service line repair on Rio Blanco Drive*



*Water Service line repair at Medella Circle*



## MEMORANDUM

Date: September 14, 2012  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: Approve Water Shortage Contingency Plan

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### RECOMMENDED ACTION

Approve the Water Shortage Contingency Plan (WSCP) prepared by Lisa Maddaus, Maddaus Water Management.

### BACKGROUND

#### Water Supply Contingency Plan

Lisa and Bill Maddaus, Maddaus Water Management (MWM) gave a presentation of the Draft Water Shortage Contingency Plan (WSCP) at the August 15, 2012 Board meeting. The WSCP incorporates changes to the plan following adoption of our Integrated Water Master Plan (IWMP) Update in 2010. The new WSCP encompasses all types of operation water shortages as well as shortages due to excessive and/or prolonged droughts. The plan incorporates many of the previous attributes but updates the existing plan to reflect new changes to the water code, primarily related to conservation and water waste enforcement.

We received no comments on the draft plan since last Board meeting

We reviewed comments from the Board with Lisa. Comments from the meeting were constructive and led to minor changes in the plan. What we recognized during our discussion was that this plan is a policy type level plan, setting basic guidelines to follow and implement. It is not intended to be a ground level implementation plan.

Realizing each drought is different and recognizing the District will achieve increasing progress on compliance with 2020, a one-size-fits-all drought tracking, financial plan, and outreach and education on drought response recommendations for residents are not realistic given the above variables. The implementation plan will be tailored for each event under a formal drought response plan.

Staff believes we have a solid policy level plan in place. Over time, we will work on creating a skeleton drought plan to address drought tracking, financial planning and outreach and education.

#### Drought Tracker Model

At the July workshop, Lisa presented monthly charts for tracking drought indicators: river flows, precipitation and snow melt. Based on those charts, Lisa prepared the drought tracker worksheet. In short, the tracker automates the charts. Staff inputs monthly data in the white cells under the desired criteria. The tracker compares those inputs against the monthly charts (hidden) and

assigns a drought condition. The tracker has a behind the scenes set of procedures for Paul to follow and monitor each year to ensure drought awareness is on the forefront, if needed.

Also part of the drought tracker, the model calculates the days remaining of storage, based on the previous year's demand and the current river flows, including anticipated demand reductions due to conservation. This is intended as a real time exercise to monitor how the community is complying with the demand reduction request (i.e. conservation) to assist in deciding to continue with the current demand request or increasing the amount of demand reduction.

Lisa will review the model at our September Board meeting.

# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

## **WATER SHORTAGE CONTINGENCY PLAN**

September 14, 2012

The purpose of this Water Shortage Contingency Plan (Plan) is to provide direction on specific actions to be taken by the Rancho Murieta Community Services District (District) staff and customers in response to increasingly severe water supply shortage conditions. **In case of water system failure or water quality issues requiring immediate response and action refer to the District's Emergency Operations Procedures (see Attachment A).**

The District intends to use this Plan to meet the requirements of the California Water Code, Section 10632 (see Attachment B). A water shortage contingency analysis based on the historic driest three-years on record was previously prepared as part of the Integrated Water Master Plan (Brown and Caldwell, 2010). The current IWMP Update presents water supply demands and drought responses for the minimum available supply based on existing (2,504) and approved lots.

In an effort to provide a uniform basis for requesting cutbacks in consumption due to cutbacks in supply from minor to emergency conditions, the District has a program of four (4) stages of actions based on the severity of the water shortage. The District previously adopted shortage mitigation measures, which are included in District Code Chapter 14 - Water Code, updated most recently in 2012.

This Plan is consistent with District Policies, District Codes and the District's Integrated Water Master Plan Update (Brown and Caldwell, 2010). The names for stages in this Plan are consistent with other water purveyors in the Sacramento region.

This Plan is applicable to a range of short and long term emergency conditions when supply volume or system delivery capability is impaired, including but not limited to:

- Main break or other distribution system failure
- Water treatment plant failure
- Natural disaster (flood, earthquake, wind damage, etc.)
- Water quality issue with supply reservoirs or system contamination
- Drought conditions

### **IMPLEMENTATION OF THE PLAN**

The District has three (3) main objectives when faced with water shortage conditions as described below. This Plan specifically addresses the first objective related to monitoring and addressing shortage conditions through tracking supply conditions and, when projecting shortfalls, the means to invoke customer responses to reduce demand. Given the changing conditions of fiscal needs

and latest information on water savings technologies, the District plans to further prepare for longer duration droughts by completing a Drought Financial Plan and Drought Communications and Education Plan when shortages appear imminent.

1. Monitoring and Declaration of Water Shortages/Drought
  - a. Drought indicators
  - b. Index for trigger levels
  - c. Staged actions for reducing customer demands
2. Drought Financial Plan
  - a. Sustainability of funding for District operations
  - b. Tiered pricing implementation to achieve reductions in demand and provide revenues to cover cost of service in times of shortage
3. Drought Communication Outreach and Education Plan
  - a. Media response
  - b. Water use by lot categories
  - c. Drought checklist for customer actions

## **RESPONSE TO IMPAIRED TREATMENT AND DISTRIBUTION SYSTEM CONDITIONS**

Short-term supply interruptions may invoke the need for District staff to alert customers of any stage of shortage, listed further below in this document, as conditions warrant. This determination will be made by the General Manager. The appropriate stage of action will be determined based on the severity and projected duration of the shortage. In other words, an emergency condition where more than 50% of the supply is unavailable may warrant an alert for Stage 4 – Water Emergency. This message would be broadcasted as an alert out to the entire community (using the District’s CodeRED auto-dialer messaging system) and notices would be issued via written notice (letter or door hangers) and other means to advise customers of the water shortage and anticipated duration of the shortage. All customers will then be noticed when the shortage is resolved.

## **RESPONSE TO LONG TERM SUPPLY SHORTAGE DUE TO DROUGHT CONDITIONS**

The drought actions called for are based on the current water supply capacity (including Clementia Reservoir) and estimates for demands needed in times of drought based on the 3,274 approved connections, of which 2,504 currently exist. As the District monitors accomplishments in reaching the 20% reduction in water use by 2020 goal of 238 gallons per capita per day (gpcd), as called for in District Policy 2011-05, the District will update this Plan. The baseline 10-year average (as defined in Senate Bill SB X7-7) is 298 gpcd stated in the 2020 Compliance Plan (Brown and Caldwell, 2010).

The expected demand cutback by stages included within this Plan does not currently include consideration of the 20% reduction goal given it has not yet been achieved. At minimum, it is anticipated that this Plan will be updated when the community achieves 50% of its reduction goal to 268 gpcd or 10% reduction in gross per capita per day demand.

Overall drought preparedness actions to be taken by the District include:

- Understand and comply with legal and regulatory requirements for drought preparedness.
- Review and update Water Shortage Contingency Plan at a minimum of every 5 years or as needed based on new monitoring data, new supply, operational changes, or change in expected water demands.
- Provide education and outreach to customers on efficient and reasonable uses of water and best ways to save, with increased intensity in messaging during times of drought.
- Continue District water loss management procedures (leak identification and repair).
- Enforce prohibition of wasted water per the District Code – Chapter 14 – Water Code, Section 13.
- Continue conservation policies and water-efficient plumbing codes.
- On an as needed basis and at a minimum of every 5 years, review and refine the rate stabilization policy relating to drought impacts.
- Update educational materials on an as needed basis.

## **DISTRICT DROUGHT MONITORING**

Every year the climate varies and the District monitors potential flood and drought conditions. The District's water rights permit allows for pumping between November 1 and May 31 each year. In normal water years at our current number of water connections, the District typically starts pumping to fill the supply reservoirs in February. When forecasted water supply conditions are indicating a dry year, it may prompt the District to take action for changes in pumping operations and/or notifying customers to cut back on demand.

To check on water supply forecasts, the District tracks both State resources and local metrics to best inform and assist in their decision-making on calling for implementation of each drought stage. One such resource is the Department of Water Resources (DWR), State Climatologist, who does careful monitoring of the predicted water supply and flood management forecasts using real time weather monitoring stations throughout the Central Valley. Also, there are two (2) primary climate monitoring station indices tracked for California: Sacramento River 8-Station Index and San Joaquin River 5 Station Index. The District will primarily monitor the San Joaquin River Index which includes monitoring that encompasses the Cosumnes River watershed. Information on the drought status is posted online through the California Data Exchange Center and updated regularly based on the most recent weather station data available (including National Weather Service resources).

Another metric is the standard scale for severity of drought that has been defined by the National Drought Mitigation Center's Drought Monitor (<http://droughtmonitor.unl.edu>) and DWR has adapted this scale for use in California as shown below:

Percentile	Drought Monitor Category	
0.00 - 0.02	<b>D4</b>	Drought - Exceptional
0.02 - 0.05	<b>D3</b>	Drought - Extreme
0.05 - 0.10	<b>D2</b>	Drought - Severe
0.10 - 0.20	<b>D1</b>	Drought - Moderate
0.20 - 0.30	<b>D0</b>	Abnormally Dry
0.30 +	<b>N</b>	Normal
Source: Department of Water Resources, 2012 <a href="http://cdec.water.ca.gov/cdecapp/drought/get5SI.action">http://cdec.water.ca.gov/cdecapp/drought/get5SI.action</a>		

The District will monitor DWR’s California Data Exchange Center’s (CDEC) provided information to determine when droughts may be imminent or occurring and review forecasts based on predictions by DWR weather models. The DWR provided information for the San Joaquin River watershed is posted online at: <http://cdec.water.ca.gov/cdecapp/drought/get5SI.action>.

The District also has the ability to perform local monitoring for the flows on the Cosumnes River with the USGS gage station data at Michigan Bar. An index based on historical range of flows for any given month between November and June is available to aid the District in determining when below average flows are present and indicate potential issues with water supply availability. The District will closely track flows in dry years due to the probability of impacts on the District’s ability to pump to the reservoir system. In addition, once a drought has been declared and the necessary drought stage is set, the District has the ability to closely monitor water usage with its automatic meter reading system to validate if the expected demand response in needed cutbacks is occurring within the District’s service area. If demand cutbacks are not occurring or the supply conditions are worsening, then the District will need to move to the next stage of shortage response measures.

## STAGES OF ACTION

The stage determination and declaration shall be made by the General Manager. One of five (5) stages shall always be in effect; given the initial Stage “Normal” is targeting everyday conservation.

A change of stage requires that the Board of Directors be notified and a public notice be posted at District headquarters. Written notification will be provided to all customers at least 10 days prior to a Stage 2 - Water Warning with mandatory measures going into effect and any higher Stages 3 and 4 will also be notified in writing to customers. Below is a summary table of stages and shortage mitigation actions that will serve as a guideline based water supply conditions. Given that water supply conditions may change rapidly due to decreasing river flows being observed through District monitoring (which project potential restrictions on pumping and supply shortages), some stages may be skipped if conditions warrant the need for faster reductions in demands to respond to the shortage conditions.

Table 1. Water Shortage Contingency Plan Summary

Water Supply Conditions	Shortage Stage	Objective	Response actions	Key Water Savings Opportunities
None 0% Total Supply Reduction	Normal - Ongoing conservation measures; Prohibition of Wasted Water in effect.	Public awareness	Normal actions	<ul style="list-style-type: none"> <li>• Use everyday water conserving behaviors (i.e., stop off taps when not using water, avoid wasting water).</li> <li>• Check for and repair all leaks</li> <li>• Change to more water efficient using appliances and fixtures.</li> <li>• Maintain and adjust irrigation systems</li> <li>• Plant more native and water efficient plants.</li> </ul>
Slightly Restricted Water Supplies (below normal) Up to XX% Total Supply Reduction	Shortage Stage 1 - Water Alert	Initiate public awareness of predicted water shortage and encourage conservation	Encourage voluntary measures to decrease "normal" demand up to 10%	<ul style="list-style-type: none"> <li>• Use sacrificial water scarcity behaviors (i.e., shorter showers, etc.)</li> <li>• More aggressively check for and repair all leaks (instead of seasonally or monthly, perform weekly)</li> <li>• Reduce irrigation times on controllers</li> <li>• Consider fixture and appliance changes</li> <li>• Wash cars in recycled water facility</li> </ul>
Moderately Restricted Water Supplies Up to XX% Total Supply Reduction	Shortage Stage 2 – Water Warning	Increase public understanding of worsening water supply conditions, move to initial mandatory shortage mitigation measures	Encourage voluntary measures to decrease "normal" demand up to 25%	<ul style="list-style-type: none"> <li>• Continue to look for all ways to reduce water use (increasingly shorter showers, less toilet flushing, etc.)</li> <li>• Cutback on watering times and days</li> <li>• Consider alternative sources of supply, like implementing a graywater system for reusing water outdoors.</li> <li>• Consider if certain plants may not need to be watered at all or as much (e.g. deficit irrigate lawns).</li> </ul>
Severely Restricted Water Supplies Up to XX% Total Supply Reduction	Shortage Stage 3 – Water Crisis (severe prohibitions) on use	Ensure that water use is limited to essential uses only	Enforce extensive restrictions on water use and implement water rationing to decrease demand up to 50%	<ul style="list-style-type: none"> <li>• Implement all possible ways to reduce water use (increasingly shorter showers, less toilet flushing, etc.)</li> <li>• Further cut back on watering times and days</li> <li>• Consider if certain plants may not need to be watered at all (e.g. stop irrigating lawns).</li> <li>• Make more challenging upgrades to more efficient appliances and fixtures</li> </ul>
Extremely Restricted Water Supplies More than % Total Supply Reduction	Shortage Stage 4 – Water Emergency (increasing severe prohibitions with mandatory restrictions on use)	Ensure that water use is limited to health and safety purposes.	Enforce extensive restrictions on water use and implement water rationing to decrease demand on the order of 50%	<ul style="list-style-type: none"> <li>• Use water for only essential domestic sanitation needs.</li> <li>• No outdoor watering (or alternatively a water rationing scheme)</li> <li>• Extreme water sacrificing behaviors (limit all behavioral uses of water (i.e., fewer showers)</li> <li>• Maximize on-site reuse of water (graywater, rainwater capture, etc.) as appropriate for uses while maintaining health and sanitation needs.</li> </ul>

## STAGE “NORMAL” - NORMAL SUPPLY AND ON-GOING CONSERVATION

The District’s supply or distribution system is able to meet all the water demands of its customers in the near future. Based on the 2020 Compliance Plan Update (Brown and Caldwell, 2010), the District calls for efficient and reasonable use and District staff implementation of conservation measures will continue as planned.

<b>Triggering Mechanism</b>	<b>Normal water year conditions forecasted by Department of Water Resources, Office of State Climatologist and/or U.S. Bureau of Reclamation.</b> Full storage anticipated in all lakes and ability to provide full water supply to all customers.
<b>Consumption Limits</b>	<b>Service area-wide target for reduction:</b> 0.5-1% reduction per year for 10 years per the District’s 2020 Compliance Plan. Voluntary conservation encouraged and participation in the District’s water conservation program.
<b>District Actions</b>	During Stage “Normal”, all normal conservation programs would continue.
<b>Requested Consumer Action</b>	Follow the basic conservation measures set forth in under Normal Supply Conditions of the four-stage conservation program described herein.
<b>Penalties</b>	For the first and subsequent water waste violations, penalties will be issued according to District Water Code – Chapter 14, Section 13.

## STAGE 1 - WATER ALERT

There is a probability that the District’s supply or distribution system will not be able to meet all the water demands of its customers.

<b>Triggering Mechanism</b>	Any short-term water system operational issues deemed by the General Manager to warrant calling this stage based on a minor shortage targeting the need for a 5-10% cutback in demand. For long-term supply conditions, evidence of an abnormally dry water year conditions forecasted for the San Joaquin River by Department of Water Resources, Office of State Climatologist and/or U.S. Bureau of Reclamation. Less than full storage is anticipated in all lakes and there may be inability to provide full water supply to all customers.
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**Consumption Limits** All customers would be encouraged to reduce consumption by 5 - 10% for the duration of the water alert.

**District Actions** Continue the basic conservation program elements, and initiate public information campaign. Explain the supply condition to the public. Request voluntary drought curtailment of water use through customer changing to more water efficient behaviors (trim water times, take shorter showers, etc.).

**Requested Consumer Actions** Customers will be asked to implement Stage 1 shortage mitigation measures and adhere to the District Water Code – Chapter 14, Section 10.02, Water Waste.

**Penalties** For the first and subsequent water waste violations, penalties will be issued according to District Water Code – Chapter 14, Section 13.

## Stage 2 - WATER WARNING

The District's supply or distribution system will not be able to meet all the water demands of its customers.

**Triggering Mechanism** Any short-term water system operational issues deemed by the General Manager to warrant calling this stage based on a moderate shortage targeting the need for an 11-25% cutback in demand. For long-term supply conditions, evidence of more severe drought conditions are forecasted by the Department of Water Resources, and/or goal of 10% demand cutbacks in Stage 1 is not achieved, and/or low flow conditions are predicted for the Cosumnes River that may impact pumping capability.

**Consumption Limits** **Service area-wide target for reduction: 11 - 25%.** Customers will be educated by the District on ways to achieve reduced consumption based on their own home or business unique opportunities to save for the duration of the water warning condition.

**District Actions** Continue conservation program and District actions listed through Stage 1, mandate compliance to Stage 2 Shortage mitigation measures of the District's Four Stage Plan. Continue with a more rigorous public information campaign. Explain supply shortage and disseminate technical information as needed.

**Requested Customer Actions** Customers will be notified in writing and through other media (e.g. District web site, etc.) at least 10 business days in advance that Stage 2 shortage mitigation measures are in effect and compliance will be required.

**Penalties** For the first and subsequent water waste violations, penalties will be issued according to District Water Code – Chapter 14, Section 13.

### STAGE 3 - WATER CRISIS

The District’s supply or distribution system is not able to meet all the water demands of its customers under Stage 2 - Water Warning requirements.

**Triggering Mechanism** Any short-term water system operational issues deemed by the General Manager to warrant calling this stage based on a severe shortage targeting the need for a 26-50% cutback in demand. For long-term supply conditions, evidence of increasingly severe or persistent drought conditions are occurring or forecasted by the Department of Water Resources, and/or goal of 25% demand cutbacks in Stage 2 is not achieved, and/or low flow conditions for the Cosumnes are impacting pumping capability.

**Consumption Limits** **Service area-wide target for reduction: 26 - 50%.** Customers will be educated by the District on ways to achieve reduced consumption based on their own home or business unique opportunities to save for the duration of the water crisis condition until the water crisis has been declared over.

**District Actions** Continue all conservation program and District action elements through Stage 2, and mandate adherence to all shortage mitigation measures required under Stage 3 of the District’s Four Stage Shortage Mitigation Measures. Institute a rationing program through an allocation.

**Requested Customer Actions** Customers will be requested to comply with all Stage 3 shortage mitigation measures listed in the Five (5) Stage Shortage mitigation measures.

**Penalties:** For the first and subsequent water waste violations, penalties will be issued according to District Water Code – Chapter 14, Section 13.

## STAGE 4 - WATER EMERGENCY

The District is experiencing a major failure of a supply, storage or distribution facility.

### **Triggering Mechanism**

Any short-term water system operational issues deemed by the General Manager to warrant calling this stage based on an extreme shortage targeting the need for a more than 50% cutback in demand. For long-term supply conditions, evidence of exceptional, extreme or persistently severe drought conditions are occurring or forecasted by the Department of Water Resources, and/or goals for demand cutbacks in Stage 3 are not being achieved, and/or low flow conditions for the Cosumnes are severely impacting pumping capability.

### **Consumption Limits**

*Conditions that would lead to a Stage 4 drought are highly unlikely. **Service area-wide target for reduction: Greater than 50%.***

Customers will be educated by the District on ways to achieve reduced consumption based on their own home or business unique opportunities to save for the duration of the water crisis condition. All customers may be required to restrict consumption to 50% (or more) of normal demands for the duration of the water emergency. If conditions warrant, the District may implement a rationing program for an indefinite period of time to ensure, to the extent possible, that there is adequate water for essential uses.

### **District Actions**

Continue all conservation programs and District action elements through Stage 3, and mandate that all Stage 4 shortage mitigation measures be implemented immediately and strictly enforced.

Intensify media outreach program with regular updates on the state of the emergency.

### **Requested Customer Actions**

Customers will be required to comply with all Stage 4 shortage mitigation measures.

### **Penalties**

For the first and subsequent water waste violations, penalties will be issued according to District Water Code – Chapter 14, Section 13. Written notice shall be issued to customers using more than their customer category allocation (defined as more than 20% above allowable use)

and without a District approved variance (i.e., medical need). While maintaining adequate minimum fire flows for those homes with fire sprinklers, the District may install a flow restrictor on the service line if customer average daily usage is not reduced to within the allocation threshold after 10 days from the date of the written notice, a flow restrictor may be installed for a minimum of 10 days. The flow restrictor may remain in place during the irrigation season until December 1<sup>st</sup> or the District may suspend service temporarily until the cause of the violation is corrected. The flow restrictor may be removed based on the General Manager's approval and payment of all outstanding penalty and water service charges have been paid. A minimum of a reconnection fee will be charged as defined in District Water Code - Chapter 14. A customer may appeal one (1) time to the District Board of Directors.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## WATER CONSERVATION MEASURES STAGE DEFINITIONS

### **“Normal” – Normal Water Supply and On-going Conservation**

The District’s supply or distribution system is able to meet all water demands of its customers in the immediate future. All customers are being encouraged to use water for beneficial and reasonable uses. District customer demands are being monitored for meeting 20% reduction by 2020.

### **Stage One – Water Alert**

There is a probability that the District’s supply or distribution system will not be able to meet all the water demands of its customers and the District’s ability to pump to reservoirs system may be impacted.

### **Stage Two – Water Warning**

The District’s supply or distribution system is forecasted to not be able to meet all the water demands of its customers and District ability to pump to reservoirs system is forecasted to be or is actively being impacted.

### **Stage Three – Water Crisis**

The District’s supply or distribution system is projected to not be able to meet all the water demands of its customers under **Stage 2 - Water Warning** requirements and District ability to pump to reservoirs system predicted to be or actually being impacted

### **Stage Four – Water Emergency**

The District is projecting an imminent failure of a water supply, storage, or distribution facility based on an estimate of supply remaining.

# **RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

## **WATER CONSERVATION MEASURES**

### **“Normal” Supply and On-going Conservation Requested of Every Household or Business**

1. Water will be used for beneficial uses; all unnecessary and wasteful uses of water are prohibited as described in District Code – Chapter 14 Water Code. Take advantage of the free information available from the District on how to use water efficiently, read a water meter, repair leaks, and irrigate efficiently. Up to date information is provided through the District’s web site.
2. Use water efficiently. Water shall be confined to the consumer’s property and shall not be allowed to run off to adjoining property or to the gutter. Care shall be taken not to water past the point of soil saturation. Customers are encouraged to report observed water waste. Two (2) to three (3) days per week using cycle and soak methods is sufficient for landscapes in the Rancho Murieta Community.
3. Prohibit free-flowing hoses for all uses including vehicle and equipment washing, ponds, and evaporative coolers. Use a hose and bucket method for washing and attach automatic shut-off devices on any hose or filling apparatus in use.
4. Regularly check and maintain irrigation systems, repair leaks, and adjust spray heads to provide optimum coverage and eliminate avoidable over-spray. Reduce minutes of run-time for each irrigation valve if water run-off (gutter flooding) is occurring.
5. Automatic sprinkler system timers shall be set to operate during cool evening hours and early morning hours when evaporation rates are low and on off-peak electrical hours (ideally between 3 a.m. and 6:00 a.m.). Customers are encouraged to reduce scheduled watering minutes.
6. Repair all leaks promptly. Leaking consumer pipes or faulty sprinklers shall be repaired within seven (7) days or less if warranted by the severity of the problem and subject to penalties as described in District Code – Chapter 14, Water Code, Section 13.03.
7. Properly maintain all pools, spas, and ornamental fountains/ponds to avoid drain and refill. All water features and pools shall be equipped with a recirculating pump and shall be constructed to be leak-proof. Pool draining and refilling shall be allowed only for health, maintenance, or structural considerations. Customer requests must be substantiated in writing by a pool consultant and approved by the District.
8. Avoid washing of streets, parking lots, driveways, sidewalks, or buildings, except as necessary for health or sanitary purposes. Use a high efficiency pressurized water broom for these purposes and not a conventional pressure washer or hose with a shut-off nozzle.

9. U.S. Environmental Protection Agency (EPA) WaterSense labeled water efficient plumbing fixtures, water efficient appliances, and high efficiency irrigation techniques, such as drip, are encouraged, as described in District Code – Chapter 14 – Water Code, Section 11 and found online at: [www.epa.gov/watersense](http://www.epa.gov/watersense).

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## WATER SHORTAGE MEASURES STAGE DEFINITIONS

### Stage One - Water Alert

#### Goal is 10% Reduction per Average Household or Business

1. All Stage “Normal” actions remain in force; unless revised herein.
2. All customers are encouraged to report observed water waste. The District’s Security Officers will be notifying District operations of any observed water waste for follow-up action.
3. Prohibit washing of streets, parking lots, driveways, sidewalks, or buildings, except as necessary for health or sanitary purposes. High efficiency pressurized water brooms are required for these purposes, conventional pressure washers or hoses with shut-off nozzles are not allowed.
4. Landscape irrigation shall be watered efficiently, preferably with a weather based irrigation controller or hose timer. If a weather based controller is not installed, change the minutes of run-time for irrigation valves consistent with fluctuations in weather as determined by evapotranspiration data provided by the District/Regional Water Authority.
5. Watering is limited to a maximum of **three (3) days per week** if and when necessary and no watering schedule (e.g., additional minutes) increases are permissible on designated watering days. Three (3) days per week water is sufficient for landscapes in the Rancho Murieta Community. Customers are to use cycle and soak watering with up to three (3) short watering cycles. Watering days need to be based on the following schedule.
  - ◆ Customers in Watering Group A may irrigate only on **Monday, Wednesday and Friday.**
  - ◆ Customers in Watering Group B may irrigate only on **Tuesday, Thursday and Saturday.**
  - ◆ **Sunday irrigation is not allowed.**
6. Residents are encouraged to reduce indoor water use by limiting showers. Washing full clothes washer and dishwasher loads.
7. Restaurants shall serve water only upon specific request.



# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## WATER SHORTAGE MEASURES STAGE DEFINITIONS

### Stage Two - Water Warning

**Goal is 25% Reduction per Average Household or Business**

1. All Stage “Normal” and Stage 1 actions remain in force; unless revised herein.
2. Landscape irrigation shall be limited to a maximum of **two (2) days per week** when necessary and no watering schedule (e.g., additional minutes) increases are permissible on designated watering days. Two (2) days per week water is sufficient for landscapes in the Rancho Murieta Community. Customers are to use cycle and soak watering with up to three short watering cycles. Watering shall be based on the following schedule.
  - a. Customers in Watering Group A may irrigate only on **Tuesdays and Saturdays**.
  - b. Customers in Watering Group B may irrigate only on **Wednesdays and Sundays**.
  - c. Watering times will be between the hours of 8:00 p.m. to 8:00 a.m. only.
3. Restaurants shall serve water only upon specific request.
4. Residents are strongly encouraged to reduce indoor water use by limiting showers, clothes washing and dish washing.
5. Tiered rate pricing will be instituted at this stage to promote more equitable and efficient water use and in an effort to meet demand cutback goals. A drought surcharge may also be included as needed to maintain revenue stability and/or assist with achieving demand reduction goals as needed based on approved District policies and District Code – Chapter 14 – Water Code.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## WATER SHORTAGE MEASURES STAGE DEFINITIONS

### Stage Three - Water Crisis

#### Goal is 25-50% Reduction per Average Household or Business

1. All Stage “Normal,” 1 and 2 actions remain in force; unless revised herein.
2. All customers are encouraged to report observed water waste. District security will be notifying District operations of any observed water waste for follow-up action.
3. Landscape irrigation shall be limited to a maximum of **one (1) day per week** when necessary and no watering schedule (e.g., additional minutes) increases are permissible on designated watering days. One (1) day per week water is sufficient for landscapes in the Rancho Murieta Community. Customers are to use cycle and soak watering with up to three short watering cycles. The schedule shall be based on the following **water day** schedule based on the following schedule.
  - ◆ Customers in Watering Group A may irrigate only on **Saturdays**.
  - ◆ Customers in Watering Group B may irrigate only on **Sundays**.
4. No irrigation is permitted on **Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays**.
5. No watering of new turf grass or replacement turf grass.
6. Vegetable garden may be hand watered.
7. No potable water from the District’s system shall be used to fill or refill new swimming pools, artificial lakes, ponds, or streams or other water feature until the **Water Crisis** has been declared over.
8. Prohibit water use for all ornamental water features (i.e. ponds and fountains).
9. No washing of automobiles or equipment shall be permitted unless done at a commercial establishment that uses recycled or reclaimed water.
10. Tiered pricing will be implemented to ensure drought mitigation goals are met. A drought surcharge may also be included as needed to maintain revenue stability based on approved District policies and District Water Code.

11. Cleaning of sewers, streets or flushing fire hydrants is restricted by any party other than emergency personnel or District employees and subject to District approval.
12. While maintaining adequate minimum fire flows for those homes with fire sprinklers, flow restrictors may be installed for excessive users persistently exceeding their water use above District defined rationing allocation for their customer category. Flow restrictors shall be one (1) gallon per minute (gpm) or less which is adequate for domestic sanitation needs.

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

## WATER SHORTAGE MEASURES STAGE DEFINITIONS

### Stage Four - Water Emergency

**Goal is 50+% Reduction per Average Household or Business**

1. All Stage "Normal," 1, 2, and 3 actions remain in force, unless revised herein.
2. All customers are encouraged to report observed water waste. Aggressive enforcement of water waste and no landscape irrigation shall include penalties up to mandatory misdemeanor citations with fines as noted in Section 13 of the Districts Water Code.
3. Landscape and garden irrigation shall not be allowed unless taken from a bucket from indoor water graywater sources (e.g., bath or clothes washer rinse water).
4. Cleaning of sewers, streets or flushing of fire hydrants is prohibited except in case of emergency and for essential operations.
5. No potable water from the District's system shall be used for construction purposes such as dust control, compaction, or trench jetting.
6. No new or replacement landscaping of any kind can be installed.
7. Tiered pricing with drought surcharges will be in effect.
8. All uses of potable water from a fire hydrant are prohibited except for: fighting fires, District-approved human consumption essential water quality flushing, and toxic clean-up purposes.
9. While maintaining adequate minimum flows per regulatory requirements, flow restrictors will be installed for excessive users persistently exceeding their water use above District defined rationing allocation for their customer category. Flow restrictors shall be one (1) gallon per minute (gpm) or less which is adequate for domestic sanitation needs.

**ATTACHMENT A**

**EMERGENCY OPERATING PROCEDURES DUE TO CATASTROPHIC FAILURE**

## ATTACHMENT B

Excerpt from the California Water Code, Urban Water Management Planning Act:  
[www.leginfo.ca.gov](http://www.leginfo.ca.gov)

10632. (a) The plan shall provide an urban water shortage contingency analysis that includes each of the following elements that are within the authority of the urban water supplier:

(1) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions that are applicable to each stage.

(2) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.

(3) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.

(4) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.

(5) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.

(6) Penalties or charges for excessive use, where applicable.

(7) An analysis of the impacts of each of the actions and conditions described in paragraphs (1) to (6), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.

(8) A draft water shortage contingency resolution or ordinance.

(9) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

(b) Commencing with the urban water management plan update due December 31, 2015, for purposes of developing the water shortage contingency analysis pursuant to subdivision (a), the urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

## MEMORANDUM

Date: September 5, 2012  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: Approve Water Use Factors Proposal from Maddaus Water Management

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### RECOMMENDED ACTION

Approve the proposal from Maddaus Water Management to assist the District in evaluating the current water usage factors based on historical data, in an amount not to exceed \$23,900 with an additional \$11,400 for data normalization as an optional task. Funding to come from Water Supply Augmentation Reserves.

### BACKGROUND

At the last Improvements Committee, Director Pasek suggested staff look at the current water usage factors and see if they should be adjusted to account for lower usage over the last several years.

While our utility billing software data files of water usage has been saved for the last 20 years, (some paper some electronic) Lisa Maddaus will use the data files to plot water usage, by month since 1998, per lot category. The plot will also show a trend line, likewise since 1998. The trend line will also be banded with a safety factor of varying percentages to account for unknown changes in demand in the future.

Lisa will use the plots and trend line to compare future projections of usage against current usage factors. Ultimately, the new usage factors will be the basis for future water treatment plant sizing as well as water supply augmentation needs for future development.

The review of the water usage factors will be completed following approval of the Water Supply Contingency Plan, but before review of Policy 90-2 and water and wastewater facility right sizing.

**The Improvements Committee recommends approval.**

**DRAFT**

**RMCS D –TASK ORDER 13-01**

**IWMP Update – Usage Factors Analysis and IWMP Model Update**

**September 13, 2012**

Maddaus Water Management (MWM) staff, principally Lisa Maddaus, Bill Maddaus, and Chris Matyas will assist Rancho Murieta Community Services District (District) in support of the analysis of District's historic water use by lot type and revise the Integrated Water Master Plan (IWMP) to allow for easy editing using revised usage factors. MWM will also develop the supporting documentation needed to present the analysis.

MWM's support for an updated IWMP Model includes the following effort:

- Work with District staff to collect any missing necessary historic water usage data for recent years. (Data is electronically available going back to 1998).
- Based on availability include additional historic data, as appropriate depending on the water usage and the planning scenarios requested (average, peak demand, wet weather, etc).
- Create a summary spreadsheet of all historic data by year on a gallon per day per lot type basis or consider MWM's Demand System Analysis modeling tool.
- Review historical rainfall and evapotranspiration (ETo) from the Water Shortage Contingency Planning effort and decide if weather normalization of the data is necessary or alternatively use a representative water year.
- An optional analysis may be performed for data normalization if needed (assuming monthly data is used) that may include climate factors, changes in price, economic recession, etc.
- Create graphics for each lot type including a 13-month weighted moving average and review of historical minimum and peak demands based on trends in usage to determine a water usage factor for each lot type
- With District staff input, select the data to be imported into the IWMP Model
- Modify the IWMP Model to allow for easily editable water usage factors
- Develop more flexibility in the IWMP Model to allow for future demand projection based on lot type (in addition to the historical planning assumptions on a gpd/EDU for large estate lots already used by the Model) using either a check-box or dropdown list method.
- Develop a brief technical memorandum presenting the graphical and tabular background information used to analyze the historical water usage data and determine the factors.

*Assumptions:*

- Total estimated hours: 130
- The existing the IWMP Model will be used, with additional data inputted based on historical monthly demand by lot type (that does not currently exist)
- MWM will support the above activities to the not to exceed budget limit based on assigned hours shown in Table 1 below.
- Assumes up to four planning scenarios for usage factors.
- Assumes additional \$11,500 for funding if data normalization is needed.



- Assumes the monthly historical data will be District supplied in MS Excel format for the years 1998-2012 only. Additional historical data that is available only in hard copy prior to 1998 will not be included in this analysis.
- Given the data format is not consistent across years between 1998-2012, MWM will build an additional MS Excel summary of all data in a consistent format to perform the analysis.
- Assume technical memorandum deliverable will be brief to simply present a summary of the graphics generated, summary of usage factors and elements of the model that were updated.
- The water usage factors will be developed by MWM with District staff and have two (2) rounds of review and comment, one (1) from staff and one (1) from Board members and general public.
- Assume deliverable of the updated IWMP Model will have minor updates upon review and comment by District staff and Board.
- All documents will be provided in PDF for printing by District staff.
- Up to 2 versions of the Technical Memorandum, one draft for review and comment, and one final version of the technical memorandum
- Up to 4 meetings, 2-hours with District staff and/or Board meeting attendance upon request, assuming 2 are GOTO meetings and 2 are in-person meetings.

*Deliverables:*

- Technical memorandum summarizing: (1) usage factors analysis; and (2) IWMP Model update
- Electronic MS EXCEL version of the updated IWMP Model and other source files.
- Electronic MS WORD and PDF versions of the draft and final technical memorandum
- Other documentation as needed

**Schedule**

This project covers the time period October 2012 through January 2013. The overall project schedule assumes regular progress updates via email sent to Ed Crouse, General Manager from Project Manager, Lisa Maddaus. Periodic check-in calls to review progress and assign priorities and task details and deliverable dates will also occur at a schedule decided by the General Manager.

**Budget**

Maddaus Water Management proposes to conduct the above scope of work on a time and materials basis. A not to exceed fee of \$23,900 is estimated for the work effort outlined above, and additional \$11,500 for data normalization as an optional task. Given the potential changes in addressing the evolving needs of this project covering water usage factors development, it is envisioned that activities associated with this task order may shift in priority and emphasis based on the direction of the District staff. As such, the time and materials basis will govern the overall work effort with regular progress updates to confirm that the work effort is meeting District needs.

**Table 1 – Proposed Rate Schedule**

Staff	Role	Hourly Rate	Total Estimated Hours*
Bill Maddaus	Technical Director	\$250	20
Lisa Maddaus	PM and Technical Staff	\$175	56
Michelle Maddaus	Technical Staff	\$170	10
Chris Matyas	Technical Staff	\$155	36
Linda Maddaus	Accounting/Clerical	\$90	8

\*Without optional task for data normalization.

The staff, roles, hourly rate for each staff person and estimated hours is presented in Table 1. Internal charges for phone, fax, copies and computers will be billed at a charge of \$6 per labor hour (which is added to the labor rates shown in Table 1). Other direct costs (ODCs) including mileage, outside printing charges, and related direct job costs will be billed at actual cost. No air travel or other meeting expenses are anticipated as part of this work effort. All rates are subject to a 3% increase starting on January 1<sup>st</sup> of each year.

MADDAUS WATER MANAGEMENT

RANCHO MURIETA CSD

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

William O. Maddaus  
Owner

Edward R. Crouse  
General Manager

## MEMORANDUM

Date: September 12, 2012  
To: Board of Directors  
From: Edward R. Crouse, General Manager  
Subject: Receive Update on DUI Enforcement Policy

---

### RECOMMENDED ACTION

Receive update and provide direction to staff.

### BACKGROUND

Chief Remson and I attended the Rancho Murieta Association (RMA) Board meeting on August 21, 2012. The RMA Board discussed the District's proposed DUI Enforcement Policy (Policy), for which Chief Remson and I provided background information. The Board requested additional information on the Policy, and referred it to their Compliance/Safety & Grievance Committee.

On September 10, 2012, Chief Remson attended the RMA Compliance/Safety & Grievance Committee Meeting. He provided Scott Adams, Committee Chairperson, along with the other Committee members, information regarding the purpose and goals of the Policy. Scott Adams asked Chief Remson numerous questions, provided by other RMA Board members, about the Policy. Some of the questions require a response from the District's Board of Directors and/or legal counsel. Attached is Chief Remson's talking point summary as well as RMA's list of questions.

Chief Remson answered most of their questions at the Compliance Committee meeting. Those questions in blue were left unanswered by the Chief and deferred to legal counsel and/or the District's Board of Directors for response.

Bob Wright, Rancho Murieta Country Club (RMCC) Board President, sent me a letter addressing RMCC's concerns regarding the proposed DUI Enforcement Policy. RMCC's concerns include DUI enforcement in golf carts, Security Patrol Officers "lie in wait" near the Country Club, and feel that the Security Department's present role is adequate.

We have yet to hear from other HOA's in the community.

Both Chief Remson and I have received only a few calls from residents concerning the policy. Most involved enforcement and authority of the voluntary stops, what is our intention if residents do not stop and the maximum level of force we envision necessary to detain the driver.

Chief Remson is in the process of compiling information on our DUI statistics as well as how other HOA's enforce their DUI Polices.

**To: CSD Security Chief Greg Remson**

**From: Scott Adams, RMA Compliance Committee Chair**

**Date: September 12, 2012**

**Subject: Outline of Questions Asked at Compliance Meeting on September 10, 2012**

**A. CSD Analysis and Research**

Ad Hoc Committee members? Evolution of this proposed policy.

Has CSD consulted with any experts regarding vehicle stops when developing their policy? If so, who and what did they say? If not, why not?

Why does CSD believe this policy will prove to be more beneficial than the potential risks it creates?

Did CSD consider other options beside activating their amber lights to address what they perceive is the problem? If so, what other options were considered, and why were they rejected? If not, why not?

**What did CSD's counsel tell them regarding liability issues? If written, may we see it?**

Does CSD believe that an RMA rule requiring members and their guests to stop for an activated amber light will cause increased compliance? If so, what evidence do they base that on?

What work has CSD done to analyze the problem and give reasonable options to this issue? Has CSD done any analysis and study of how many drivers are likely to stop versus running if amber lights are activated?

Has CSD identified the risk benefit or cost benefit to contract out DUI stops e.g. SSD or CHP.

Is there any other HOA using security to try and make "citizen arrest" to enforce selected DUI stops?

Is CSD aware of any other agencies that use amber lights to attempt to conduct vehicle stops? If so, which agencies, and did they consult with them to find out their experiences? If there are other agencies, and they didn't consult, why not?

Has CSD developed a "Use of Force" policy for behind the gates DUI stops?

**Does the law give CSD the authority to activate "amber" lights as opposed to the red lights of a police vehicle to attempt a vehicle stop when a suspected crime or vehicle code violation has been committed? If so, what is the authority?**

What analysis and study has CSD done to determine whether activating "amber" lights increases or decreases the risks to the community?

If they implement the policy, what criteria will they use to determine if the policy is successful or not?

## **B. Security Training/Background**

What training do current CSD officers (CSD) have in making vehicle stops?

What updated training does CSD provide?

Is CSD trained as DRE Drug Recognition Experts e.g. CHP, if not the cost of this training?

Is CSD trained to identify medical issues e.g. diabetic from post head injuries to DUI drivers? If not the cost of the training?

What additional training is needed and what is the cost for the training of CSD personnel to perform these type of stops? If a security officer does not have the requisite training, will they be providing it?

### **What steps will CSD officers take to ensure that the constitutional rights of any members they detain/arrest are protected?**

Is this increase in risk within the CSD job description, or is POST training required.

## **C. Legal/Insurance**

**Is CSD willing to hold RMA harmless and agree to indemnify and defend RMA in any action arising under the policy?**

**Is CSD willing to name RMA as an additional insured under any policy, etc. that they have?**

**Would CSD seek to hold RMA liable under any theory (indemnity, etc.) if any suit was brought against CSD arising out of the policy?**

They say they are not targeting the CC, ETC events, etc. Does that mean that they will ignore any impaired drivers in those situations, even if they are in that area? If so, why? If not, why do they claim that they won't interfere with CC members, etc.

## **D. Scenarios: Amber lights are activated.**

Driver Stops: Refusal to exit, provide kys, running, back in car, multiple passengers

RMA member is held an hour later CHP arrives, member wants her blood drawn. This takes another hour plus, and the BA comes back under the legal limit.... Now what?

If CSD's officers stop someone, and they try to leave, what actions, if any, will they take to ensure the "suspect" does not leave?

Driver Won't Stop: How far do you follow?

How long are amber lights on?

What do you report to CHP?

Exits gates.

## **E. Golf Carts**

Is CSD's authority to be on the golf course authorized via a contract with the Country Club? If not, what is their authority based on?

If they observe an open container in a golf cart on RMA streets, will they attempt to pull over the cart driver?

Cart Moving Slowly, stop and go, chase?

Resident proceeds to front door on resident property, etc.

August12, 2012

To: Ed Crouse, General Manager, CSD

From: Bob Wright, President, RMCC

RE: CSD Board Agenda, April 15, 2012, Security DUI

Dear Ed,

The Rancho Murieta Country Club is quite concerned in regards to expanding the security staff responsibilities to include "suspected" drunken driving.

Our membership, by far and away, use their golf carts from their homes and the Country Club. More than 1,000 members (residents) utilize the Club and imbibe in alcoholic beverages to some degree. They feel safe not having to worry about getting a designated driver, etc., because they are "within the gates" and can drive their carts home safely without the fear of being pulled over on an untrained suspicion.

You should be aware that our staff takes action when they determine a customer has had too much (often too much before they come into the Club) and actually quite often drive them home or arrange for someone else to take them home.

We already receive complaints, real and/or perceived that the Security Patrol lies in wait just off RMCC property looking for someone to pull over. I wonder do they do the same at Stonehouse Park or Lake Clementia during festivities.

California Highway Patrol Officers are highly trained and experienced in determining if a driver of an automobile acts in a suspicious manner. I believe that it is more than a quantum leap for our Security Staff to do the same. Further, would their action, by contacting the CHP, result in a report to the DMV thereby going on their record. In a golf cart???

I also believe the Board should fully vet those persons who are insisting on some CSD Board action for this police type enforcement.

Make no mistake, that no one wants drunken drivers (alcohol OR drugs) running rampant on our streets in their automobiles. We do appreciate the Security Staff for all that they do, however, putting them in a police-type role would be very tenuous for them and CSD. By creating a strict police policy that would erase the safe feeling of living in Rancho Murieta within the gates is not a solution.

Respectfully,

Bob Wright

# RANCHO MURIETA COMMUNITY SERVICES DISTRICT

<b>Category:</b>	Security	<b>Policy #</b> 2012-14
<b>Title:</b>	DUI Vehicle Stop Policy	

## PURPOSE

The District discourages the operation of any motor vehicle (including golf carts) while under the influence of alcohol or drugs. The purpose of this policy is to set forth guidelines for driving under the influence ("DUI") preventions, stops, and arrests by the District's Security Patrol Officers.

## POLICY AND GUIDELINES

Security Patrol Officers are responsible for protecting lives and property within the District by seeking to prevent offenses from occurring within the District. A Security Patrol Officer's primary responsibility is to observe and report incidents to law enforcement authorities. Security Patrol Officers are not responsible for law enforcement activities. The District discourages the operation of any motor vehicle while under the influence of alcohol or drugs.

If a Security Patrol Officer observes a person operating a motor vehicle that the Security Patrol Officer reasonably believes to be under the influence of alcohol or drugs, and the Security Patrol Officer reasonably believes that the operation of the motor vehicle presents an imminent threat to public safety or property, the California Highway Patrol will immediately be notified to respond for assistance. The Security Patrol Officer may attempt to encourage the driver of the vehicle to voluntarily stop the vehicle when it is reasonably safe to do so. The Security Patrol Officers cannot compel the vehicle to stop and is not authorized to engage in any vehicular pursuit of the vehicle. If the driver of the vehicle does not voluntarily stop, the Security Patrol Officer may continue to follow the vehicle when reasonably safe to do so.

Should the driver of a vehicle suspected of DUI voluntarily stop upon a request of a Security Patrol Officer, the Security Patrol Officer should attempt to determine whether the driver is intoxicated based on objective manifestations of the driver including, without limitation, slurred speech, unsteady on feet, bloodshot watery eyes, smell of alcohol, incoherent, and/or the presence of open alcoholic beverage containers in vehicle. If the Security Patrol Officer feels that the driver is intoxicated, the Security Patrol Officer, already having notified the California Highway Patrol and sought assistance, may make a citizen's arrest of the driver, using the reasonable force necessary to make the arrest if the Security Patrol Officer reasonably believes that allowing the driver to continue to operate the vehicle would present an imminent threat to public safety or property and the arrest can be made without the likelihood of serious bodily injury to the Security Patrol Officer, the driver or other persons.

This policy shall apply only to areas of the District within the security gates.

<b>Approved by Rancho Murieta Community Services District's Board of Directors</b>	
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## MEMORANDUM

Date: September 5, 2012  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: Approve Dump Truck Purchase

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### RECOMMENDED ACTION

Approve the proposal from United Rents for the purchase of a used 5-yard dump truck, in an amount not to exceed \$31,337. Funding to come from Water/Sewer Capital Improvement Reserves, CIP 12-01-2.

### BACKGROUND

The truck we would like to purchase is a 2005 Ford F-650, Class C, 5-yard dump truck with approximately 29,000 miles. It is a rental unit from United Rents that has the typical cosmetic wear and tear on it that could be expected, however it is in good useable condition (photos attached). All service records are included and are up to date. The vehicle is being sold as-is. The quote is attached. Staff tested the vehicle, including driving it on the highway, and found it to be a suitable truck.

Staff researched various rental companies, dealerships, and the internet to find a suitable 5 yard dump truck capable of hauling wet soil and rock, typical of what we haul from excavations. To avoid requiring a California Class B commercial driver's license, staff only looked at dump trucks weighing less than 26,000 lbs with no air brakes, which meet California emission standards. Typical costs for vehicles meeting these requirements ranged from \$10,000 - \$45,000 depending on age, condition, and mileage. Attached are other similar dump trucks and their costs for comparison.

Obtaining a dump truck would allow staff to haul material as necessary for District work; spoils from and fill material for water leak repairs, sewer repairs, drainage maintenance and solids handling from Water and Wastewater facilities, as well as being able to tow heavy equipment. It would provide an appropriate dump truck vs. current flatbed, which will help expedite projects and response time vs. renting. Other trucks looked at sold prior to our being able to get approvals for purchase, which may also occur with this truck.

Total cost includes a \$500 estimate for tax, licensing and registration, which may need to be done separately by the District. Suppliers' quote is attached.

### Update

Since the Improvements Committee was held, United Rentals agreed to lower the overall purchase price of the dump truck by \$1,000 to cover some of the cost for new truck tires, as the rear tires are well used. Also removed was the 30-day Make It Right warranty which was \$100.

The Improvements Committee recommends approval.





800-UR-RENTS (800-877-3687)  
unitedrentals.com

LOCATION #044  
5616 LINDHURST AVENUE  
MARYSVILLE, CA 95901-7109  
530-743-8989 530-743-8979 FAX



# EQUIPMENT SALE QUOTE

# 105166883

**Job Site**

RANCHO MURIETA COMMUNITY SVCS  
15160 JACKSON RD  
RANCHO MURIETA, CA 95683

Office: 916-354-3700 Job: 916-354-3700

**Customer**

RANCHO MURIETA COMMUNITY SVCS  
DISTRICT  
PO BOX 1050  
RANCHO MURIETA, CA 95683

Customer Number : 711088  
Quote Date : 8/27/12

Job Location: 15160 JACKSON RD, RANCHO MU  
Job Number : 1 - RANCHO MURIETA C  
P.O. Number : QUOTE ONLY  
Ordered By : PAUL SIEBENSOHN  
Written By : UR044DD  
Salesperson : 4272

Qty	Equipment #	Price	Amount
1	733552 CC: 952-7050 TRUCK DUMP 5YD CLASS C * Make: FORD Model: F-650 Serial #: 3FRNF65E55V198829 Model Year: 05 MI OUT: 29113.000	29618.49	29618.49
SALES ITEMS:			
Qty	Item number	Stock class	Unit Price Amount
1-	MARKETING REBATE PROMOTIONAL MARKETING REBATE UM: (EA) EACH	MCI	EA 1.700 1.70-
1	UNITED GUARD UNITED GUARD WARRANTY UM: (EA) EACH	MCI	EA 100.700 100.70
Sub-total:			29717.49
Tax:			2295.30
Estimated Total:			32012.79

Customer is hereby notified that United Rentals has assigned its rights (but not its obligations) in the agreement to sell all or any of the used equipment described herein to United Rentals Exchange, LLC., a qualified intermediary, as part of a Section 1031 like-kind exchange program.

Note: This proposal may be withdrawn if not accepted within 30 days.

THIS IS NOT AN EQUIPMENT SALE AGREEMENT/INVOICE. THE SALE OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S EQUIPMENT SALE AGREEMENT/INVOICE, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

# Make It Right™

## Buy used equipment with added peace of mind

When you buy used equipment from United Rentals, we want you to feel confident about your purchase. That's why we offer Make It Right, available for all applicable\* equipment and tool sales, to give you added peace of mind.

With Make It Right:

- If you have a problem with your United Rentals unit in the first 30 days after purchase, we'll Make It Right by repairing the equipment at no additional cost.
- You pay **only \$99** for 30 day coverage on all applicable\* equipment or tool sales.
- You can confidently put your equipment to work right away with added peace of mind. Make It Right extends the assurance you received from United Rentals standard preventative pre-sale inspection.

### Make It Right Eligibility Requirements:

- Equipment must have a sale price of at least \$2,500 and must be less than 8 years old at the time of sale
- Equipment must be geographically located within the United Rentals range of service
- Make It Right is only for the benefit of the original purchaser and is not transferable
- Entities that intend to sell or rent the equipment purchased are not eligible for Make It Right



For program details contact your local branch  
or call 800-UR-RENTS.



Rentals • Sales • Service • Supplies

800-UR-RENTS  
unitedrentals.com

© 2012 United Rentals, Inc. The Make It Right program is available on used equipment and tool sales over \$2,500 (excluding powered licensed units and trailers which are not eligible). Program excludes standard wear on tires, hydraulic lines, undercarriages, hoses, tracks, outside damage or abuse and damage caused by customer including improper use, possession, operation, erection, dismantling, servicing or transport of the equipment. Program is offered only within 72 hours of equipment or tool purchase, and coverage is provided only through the first 30 days after purchase. Program is valid only for the direct purchaser, and may not be assigned or transferred. Program is subject to additional terms and conditions. United Rentals reserves the right to modify or withdraw the above program for any reason, in its sole discretion, with or without notice.



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2006 FORD F650



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Specifications	
Quantity	1
Stock Number	T650817
Year	2006
Manufacturer	FORD
Model	F650
Price	\$35,850 USD
Location	Cary, North Carolina
Condition	Used
Engine Specs	International
Engine Type	VT465
Mileage	29,950 mi
Drive Side	Left Hand Drive

**Detailed Description**  
 ORIGINAL MSRP \$79,987 SAVE THOUSANDS  
 10 FOOT DUMP... 2 AVAILABLE.  
 International VT 465 Engine...Automatic Trans,...Cruise,...AC, AM/FM,... 8,000 lb. Front GVWR,...17,500 lb. Rear GVWR,... 25,500 lb. Total GVWR,... Drivers Air Seat...  
 CALL NOW FOR VIDEO DEMO EMAIL- 919-792-3001  
 Fully Inspected by Crossroads Service Department... Truck has been fully serviced and is ready to go.  
 We have been in business since 1995 and our Factory Trained Technicians just finished a Very Extensive 161 Point Inspection, So you can buy with confidence. ; 4x2

[Say you saw this 2006 FORD F650 On TruckPaper.com!](#)

[Send Crossroads Ford Inc. A Message](#)

Contact:  
**Crossroads Ford Inc.**  
 Truck/Trailer is located in:  
 Cary, North Carolina  
 Phone: (888)479-6620

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# Commercial Truck Trader™

www.commercialtrucktrader.com™

**2005 GMC C5500**

Ad Listing ID: 102310232  
Stock Number: 8569

**\$39,900.00**

**SELLER INFORMATION**

Mayer Equipment Inc  
4235 W Capitol Ave  
West Sacramento, CA 95691



- Toll Free: (888) 291-4268
- <http://www.mayerequipment.com>

**VEHICLE DETAILS**



**Year:** 2005  
**Make:** GMC  
**Model:** C5500  
**Location:** West Sacramento, CA  
**Type:** CLASS 5 (GVW 16001 - 19500)  
**Mileage:** 31,736  
**Engine**  
**Make:** GMC  
**Transmission**  
**Make:** Allison

**SELLER DESCRIPTION**

2005 GMC C5500, FOUR WHEEL DRIVE chassis w/ 11' Dump body w/ fold-down sides and under-body tool boxes. Electric over hydraulic hoist. Only 31K actual miles!



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2005 FORD F650 XL

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Specifications	
Quantity	1
Stock Number	T-2012
Year	2005
Manufacturer	FORD
Model	F650 XL
Price	\$36,500 USD <input type="checkbox"/>
Location	Danville, Virginia
Condition	Used
Cab	Standard Cab
Engine Specs	Cummins
Engine Type	5.9
Fuel Type	Diesel
Horsepower	235
Mileage	33,306 mi
Transmission	7 Spd
Check for Over Drive	No
Engine Brake	No
Suspension	Spring
Length	10 ft
Ratio	4.89
Tires	11RX22.5
Wheels	All Steel
Wheelbase	158 in
Number of Rear Axles	Single
Composition	Steel
Rear Axle Weight	17,500 lb
Front Axle Weight	8,500 lb
Drive Side	Left Hand Drive

**Detailed Description**  
 CUMMINS 5.9(235HP)ENGINE,7 SPD,TRANS,8,500LB.FRT.AXLE,17,500LB.REAR AXLE,11RX22.5 TIRES ON STEEL BUDDS,AC,CRUISE,158"WB.,10"VALLEW STEEL DUMP W/24"SIDES,ASPHALT DOOR,PINTLE HITCH,MANUAL



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[Add To Trucks Of Interest](#)  
[Print This](#)

2005 FORD F650



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Specifications	
Quantity	1
Year	2005
Manufacturer	FORD
Model	F650
Price	\$34,900 USD
Location	Whittier, California
Condition	Used
Mileage	58,000 mi
Drive Side	Left Hand Drive

**Detailed Description**  
 2005 FORD F650 7/8 YARD DUMP, 230HP CAT C7, ALLISON AUTO TRANS, HYD BRAKES, A/C, WHITE, 25.9 GW, ONLY 58K MILES. EQUIPPED WITH A 12FT DUMP (7/8 YARD), PTO OPERATED, DITCH GATE, HITCH. \$34,900 (CALIF CLEAN!!)

[Say you saw this 2005 FORD F650 On TruckPaper.com!](#)

[Send ENTERPRISE MOTORS A Message](#)

Contact:  
**ENTERPRISE MOTORS**  
 Truck/Trailer is located in:  
 Whittier, California  
 Phone: (888)833-5286

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unitedrentals.com

LOCATION #044  
5616 LINDHURST AVENUE  
MARYSVILLE, CA 95901-7109  
530-743-8989 530-743-8979 FAX



# EQUIPMENT SALE QUOTE

# 105166883

**Job Site**

RANCHO MURIETA COMMUNITY SVCS  
15160 JACKSON RD  
RANCHO MURIETA, CA 95683

Office: 916-354-3700 Job: 916-354-3700

**Customer**

RANCHO MURIETA COMMUNITY SVCS  
DISTRICT  
PO BOX 1050  
RANCHO MURIETA, CA 95683

Customer Number : 711088  
Quote Date : 8/27/12

Job Location: 15160 JACKSON RD, RANCHO MU  
Job Number : 1 - RANCHO MURIETA C  
P.O. Number : QUOTE ONLY  
Ordered By : PAUL SIEBENSOHN  
Written By : UR044DD  
Salesperson : 4272

Qty	Equipment #	Price	Amount
1	733552 TRUCK DUMP 5YD CLASS C Make: FORD Model: F-650 Model Year: 05 MI OUT: 29113.000	CC: 952-7050 * Serial #: 3FRNF65E55V198829	28618.49
			Sub-total: 28618.49
			Tax: 2217.93
			Estimated Total: 30836.42
UNIT is SOLD "AS IS".			
Customer is hereby notified that United Rentals has assigned its rights (but not its obligations) in the agreement to sell all or any of the used equipment described herein to United Rentals Exchange, LLC., a qualified intermediary, as part of a Section 1031 like-kind exchange program.			

**Note:** This proposal may be withdrawn if not accepted within 30 days.

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## MEMORANDUM

Date: September 5, 2012  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: Approve Wastewater Facility Paving Project Proposal

---

### RECOMMENDED ACTION

Approve the proposal from Folsom Lake Asphalt for the wastewater facility paving project, in an amount not to exceed \$24,680. Funding to come from Sewer Replacement Reserves.

### BACKGROUND

A request for bids packet with required specifications was distributed to five (5) area paving companies. Two (2) bids were received, with the lowest bid coming from Folsom Lake Asphalt.

The primary purpose for this project is to maintain the roadway along wastewater pond #5 (site 1) to prevent further erosion and degradation of subsurface which is containing the pond, as well as to pave an area by our North Course pump station which receives a lot of traffic daily (site 2).

Work consists of grading and compacting the existing soils, placing geotextile fabric down to strengthen the subgrade material, with installation of four (4) inches of asphalt-concrete over eight inches (8") of class 2 asphalt-base at the two (2) sites, totaling approximately 4,800 square feet.

The areas to be paved are as shown on the diagram below.



Pavement design and specifications were prepared according to an engineering consultant's recommendation based upon a soil analysis beneath the roadway as well as the type of traffic on it.

Attached is a table summarizing the bids received as well as the invited bidders. The actual bids are attached.

	Sent to	Contact info	Site Visit	Bid
1	<b>JB Bostick</b>	Tim Buss <a href="mailto:timb@jbbostick.net">timb@jbbostick.net</a>	Yes	-
2	<b>Sierra Asphalt</b>	<a href="mailto:trc@sierraasphalt.com">trc@sierraasphalt.com</a> 635-9898	Yes	\$36,906.05
3	<b>Folsom Lake Asphalt</b>	638-6794 Dave Gilbert <a href="mailto:mickey@folsomlakeasphalt.com">mickey@folsomlakeasphalt.com</a>	Yes	\$24,680
4	<b>Granite Construction</b>	<a href="mailto:Mike.heddinger@gcinc.com">Mike.heddinger@gcinc.com</a>	No	-
5	<b>Teichert</b>	<a href="mailto:estannard@teichert.com">estannard@teichert.com</a> 916-648-4800	No	-

**The Improvements Committee recommends approval.**

**1. BIDDING FORMS**

**BID**

Proposal of Sierra Asphalt, Inc.  
(hereinafter called Bidder), organized and existing under the laws of the State of  
California, doing business as Sierra Asphalt, Inc..\*

Bidder agrees to perform all the work described for the following Lump Sum or unit prices:

(See Bid Schedule on the following pages.)

## CONTRACT BID SCHEDULE

### WATER TREATMENT PLANT SIDING REPAIR & PAINT PROJECT

The bidder shall submit a bid for all of the bid items. In case of an error in the extension of prices, the unit price shall govern. In case of an error in summation, the total of the corrected bid amounts shall govern.

The bid items as listed are meant to encompass all work items as called out in the contract specification and as shown on the plans. If an item is not specifically mentioned, it shall be assumed to be included in the most appropriate bid item. For definition of the bid items, see the Technical Specifications.

ITEM #	DESCRIPTION	APPROX. QUANTITY	Unit Price (per ton)	TOTAL PRICE
1	<b>Site 1)</b> Roadway along Pond#5 (3,500sq.ft*) at four (4) inches of type "B" asphalt. <b>Site 2)</b> Asphalt next North Pump Station (1,300sq.ft*) at four (4) inches of type "B" asphalt.	1) 42 cu.yds 2) 16 cu.yds 58 cubic yards 116 Tons	\$117.43	\$ 13,621.88
2	Class 2 Aggregate Base, at eight (8) inches	230 Tons 115 cu.yds	\$37.32	\$ 8,583.60
3	Mobilization / Demobilization			\$ 2,760.57
4	Labor			\$ 11,940.00
				<b>TOTAL</b> \$ 36,906.05

\*Quantities to be verified by contractors

Quantities for unit price bid items are estimated, but payment will be made only for actual quantities of work completed.

Respectfully Submitted:

*Matt Marble*

Signature

Operations Manager

Title

Sierra Asphalt, Inc.

Company

3755 Omeo Cirde Unit 2

Address

Rancho Cordova, CA 95742

City, State

8/17/12

Date

457414

License Number

Attest

*Jerry Meier*

5

## DESIGNATION OF SUBCONTRACTORS

The following is the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder.

TYPE OF WORK	NAME	LICENSE NO.	BUSINESS ADDRESS
	<i>None</i>		

## STATEMENT OF EXPERIENCE OF BIDDER

The Bidder shall state below what work of similar magnitude, character and comparable difficulty at similar rates of progress he has done, and give references that will enable the District to judge his experience, skill, and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the contract. The District will require that the Contractor have the necessary experience and ability to perform the work, and if, in the opinion of the District, any bidder does not have the requisite experience or ability, the bid of that bidder may be rejected as not responsive. The Contractor is also expected to utilize only personnel experienced with the equipment under the conditions described on this job. By signing below, the Contractor agrees to abide by this clause. Failure to comply shall be sufficient cause for termination of this contract by the District. Should this occur, the District shall withhold sufficient monies from the Contract to ensure completion of the job in a timely manner and to pay any liquidated damages due the District. By signing below, Contractor covenants, warrants and represents the following:

1. Contractor is knowledgeable and experienced in performing services comparable to the work required by District under the Contract.
2. The Work shall be performed in a manner consistent with the highest level of care and skill exercised by other contractors performing similar work.
3. Contractor is currently, and at all times during the performance of the Work will be, qualified to carry out and perform the Work by reason of the fact that Contractor and its personnel are in compliance and will continue to comply with (a) all federal, state and local licensing, registration, certification, training, environmental, and health and safety requirements governing the performance of the Work; and (b) all applicable laws, codes, ordinances, rules, regulations and requirements of federal, state, local or other authorities (collectively, "Government(al) Agencies") having jurisdiction over the Work.

Contractor understands that if Contractor is the successful bidder, the foregoing representations, warranties and covenants are a material inducement in District's retention of Contractor to perform the Work.

<u>LOCATION OF WORK</u>	<u>CONTACT PERSON</u>	<u>CONTACT PHONE</u>
<u>Swanston Park</u>	<u>Debby Walker</u>	<u>916-488-7276</u>
<u>Arden Middle School</u>	<u>Richard Harris</u>	<u>916-971-5704</u>
<u>CSUS</u>	<u>Todd McComb</u>	<u>916-278-5183</u>

Respectfully submitted,



\_\_\_\_\_  
(Signature)

# WASTEWATER FACILITY PAVING PROJECT

CIP NO. 12-05-2

## ADDENDUM No.1

To: All prospective bidders

This addendum forms a part of the Contract Documents and modifies the original bid document.

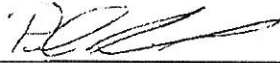
Bidders shall acknowledge receipt of this Addendum in the space below and include this page with the proposal. Failure to do so may subject the bidder to disqualification.

Bidders shall also acknowledge receipt of the Addendum providing a read receipt to this document sent.

The time of day, date, and place of receiving bids remains unchanged.

Approved;

BY




DATE:

8/8/12

Director of Field Operations  
Rancho Murieta Community Services District

I acknowledge receipt of this Addendum No. 1, consisting of two pages including this one.

Signed:



Date:

8/17/12

Contractor:

Sierra Asphalt, Inc.



**1. BIDDING FORMS**

BID

Proposal of **Folsom Lake Asphalt, Inc.**  
(hereinafter called Bidder), organized and existing under the laws of the State of  
CALIFORNIA, doing business as **Folsom Lake Asphalt, Inc.**.\*

Bidder agrees to perform all the work described for the following Lump Sum or unit prices:

(See Bid Schedule on the following pages.)

## CONTRACT BID SCHEDULE

### WATER TREATMENT PLANT SIDING REPAIR & PAINT PROJECT

The bidder shall submit a bid for all of the bid items. In case of an error in the extension of prices, the unit price shall govern. In case of an error in summation, the total of the corrected bid amounts shall govern.


The bid items as listed are meant to encompass all work items as called out in the contract specification and as shown on the plans. If an item is not specifically mentioned, it shall be assumed to be included in the most appropriate bid item. For definition of the bid items, see the Technical Specifications.

ITEM #	DESCRIPTION	APPROX. QUANTITY	Unit Price (per ton)	TOTAL PRICE
1	<b>Site 1)</b> Roadway along Pond#5 (3,500sq.ft*) at four (4) inches of type "B" asphalt. <b>Site 2)</b> Asphalt next North Pump Station (1,300sq.ft*) at four (4) inches of type "B" asphalt.	1) 42 cu.yds 2) 16 cu.yds 58 cubic yards		\$ 9600
2	Class 2 Aggregate Base, at eight (8) inches	115 cu.yds		\$ 4692
3	Mobilization / Demobilization			\$ 2450
4	Labor			\$ 7938
				<b>TOTAL</b> \$ 24,680

\*Quantities to be verified by contractors

Quantities for unit price bid items are estimated, but payment will be made only for actual quantities of work completed.

Respectfully Submitted:

  
 \_\_\_\_\_ Signature  
 Project Mgr/Estimator  
 Folsom Lake Asphalt, Inc. Title

\_\_\_\_\_ Company  
 2591 Mercantile Dr, Ste A  
 Rancho Cordova, CA 95742 Address  
 \_\_\_\_\_ City, State  
 August 9, 2012 Date  
 \_\_\_\_\_ License Number  
 CA 699476

Attest  \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**

The following is the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder.

TYPE OF WORK	NAME	LICENSE NO.	BUSINESS ADDRESS
SAW cutting	California Cut + Cure	894220	11359 Sunrise Gold circle
			Ste A. Rancho Cordova

**STATEMENT OF EXPERIENCE OF BIDDER**


The Bidder shall state below what work of similar magnitude, character and comparable difficulty at similar rates of progress he has done, and give references that will enable the District to judge his experience, skill, and business standing and his ability to conduct the work as completely and as rapidly as required under the terms of the contract. The District will require that the Contractor have the necessary experience and ability to perform the work, and if, in the opinion of the District, any bidder does not have the requisite experience or ability, the bid of that bidder may be rejected as not responsive. The Contractor is also expected to utilize only personnel experienced with the equipment under the conditions described on this job. By signing below, the Contractor agrees to abide by this clause. Failure to comply shall be sufficient cause for termination of this contract by the District. Should this occur, the District shall withhold sufficient monies from the Contract to ensure completion of the job in a timely manner and to pay any liquidated damages due the District. By signing below, Contractor covenants, warrants and represents the following:

1. Contractor is knowledgeable and experienced in performing services comparable to the work required by District under the Contract.
2. The Work shall be performed in a manner consistent with the highest level of care and skill exercised by other contractors performing similar work.
3. Contractor is currently, and at all times during the performance of the Work will be, qualified to carry out and perform the Work by reason of the fact that Contractor and its personnel are in compliance and will continue to comply with (a) all federal, state and local licensing, registration, certification, training, environmental, and health and safety requirements governing the performance of the Work; and (b) all applicable laws, codes, ordinances, rules, regulations and requirements of federal, state, local or other authorities (collectively, "Government(al) Agencies") having jurisdiction over the Work.

Contractor understands that if Contractor is the successful bidder, the foregoing representations, warranties and covenants are a material inducement in District's retention of Contractor to perform the Work.

<u>LOCATION OF WORK</u>	<u>CONTACT PERSON</u>	<u>CONTACT PHONE</u>
Granite Bay Road Over Hwy	Brian Moses	(916) 988-0205
35th St. Rehab	MARTY BARKER	(916) 481-3772
Foster Elem School	Rock Morgan	(209) 321-3926

Respectfully submitted,

  
 \_\_\_\_\_  
 (Signature)

# WASTEWATER FACILITY PAVING PROJECT

CIP NO. 12-05-2

## ADDENDUM No.1

To: All prospective bidders

This addendum forms a part of the Contract Documents and modifies the original bid document.

Bidders shall acknowledge receipt of this Addendum in the space below and include this page with the proposal. Failure to do so may subject the bidder to disqualification.

Bidders shall also acknowledge receipt of the Addendum providing a read receipt to this document sent.

The time of day, date, and place of receiving bids remains unchanged.

Approved;

BY



DATE:

8/8/12

Director of Field Operations  
Rancho Murieta Community Services District

I acknowledge receipt of this Addendum No. 1, consisting of two pages including this one.

Signed:

David Gibb

Date:

8-13-2012

Contractor:

Folsom Lake Asphalt, INC.

## MEMORANDUM

Date: September 10, 2012  
To: Board of Directors  
From: Edward R. Crouse, General Manager  
Subject: Approve Proposed Cooperative Agreement for Water Reuse Feasibility Study

---

### RECOMMENDED ACTION

Approve Proposed Cooperative Agreement R12AC20051 for Water Reuse Feasibility Study.

### BACKGROUND

The purpose of this project is to investigate and identify opportunities to reclaim and reuse municipal, industrial, domestic and agricultural wastewater and naturally impaired ground and surface water. The project is not primarily for the direct benefit of Reclamation or other Federal government agencies. The Federal government will not be receiving any form of deliverable product or service, unless otherwise authorized by the statute.

The District applied for Federal funding under WaterSMART Funding Opportunity Announcement No. R12SF800082, "Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program".

The District proposes to complete a Title XVI water reuse feasibility study to identify and evaluate the feasibility of expanding the existing water reuse system to provide recycled water to existing and future customers, reducing or eliminating withdrawals from the Cosumnes River and effluent discharges.

District counsel, Jonathan Hobbs, has reviewed the proposed agreement and found no major concerns with the agreement.



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**Cooperative Agreement  
Between  
Bureau of Reclamation  
And  
Rancho Murieta Community Services District  
for  
Water Reuse Expansion Feasibility Study**

## **I. OVERVIEW AND SCHEDULE**

### **1. AUTHORITY**

This Cooperative Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and Rancho Murieta Community Services District, hereinafter referred to as the “Recipient” or “Grantee,” pursuant to, Public Law 102-575, Section 1604, Reclamation Wastewater and Groundwater Study and Facilities Act of 1992, as amended. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

#### **SECTION 1604 - FEASIBILITY STUDIES**

(a) General authority; Federal and non-Federal cost shares - The Secretary is authorized to participate with appropriate Federal, State, regional, and local authorities in studies to determine the feasibility of water reclamation and reuse projects recommended for such study pursuant to section 1603 of this title. The Federal share of the costs of such feasibility studies shall not exceed 50 per centum of the total, except that the Secretary may increase the Federal share of the costs of such feasibility study if the Secretary determines, based upon a demonstration of financial hardship on the part of the non-Federal participant, that the non-Federal participant is unable to contribute at least 50 per centum of the costs of such study. The Secretary may accept as part of the non-Federal cost share the contribution of such in-kind services by the non-Federal participant that the Secretary determines will contribute substantially toward the conduct and completion of the study.

(b) Federal share considered project costs; reimbursement - The Federal share of feasibility studies, including those described in sections 1606 and 1608 through 1610 of this title, shall be considered as project costs and shall be reimbursed in accordance with the Federal reclamation laws, if the project studied is implemented.

(c) Matters to be considered - In addition to the requirements of other Federal laws, feasibility studies conducted by the Secretary or the non-Federal project sponsor under sections of this title shall consider, among other things -

- (1) near- and long-term water demand and supplies in the study area;
- (2) all potential uses for reclaimed water;
- (3) at least two alternative measures or technologies available for water reclamation, distribution, and reuse for the project under consideration;
- (4) public health and environmental quality issues associated with use of reclaimed water;
- (5) whether development of the water reclamation and reuse measures under study would -
  - (A) reduce, postpone, or eliminate development of new or expanded water supplies,
  - (B) reduce or eliminate the use of existing diversions from natural watercourses or withdrawals from aquifers, or
  - (C) reduce the demand on existing Federal water supply facilities;
- (6) the market or dedicated use for reclaimed water in the project's service area; and
- (7) the financial capability of the non-Federal project sponsor to fund its proportionate share of the project's construction costs on an annual basis.

## **2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION**

The public purpose of this project is to investigate and identify opportunities to reclaim and reuse municipal, industrial, domestic and agricultural wastewater, and naturally impaired ground and surface water. The project is not primarily for the direct benefit of Reclamation or other Federal government agencies. The Federal government will not be receiving any form of deliverable product or service, unless otherwise authorized by the statute.

As a result of this investigative study, the recipient will have empirical data that will assist them in the allocation of water to their stakeholders and water users.

## **3. BACKGROUND AND OBJECTIVES**

The District is located on the cusp of the Sierra foothills approximately 25 miles east of Sacramento, California on Highway 19. The District's water supply consists of seasonal diversions from the Cosumnes River, a tributary of the Mokelumne River. The Cosumnes River flows as one fork into southern Sacramento County, joining the Mokelumne and emptying into the Sacramento-San Joaquin Delta. The District was formed in 1982 to provide water supply, treatment, and distribution; wastewater collection, treatment, and reuse; storm drainage collection and disposal; and flood control services for the community of Rancho Murieta.

The District applied for Federal funding under WaterSMART Funding Opportunity Announcement No. R12SF80082, "Development of Feasibility Studies under the Title XVI Water Reclamation and Reuse Program".

The District proposes to complete a Title XVI water reuse feasibility study to identify and evaluate the feasibility of expanding the existing water reuse system to provide recycled water to existing and future consumers, reducing or eliminating withdrawals from the Cosumnes River and effluent discharges.

The proposed project to be studied would result in a reduction in future surface water diversions, provide an opportunity to offset potable demands, assist in effluent disposal, mitigate drought, increase local water supply reliability, and potentially provide beneficial conditions supporting the Delta ecosystems.

## **5. Objectives**

The main objective is for the District to conduct a feasibility study and produce a feasibility report that complies with Reclamation Manual, Directives and Standards, WTR 11-01, "Title XVI Water Reclamation and Reuse Program Feasibility Study Review Process". In order to successfully complete a feasibility report, the District will identify and evaluate multiple issues including, but not limited to:

- demand for reuse,
- benefits and impacts of withdrawing additional Cosumnes River effluent,
- capital improvements needed to deliver reuse water to meet the demand,
- operational and maintenance costs associated with capital improvements, and
- public outreach opportunities

The District will study the expansion of effluent reuse—which is currently utilized for golf course irrigation only—from the District wastewater treatment facility, to serve the water needs of current and future commercial users, parks, open spaces, and future residential development.

## **4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY**

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is **\$43,209.00**, of which the initial amount of federal funds available is limited to **\$43,209.00** as indicated by "this obligation" within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

## 5. SCOPE OF WORK AND MILESTONES

Objectives are as follows:

### Objective 1: Project Management, Meetings, and Reporting

- Schedule, facilitate, and participate at multiple project meetings and/or workshops.
- Maintain collaborative communication with Reclamation.
- Ensure all reporting requirements are timely.
- Submit reimbursement requests to Reclamation.

### Objective 2: Water Balance

Develop a water balance for the existing and phased expansions of the recycled water system to provide an estimate of monthly effluent production, historic weather data, storage volume requirements, and irrigation demands.

### Objective 3: Recycled Water Program Expansion Feasibility Study

Update the District's 2009 Recycled Water Feasibility Study to:

- Describe the criteria used to identify the improvements necessary to expand the recycled water system
- Recommend an approach to phase improvements throughout the planning horizon based on anticipated development timelines,
- Determine how the expansion alternatives compare to other competing alternatives with regard to social, environment, and economic benefits/detriments, and
- Prepare and submit a Feasibility Report to Reclamation

Activity	Start Date	Completion Date
Task 1: Project Management, Meetings, and Reporting		09/30/2014
Task 2: Water Balance		
Task 3: Recycled Water Program Expansion Feasibility Study		12/31/2013

## 6. RESPONSIBILITY OF THE PARTIES

### 6.1 Recipient Responsibilities

**6.1.1** The Recipient shall carry out the Scope of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the Scope of Work contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

## 6.2 Reclamation Responsibilities

**6.2.1** Reclamation will monitor and provide federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the Scope of Work. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the Scope of Work and objectives of this Agreement.

For Title XVI projects, Reclamation's substantial involvement occurs prior to construction. Substantial involvement by Reclamation is anticipated during the performance of activities funded under this Agreement. In support of this Agreement, Reclamation will be responsible for the following:

- Assists the project sponsor in developing and carrying-out a feasibility study that produces feasibility report;
- Reviews the feasibility report and makes a formal determination of feasibility;
- Assists the project sponsor in developing both environmental and cultural resources studies to determine compliance with all applicable Federal rules and regulations; and
- Reviews those studies and makes a formal determination of compliance.

## 7. BUDGET

**7.1 Budget Estimate.** Following is the estimated budget for this Agreement. As federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

Item	Estimated Cost
Salaries and Wages	\$18,947.28
Fringe Benefits	\$8,526.00
Contractual	\$52,945.00
Reporting	\$4,000.00
Legal	\$2,000.00
<i>Total</i>	\$86,418.28

## **7.2 Cost Sharing Requirement**

At least 50% non-federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

## **7.3 Pre-Award Incurrence of Costs**

The Recipient shall be entitled to reimbursement for costs incurred on or after July 01, 2011, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

## **7.4 Allowable Costs (2 CFR Part §225)**

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following Office of Management and Budget (OMB) Circular, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR Part 225 (OMB Circular A-87), "Cost Principles for State, Local, and Indian Tribal Governments"

Expenditures for the performance of this Agreement must conform to the requirements within this Circular. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final report.

## **7.5 Changes (43 CFR §12.70).**

(a) *General.* Grantees and sub-grantees are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived by the awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the awarding agency.

(b) *Relation to cost principles.* The applicable cost principles (see 43 §12.62) contain requirements for prior approval of certain types of costs. Except where waived, those requirements apply to all grants and sub-grants even if paragraphs (c) through (f) of this section do not.

(c) *Budget changes.*

(1) *Non-construction projects.* Except as stated in other regulations or an award document, grantees or sub-grantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a non-construction award:

(i) Any revision which would result in the need for additional funding.

(ii) Unless waived by the awarding agency, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.

(iii) Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).

(2) *Construction projects.* Grantees and sub-grantees shall obtain prior written approval for any budget revision which would result in the need for additional funds.

(3) *Combined construction and non-construction projects.* When a grant or sub-grant provides funding for both construction and non-construction activities, the grantee or sub-grantee must obtain prior written approval from the awarding agency before making any fund or budget transfer from non-construction to construction or vice versa.

(d) *Programmatic changes.* Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any of the following actions is anticipated:

(1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).

(2) Need to extend the period of availability of funds.

(3) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.

(4) Under non-construction projects, contracting out, sub-granting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award, *unless included in the initial funding proposal.* This approval requirement is in addition to the approval requirements of 43 §12.76 but does not apply to the procurement of equipment, supplies, and general support services.

(e) *Additional prior approval requirements.* The awarding agency may not require prior approval for any budget revision which is not described in paragraph (c) of this section.

(f) *Requesting prior approval.*

(1) A request for prior approval of any budget revision will be in the same budget format the grantee used in its application and shall be accompanied by a narrative justification for the proposed revision.

(2) A request for a prior approval under the applicable Federal cost principles (see §12.62) may be made by letter.

(3) A request by a sub-grantee for prior approval will be addressed in writing to the grantee. The grantee will promptly review such request and shall approve or disapprove the request in writing. A grantee will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the grantee. If the revision, requested by the sub-grantee would result in a change to the grantee's approved project which requires Federal prior approval, the grantee will obtain the Federal agency's approval before approving the sub-grantee's request.

## **7.6 Modifications**

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 43 CFR 12.83.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

## **8. KEY PERSONNEL**

### **8.1 Recipient's Key Personnel**

The Recipient's Project Manager for this Agreement shall be:

Mr. Edward R. Crouse  
Rancho Murieta Community Services District  
15160 Jackson Road  
Rancho Murieta, CA 95683  
Phone: (916) 354-3700/Fax: (916) 354-2082  
Email: [ecrouse@rmcsd.com](mailto:ecrouse@rmcsd.com)



Changes to Key Personnel require compliance with 43 CFR 12.70(d)(3).

## **8.2 Reclamation's Key Personnel**

### **8.2.1 Grants Officer (GO):**

Maria E. Castaneda, MP-3813  
Bureau of Reclamation  
Mid-Pacific Region, Acquisition Services  
2800 Cottage Way, Room E-1815  
Sacramento, California 95825-1898  
Phone: (916) 978-5148/Fax: (916) 978-5175  
Email: [mcastaneda@usbr.gov](mailto:mcastaneda@usbr.gov)

(a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:

- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (2) Approve through formal modification changes in the scope of work and/or budget;
- (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
- (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
- (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

### **8.2.2 Grants Officer Technical Representative (GOTR):**

David T. White, MP-720  
Bureau of Reclamation  
Mid Pacific Region  
2800 Cottage Way  
Sacramento, California 95825  
Phone: (916) 978-5074  
Email: [dwhite@usbr.gov](mailto:dwhite@usbr.gov)

- (a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:
- (1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;
  - (2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;
  - (3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;
  - (4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;
- (b) The GOTR does not have the authority to and may not issue any technical assistance which:
- (1) Constitutes an assignment of additional work outside the scope of work of the Agreement;
  - (2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
  - (3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

## **9. REPORTING REQUIREMENTS AND DISTRIBUTION**

**9.1 Non-compliance.** Failure to comply with the reporting requirements contained in this Agreement may be considered a material non-compliance with the terms and conditions of the award. Non compliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 43 CFR §12.83.

**9.2 Financial Reports.** Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

### **9.3 Monitoring and reporting program performance (43 CFR §12.80)**

(a) *Monitoring by grantees.* Grantees are responsible for managing the day-to-day operations of grant and sub-grant supported activities. Grantees must monitor grant and sub-grant supported

activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) *Non-construction performance reports.* The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency, this report will be due on the same date as the final Financial Status Report.

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

(2) Performance reports will contain, for each grant, brief information on the following:

(i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.

(ii) The reasons for slippage if established objectives were not met.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(3) Grantees will not be required to submit more than the original and two copies of performance reports.

(4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for sub-grantees.

(c) *Construction performance reports.* For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to monitor progress under construction grants and sub-grants. The Federal agency will require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(d) *Significant developments.* Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or sub-grant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) *Waivers, extensions.*

(1) Federal agencies may waive any performance report required by this part if not needed.

(2) The grantee may waive any performance report from a sub-grantee when not needed. The grantee may extend the due date for any performance report from a sub-grantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

**9.4 Report Frequency and Distribution.** The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

REQUIRED REPORTS	Interim Reports	Final Report
<b>Performance Report</b>		
Format	No specific format required. See content requirements within Section 9.3 (43 CFR 12.80) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (43 CFR 12.80) above.
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	<b>For Semi-Annual Reporting:</b> October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period	Within 90 days after the completion date of the Agreement
First Report Due Date	The <b>first</b> performance report is due for reporting period ending <b>March 31, 2013.</b>	N/A
Submit to:	Admin POC and GOTR	Admin POC and GOTR
<b>Federal Financial Report</b>		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	<b>For Semi-Annual Reporting:</b> October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the	Within 90 days after the completion

	Reporting Period	date of the Agreement
First Report Due Date	The <b>first</b> Federal financial report is due for reporting period ending <b>March 31, 2013</b>	N/A
Submit to:	Admin POC and GOTR	Admin POC and GOTR

\* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

## 10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable State, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for and will complete any appropriate environmental compliance requirements, as identified above, pertinent to Reclamation pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.

## **II. RECLAMATION STANDARD TERMS AND CONDITIONS - STATES, LOCAL GOVERNMENTS, AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS**

### **1. REGULATIONS**

The regulations at 43 CFR, Part 12, Subparts A, C, E, and F, are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this Agreement. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

**1.1** Colleges and Universities that are Recipients or sub-recipients shall use the following:

2 CFR Parts 215 and 220 (Circular A 21), "Cost Principles for Educational Institutions"

Circular A 110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

**1.2** State, Local and Tribal Governments that are Recipients or sub-recipients shall use the following:

2 CFR Part 225 (Circular A 87), "Cost Principles for State, Local, and Indian Tribal Governments"

Circular A 102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments" (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12, Subpart C)

Circular A-133, revised June 27, 2003, Audits of States, Local Governments, and Non-Profit Organizations"

**1.3** Nonprofit Organizations that are Recipients or sub-recipients shall use the following:

2 CFR Part 230 (Circular A 122), "Cost Principles for Non-Profit Organizations"

Circular A 110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

**1.4** Organizations other than those indicated above that are Recipients or sub-recipients shall use the basic principles of OMB Circular A-110 (Codification by Department of Interior, 43 CFR 12, Subpart F), and cost principles shall be in accordance with 48 CFR Subpart 31.2.

**1.5** 43 CFR 12.77 sets forth further regulations that govern the award and administration of sub-awards by State governments.

## **2. PAYMENT**

### **2.1 Payment Standards. (43 CFR §12.61)**

(a) *Scope.* This section prescribes the basic standard and the methods under which a Federal agency will make payments to grantees, and grantees will make payments to sub-grantees and contractors.

(b) *Basic standard.* Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or sub-grantee, in accordance with Treasury regulations at 31 CFR Part 205.

(c) *Advances.* Grantees and sub-grantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or sub-grantee.

(d) *Reimbursement.* Reimbursement shall be the preferred method when the requirements in paragraph (c) of this section are not met. Grantees and sub-grantees may also be paid by reimbursement for any construction grant. Except as otherwise specified in regulation, Federal agencies shall not use the percentage of completion method to pay construction grants. The grantee or sub-grantee may use that method to pay its construction contractor, and if it does, the awarding agency's payments to the grantee or sub-grantee will be based on the grantee's or sub-grantee's actual rate of disbursement.

(e) *Working capital advances.* If a grantee cannot meet the criteria for advance payments described in paragraph (c) of this section, and the Federal agency has determined that reimbursement is not feasible because the grantee lacks sufficient working capital, the awarding agency may provide cash or a working capital advance basis. Under this procedure the awarding agency shall advance cash to the grantee to cover its estimated disbursement needs for an initial period generally geared to the grantee's disbursing cycle. Thereafter, the awarding agency shall reimburse the grantee for its actual cash disbursements. The working capital advance method of payment shall not be used by grantees or sub-grantees if the reason for using such method is the

unwillingness or inability of the grantee to provide timely advances to the sub-grantee to meet the sub-grantee's actual cash disbursements.

(f) *Effect of program income, refunds, and audit recoveries on payment.*

- (1) Grantees and sub-grantees shall disburse repayments to and interest earned on a revolving fund before requesting additional cash payments for the same activity.
- (2) Except as provided in paragraph (f)(1) of this section, grantees and sub-grantees shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

(g) *Withholding payments.*

- (1) Unless otherwise required by Federal statute, awarding agencies shall not withhold payments for proper charges incurred by grantees or sub-grantees unless—
  - (i) The grantee or sub-grantee has failed to comply with grant award conditions, or
  - (ii) The grantee or sub-grantee is indebted to the United States.
- (2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with §12.83(c).
- (3) A Federal agency shall not make payment to grantees for amounts that are withheld by grantees or sub-grantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or sub-grantees actually disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(h) *Cash depositories.*

- (1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and sub-grantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.
- (2) A grantee or sub-grantee shall maintain a separate bank account only when required by Federal-State Agreement.
  - (i) *Interest earned on advances.* Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and sub-grantees shall promptly, but at



least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub-grantee may keep interest amounts up to \$100 per year for administrative expenses.

## **2.2 Payment Method**

**Requesting Payments** -- Requests for advance or reimbursement may be made by the following methods:

**(1) SF-270, Request for Advance or Reimbursement** - Recipients may submit an original and properly certified SF-270 form to the GO. Requests for reimbursement may be submitted on a monthly basis or more frequently if authorized by the (GO). Recipients may not request advance payments for anticipated expenses that are greater than one month in advance of the request.

**(2) SF-271, Outlay Report and Request for Reimbursement for Construction Programs** - The SF-271 shall be used for construction Agreements paid by the reimbursement method, letter of credit, electronic funds transfer, or Treasury check advance, except where the advance is based on periodic requests from the Recipient, in which case the SF-270 shall be used. This request may be submitted on a quarterly basis, but no less frequently than on an annual basis. Recipients may submit an original, properly certified SF-271 form to the GO.

**(3) Automated Standard Application for Payments (ASAP)** - Recipients may utilize the Department of Treasury ASAP payment system to request advances or reimbursements. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. Recipient procedures must minimize the time elapsing between the drawdown of federal funds and the disbursement for agreement purposes.

*Recipients interested in enrolling in the ASAP system, please contact Dee Devillier at 303-445-3461 or Sheri Oren at 303-445-3448.*

## **3. PROCUREMENT STANDARDS (43 CFR §12.76)**

(a) *States.* When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub-grantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.*

(1) Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and sub-grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantee and sub-grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub-grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub-grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and sub-grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub-grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and sub-grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and sub-grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and sub-grantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and sub-grantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub-grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub-grantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or sub-grantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub-grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and sub-grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or sub-grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub-grantee.

(c) *Competition.*

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of §12.76. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Non-competitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

(2) Grantees and sub-grantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub-grantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough

qualified sources to ensure maximum open and free competition. Also, grantees and sub-grantees will not preclude potential bidders from qualifying during the solicitation period.

*(d) Methods of procurement to be followed - (1) Procurement by small purchase procedures.*

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$150,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in §12.76(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub-grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub-grantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and sub-grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.*

(1) Grantees and sub-grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or

regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and sub-grantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see §12.62). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.*

(1) Grantees and sub-grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub-grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub-grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or sub-grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or



(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub-grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub-grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or sub-grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub-grantee that it is complying with these standards. A grantee or sub-grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub-grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the contractor for 100 percent of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) *A payment bond on the part of the contractor for 100 percent of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) *Contract provisions.* A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C.

1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

#### **4. EQUIPMENT (43 CFR §12.72)**

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or sub-grant will vest upon acquisition in the grantee or sub-grantee respectively.

(b) *States.* A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and sub-grantees will follow paragraphs (c) through (e) of this section.

(c) *Use.*

(1) Equipment shall be used by the grantee or sub-grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or sub-grantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §12.65(a) to earn program income, the grantee or sub-grantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.

(4) When acquiring replacement equipment, the grantee or sub-grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or sub-grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess and disposition actions.

(f) *Federal equipment.* In the event a grantee or sub-grantee is provided Federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or sub-grantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.

(g) *Right to transfer title.* The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
- (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 12.72(e).
- (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

## **5. SUPPLIES (43 CFR §12.73)**

(a) *Title.* Title to supplies acquired under a grant or sub-grant will vest, upon acquisition, in the grantee or sub-grantee respectively.

(b) *Disposition.* If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other Federally sponsored programs or projects, the grantee or sub-grantee shall compensate the awarding agency for its share.

## **6. INSPECTION**

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

## **7. AUDIT (31 U.S.C. 7501-7507)**

Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133. Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133,

§ \_\_\_.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

## **8. ENFORCEMENT (43 CFR §12.83)**

(a) *Remedies for noncompliance.* If a grantee or sub-grantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or sub-grantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or sub-grantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or sub-grantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or sub-grantee resulting from obligations incurred by the grantee or sub-grantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or sub-grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or sub-grantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or sub-grantee from being subject to "Debarment and Suspension" under E.O. 12549 ((2 CFR 29.5.12 and 2 CFR 1400, Subpart C).

## **9. TERMINATION FOR CONVENIENCE (43 CFR §12.84)**

Except as provided in 43 CFR §12.83 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or sub-grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or sub-grantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §12.83 or paragraph (a) of this section.

## **10. DEBARMENT AND SUSPENSION (2 CFR §1400)**

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Non-procurement), which adopt the common rule for the government-wide system of debarment and suspension for non-procurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

## **11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)**

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

## **12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE**

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans

with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

### **13. COVENANT AGAINST CONTINGENT FEES**

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee

### **14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)**

Trafficking in persons:

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or sub-awards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either

(A) Associated with performance under this award; or



(B) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 *CFR part 1400*.

(b) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 *CFR part 1400*.

(c) *Provisions applicable to any recipient:*

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.

(d) *Definitions.* For purposes of this award term:

(1) “Employee” means either:

(i) An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)**

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)**

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.

(b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.

**(c) Exemptions to the URA and 49 CFR Part 24**

(1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).

(2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

- (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
- (ii) inform the owner in writing of what it believes to be the market value of the property

**(d) Review of Land Acquisition Appraisals.** Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of Interior's Appraisal Services Directorate or a Reclamation-authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

## **17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)**

### *A. Requirement for Central Contractor Registration (CCR)*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

### *B. Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make sub-awards under this award, you:

1. Must notify potential sub-recipients that no entity (*see* definition in paragraph C of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
2. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

### *C. Definitions*

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;

- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

4. *Sub-award*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Section II.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- c. A sub-award may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Sub-recipient* means an entity that:

- a. Receives a sub-award from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the sub-award.

## **18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING**

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.



# United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Regional Office  
2800 Cottage Way  
Sacramento, CA 95825-1898

IN REPLY REFER TO:

**AUG 29 2012**

MP-3813  
ADM-13

Mr. Edward R. Crouse  
Rancho Murieta Community Services District  
15160 Jackson Road  
Rancho Murieta, California 95683

Subject: Proposed Cooperative Agreement R12AC20051 for Water Reuse Expansion Feasibility Study

Dear Mr. Crouse:

Enclosed for your review and signature is a copy of proposed Cooperative Agreement in the amount of \$43,209.00. If this agreement is acceptable, please have an authorized official sign and return to the above address, Attention: Maria E. Castaneda, MP-3813, as expeditiously as possible.

Also, the maintenance of registration on the System for Award Maintenance (SAM) <http://www.sam.gov/>, including renewal, is the responsibility of the recipient. It is imperative that recipients working with the federal government maintain an "Active" status in SAM as financial agreements will be awarded and payments made only to "Active" recipients. Your SAM registration expires **08/17/2013**.

Furthermore, it is essential that recipient not only maintain an "Active" status in SAM, but also comply with Part I, Section **9. REPORTING REQUIREMENTS AND DISTRIBUTION**, of the agreement, in order for payments to be made. The first Semi-Annual Federal Financial Report (SF-425) and Progress Reports, covering 10/01/2012-03/31/2013, are due 04/30/2013.

If you have administrative questions, please contact Maria E. Castaneda at (916) 978-5148 or [mcastaneda@usbr.gov](mailto:mcastaneda@usbr.gov). If you have technical questions, please contact David T. White at (916) 978-5148 or [dwhite@usbr.gov](mailto:dwhite@usbr.gov).

Sincerely,

Maria E. Castaneda  
Grants Officer

Enclosure

## MEMORANDUM

Date: September 10, 2012  
To: Board of Directors  
From: Improvements Committee Staff  
Subject: Approve Augmentation Well Project Agreement and Labor Compliance Agreement

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### RECOMMENDED ACTION

Approve the Regional Water Authority Augmentation Well Project Agreement.

Approve the Regional Water Authority Labor Compliance Agreement.

### BACKGROUND

At long last, Regional Water Authority (RWA) and Department of Water Resources (DWR) have executed their grant agreement for the Prop 84 grant funds. Concurrently with that approval, RWA released their Project Agreements with the individual agency grant recipients. Attached is the standard RWA project agreement. The full 76 page DWR agreement is attached to the RWA Project Agreement as an appendix.

We are having Jon Hobbs, District Legal Counsel, review the agreements, but there is virtually no wiggle room for changes to the project agreement as the agreement is a standard agreement that has passed muster with DWR for previous grant awards.

As part of our project administration responsibility, the District is responsible for certifying that the construction contractors, including subs, but not vendors, pay state prevailing wages. This effort is cumbersome and fraught with room for error. RWA and DWR recognize that many grant recipients cannot adequately perform a review of the certified payroll documentation. To assist, RWA has negotiated, with DWR's approval, a labor compliance contract with a specialty consultant. The consultant agreement has been negotiated and prepared by RWA on behalf of the grant recipients. Staff recommends using the consultant to review certified payrolls as errors in payroll certification can lead to loss of grant reimbursements.

**REGIONAL WATER AUTHORITY  
PROJECT AGREEMENT**

**PROPOSITION 84 IMPLEMENTATION GRANT PROJECT**

This Agreement is made and entered into as of the \_\_ day of \_\_\_\_\_, 2012, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the RWA Members and Contracting Entities, and the non-RWA Entities listed in Exhibit 1 to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

**RECITALS**

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”



E. RWA and the Participants desire to carry out a project and share in the costs and benefits of the project, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

F. RWA developed and is updating an Integrated Regional Water Management Plan (“IRWMP”) for the lower American River Basin (“ARB”) to identify objectives and projects that will result in water supplies for all uses in a sustainable environment.

G. The California Department of Water Resources has awarded a Proposition 84 implementation grant to fund priority projects from IRWMP in the ARB region.

H. RWA desires to include Participants that are not affiliated with RWA in the implementation of the grant award described in this Agreement in order to ensure broad benefits throughout the region. RWA and the Participants recognize that some entities that are participating in this Project may not have the ability to pay some or all of their share of Project expenses, and that this inability to pay should not affect the inclusion of such projects.

I. There is nothing in the RWA JPA or RWA policies that would prevent the participation of unaffiliated entities in projects conducted by RWA and its Members and Contracting Entities under a Project or Program Agreement. Therefore, RWA intends to permit unaffiliated entities to be included in the Project, subject to the terms and conditions set forth in this Agreement.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

**1. Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.

**2. Description of the Project.** The project that RWA and the Participants desire to carry out involves completing the suite of projects included in RWA’s application to the California Department of Water Resources (“DWR”) for a grant under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (“Prop 84”), to fund certain Participant projects in RWA’s Integrated Regional Water Management Plan on January 7, 2011. These projects are identified in Exhibit 1 of this Project Agreement.

**3. Project Committee.** The Participants hereby form a Project Committee consisting of one representative (and one or more alternates) designated by each Participant. The Project Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. A majority of the members of the Project Committee will constitute a quorum, and a majority of the members of the Project Committee will be required for an affirmative vote to take action on behalf of the Participants.

**4. Sharing in Project Costs and Benefits.** It is anticipated that a minimum of fourteen entities will participate in the Project. Each Participant will pay an apportioned share of project management costs (“Prorated Management Fee”), which will consist of an estimated budget of \$183,287, with a not-to-exceed budget of \$250,000. This amount includes all estimated project

management expenses (see Article 7 of this Agreement) for the duration of the Project. Each Participant's Prorated Management Fee shall be determined based on the Participant's anticipated total grant benefit as a proportion of the total grant funding sought by RWA on behalf of the Participants under this Agreement. The minimum assumed grant benefit and Prorated Management Fee for each Participant is shown in Exhibit 1. Except as otherwise authorized in this Agreement, a Participant's Prorated Management Fee shall not exceed the amount shown in Exhibit 1.

The Project Committee will pay back any surplus funds, including any excess Prorated Management Fees, to the Participants on a pro rata basis reflecting the amount of the payments made by each of the Participants. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement.

**5. Role of Participants.** Participants to this Project Agreement acknowledge that RWA will execute a grant agreement with the California Department of Water Resources (DWR) to accept the Integrated Regional Water Management Implementation Grant. The Participants, acting as Local Project Sponsors, shall assume responsibility of individual project management, oversight, compliance, and operations and maintenance of their respective projects. The Participants shall also act on behalf of RWA in the fulfillment of responsibilities as specified in the grant agreement with DWR. Specified responsibilities are identified in Exhibit 2 of this Project Agreement. RWA will have no obligation to prepare and submit invoices or take any other actions on behalf of, or liability for failing to take any action in regard to obtaining reimbursement for, any Participant that breaches one or more of its responsibilities provided in this Agreement or Exhibit 2 hereof and that fails to cure such breach promptly after receipt of notice from RWA of the breach and requirements for curing the breach. RWA also will have no liability to any Participant for the unavailability of grant funds from the DWR or any other state or federal agency.

**6. Role of RWA.** The Executive Director of RWA will: (a) ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement, (b) provide information to the Participants on the status of implementation of the Project, (c) assist the Project Committee in carrying out its activities under this Agreement, and (d) administer implementation of the grant on behalf of RWA and the Participants consistent with the determinations of the Project Committee and the provisions of this Agreement.

**7. RWA Project Management Expenses.** As part of the project management budget of \$183,287 (including legal fees, data collection and retrieval, report preparation, project management, project audits, and other activities necessary to complete the project), each Participant will pay RWA the amount shown in Exhibit 1 as its Prorated Management Fee. The amount of \$183,287 to manage the grant is based on a cost estimate developed by RWA staff, which is attached as Exhibit 3. The total estimated project management fee will be subject to revision up to the not-to-exceed budget of \$250,000 by approval of a majority of the Project

Committee if actual management costs are greater than the original estimate, provided that a Participant's Prorated Management Fee shall not exceed the not-to-exceed amount shown for that Participant in Exhibit 1. While none are anticipated at this time, any fee increases above the not-to-exceed budget would require a written amendment to this Agreement approved by the governing body of each participant.

**8. Authorization to Proceed with the Project.** The Project is authorized to proceed upon the commitment of \$50,000 by Project Participants to fund the initial Project costs. Upon execution of this Agreement, each Participant agrees to pay their Prorated Management Fee as required by Articles 4 and 7. Payments will be due and payable upon RWA's presentation of an invoice to each Participant.

**9. Term.** This Agreement will remain in effect for as long as any obligations under this Agreement remain outstanding.

**10. Withdrawal.** A Participant may withdraw from this Agreement at any time, effective upon sixty days' notice to RWA and the other Participants, provided that the withdrawing Participant will not be entitled to a refund of any portion of its initial Project costs and initial Prorated Management Fee payment.

**11. Amendments.** This Agreement may be amended from time to time with the approval of all of the Participants and RWA.

**12. General Provisions.** Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

The foregoing Proposition 84 Implementation Grant Project Agreement, is hereby consented to and authorized by RWA and the Participants.

Dated: \_\_\_\_\_, 2012

Dated: \_\_\_\_\_, 2012

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Regional Water Authority

\_\_\_\_\_  
Organization

## EXHIBIT 1

### DESCRIPTION OF PARTICIPANT PROJECTS

Organization	Project Name	Grant Application Project #	Grant Award	Prorated Management Fee	Not-to-Exceed Fee
City of Elk Grove	Sleepy Hollow Detention Basin Retrofit Project	15	\$ 222,345	\$ 2,542	\$ 3,467
City of Folsom	Willow Hill Pipeline Rehabilitation Project	11	\$ 1,926,987	\$ 22,032	\$ 30,051
City of Roseville	ASR Program - Phase 2	1	\$ 1,976,397	\$ 22,597	\$ 30,822
City of Roseville	Secret Ravine Fish Passage Improvement Project	2	\$ 311,051	\$ 3,556	\$ 4,851
City of Sacramento	E. A. Fairbairn Groundwater Well Project	3	\$ 988,198	\$ 11,299	\$ 15,411
City of Sacramento	Shasta Park Reservoir and Well Project	4	\$ 988,199	\$ 11,299	\$ 15,411
City of Sacramento	Regional Water Meter Retrofit Acceleration Project	6	\$ 304,365	\$ 3,480	\$ 4,747
Ducks Unlimited	Lower Cosumnes River Floodplain Restoration Project	13	\$ 415,041	\$ 4,745	\$ 6,473
Omochumne-Hartnell Water District	OHWD/Rancho Murieta Groundwater Recharge Project	14	\$ 986,668	\$ 11,281	\$ 15,387
Placer County Flood Control and Water Conservation District	Antelope Creek Water Efficiency and Flood Control Improvement Project	5	\$ 741,149	\$ 8,474	\$ 11,558
Placer County Water Agency	Antelope Creek Water Efficiency and Flood Control Improvement Project	5	\$ 379,468	\$ 4,339	\$ 5,918
Rancho Murieta Community Services District	OHWD/Rancho Murieta Groundwater Recharge Project	14	\$ 494,097	\$ 5,649	\$ 7,705
RWA Water Efficiency Program	Regional Indoor and Outdoor Water Efficiency Project	7	\$ 988,198	\$ 11,299	\$ 15,411
Sacramento Area Flood Control Agency/Water Forum	Lower American River Mile 0.5R Aquatic Riparian Habitat Enhancement Project	12	\$ 1,408,183	\$ 16,100	\$ 21,961
Sacramento County Water Agency	Regional Water Meter Retrofit Acceleration Project	6	\$ 304,365	\$ 3,480	\$ 4,747
Sacramento Regional County Sanitation District	SRCS/D/Sacramento Power Authority Recycled Water Project	8	\$ 1,547,519	\$ 17,693	\$ 24,134
Sacramento Suburban Water District	North Antelope Booster Pump Station Project	9	\$ 261,873	\$ 2,994	\$ 4,084
Sacramento Suburban Water District	Coyle Ave and Roseview Park Pump Stations and Treatment Systems Project	10	\$ 1,482,298	\$ 16,948	\$ 23,116
Sacramento Suburban Water District	Regional Water Meter Retrofit Acceleration Project	6	\$ 304,365	\$ 3,480	\$ 4,747
<b>Total</b>			\$ 16,030,766	\$ 183,287	\$ 250,000

## EXHIBIT 2

### PARTICIPANT/LOCAL PROJECT SPONSOR OBLIGATIONS UNDER DWR PROPOSITION 84 IRWMP IMPLEMENTATION GRANT AGREEMENT

Each Participant listed in Exhibit 1, acting as a Local Project Sponsor, has agreed in accordance with Section 5 of the Program Agreement that it will fully and timely perform all Local Project Sponsor obligations. Under Article 6 of the Proposition 84 grant agreement between RWA and DWR (“Grant Agreement”), each Local Project Sponsor is required to act on behalf of RWA for the purposes of individual project management, oversight, compliance, and operations and maintenance, and to act on behalf of RWA in the fulfillment of RWA’s responsibilities under the agreement.

The draft Grant Agreement is attached as Appendix A to this Exhibit 2 and made a part hereof. The attached draft agreement will be replaced as necessary with any amended drafts and, when executed, with the final document. RWA will provide each Participant with a copy of any revised drafts and the executed final Grant Agreement. Any new or amended terms and conditions in subsequent versions of the Grant Agreement will govern over the similar terms and conditions stated in this Exhibit 2.

Each Participant will include all applicable provisions in this Exhibit 2 as contract terms, conditions or specifications in any consulting, construction or other contract let to a contractor or subcontractor to carry out any portion of a project funded under the Grant Agreement.

With reference to the attached Grant Agreement, each Participant is required to:

#### **I. Financial Provisions**

A. Cost Share. Each Participant shall be obligated to provide its agreed local cost share for its project in the amount agreed between RWA and DWR and approved by Participant. Each participant may include eligible costs for its project incurred after September 30, 2008 in its local cost share amount.

B. General Funding Conditions. In order to be eligible for reimbursement of project costs, each Participant is required to comply with the following general conditions: (1) demonstrate the availability of sufficient funds to complete its project by submitting the most recent 3 years of audited financial statements; (2) if applicable, comply with Public Resources Code section 75102 to notify any California Native American tribe with traditional lands located within the project area of project construction (using contact list maintained by the Native American Heritage Commission); and (3) for groundwater management and recharge projects and projects with potential groundwater impacts, demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.

C. Eligible Project Costs. Participants may only apply grant funds to eligible project costs in accordance with applicable provisions of the law and Exhibit C of the attached Grant Agreement.

Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reasonable administrative expenses may be included as Project Costs, depending on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. For a more detailed description of project costs that are eligible for reimbursement and costs that are not eligible for reimbursement, Participants should review Article 9, page 2, of the attached Grant Agreement.

D. Invoice Information. Invoices must include all of the information provided in Article 10, page 3 of the attached Grant Agreement. RWA will provide Participants with information on preparing reimbursement requests and the information required to prepare and submit invoices to DWR. Each Participant will promptly respond to any RWA request for additional information necessary for RWA staff to prepare reimbursement requests acceptable to DWR.

E. Accounting and Return of Grant Disbursement. Each Participant is obligated to account for the expenditure of all grant funds received. Participant's obligations all of the accounting, disclosure and return of funds provisions set forth in Article D.1, Exhibit D of the attached Grant Agreement.

F. Travel. Each participant agrees that travel and per diem costs shall not be eligible for reimbursement with State funds, and shall not be eligible for computing participant cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of the attached Grant Agreement.

## **II. Permitting and Environmental Compliance**

A. Environmental Compliance. No Participant may proceed with any project work that is subject to CEQA and any other environmental permitting requirements until Participant: (1) submits all applicable environmental permits indicated on the Environmental Information Form to DWR; (2) provides copies of any CEQA documents required for its project to DWR; and (3) after DWR completes any required CEQA compliance review as a Responsible Agency, receives written concurrence from the DWR of Participant's CEQA documents and DWR's notice of verification of environmental permit submittal.

B. Permits, Licenses, and Approvals. Each Participant shall be responsible for ensuring that any and all permits, licenses, and approvals required for performing its project are obtained, and shall comply with federal, State and local laws, rules, and regulations, guidelines, and requirements applicable to its project. A partial list of such applicable laws is set forth in Article D.24, Exhibit D of the attached Grant Agreement.

## **III. Reporting and Audit Obligations**

A. Submission of Reports. Each Participant will provide all reports (including Quarterly Progress, Project Completion, Grant Completion, and Post-Performance Reports), data, information, and certifications necessary for RWA to comply with all DWR reporting requirement provided in the Grant Agreement. RWA will provide Participants with template

report forms, reporting and instructions and related assistance to ensure the timely preparation and submittal of all reports in the necessary formats required under the Grant Agreement. Participants will timely respond to any RWA requests for additional information and work on required reports. The types, format, content, and timing of required reports is provided in Exhibit E to the attached Grant Agreement and Participants are encouraged to review and familiarize themselves with that information.

B. State Audits. The State reserves the right to conduct an audit at any time between the execution of the Grant Agreement and the completion of any or all projects funded by the Grant Agreement. After completion of all projects, the State may require RWA to obtain a final audit conducted by an independent Certified Public Accountant. In addition, under Government Code section 8546.7, the State may audit the performance of the Grant Agreement or of individual projects for a period of three years after final payment under the Grant Agreement (i.e., completion of all projects and payment of closing invoice). Participants, and their contractors and subcontractors, are required to preserve all project-related records and data for a minimum of three years after final payment under the Grant Agreement. See Exhibit H to the attached Grant Agreement for a listing of documents and records that State Auditors would require for review if this grant or any individual project(s) funded by it are audited.

C. Disposition of Equipment. Upon RWA's request, each Participant shall provide a final inventory list of equipment purchased with grant funds provided by DWR with a current estimated fair market value of more than \$5,000 per item. Under the Grant Agreement, DWR reserves the right to take title and possession of any items listed in the inventory that it identified in writing within 60 days of receipt of such inventory. All other listed items shall become the Participant's property.

D. Retention. DWR will withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by RWA for reimbursement of project costs until after all projects are completed and RWA has complied with its obligation to submit all required reports as provided in Section III.A., above, and Article 17 of the Grant Agreement. Upon receipt of the retained funds held by DWR, RWA will distribute those funds to each Participant in accordance with the previously agreed amount due.

#### **IV. Project Construction and Operation**

A. Labor Compliance. Each Participant must, independently or through RWA (subject to approval by DIR), adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program ("LCP") meeting the requirements of Labor Code section 1771.5. Upon request by the State or RWA, each Participant will promptly submit written evidence of its compliance with the LCP requirements.

B. Operation and Maintenance of Project. Each Participant shall ensure the proper start up and continued efficient and economical operation of its project. Such obligation includes making all repairs, renewals, and replacements necessary to the efficient operation and maintenance of the project. Operations and maintenance costs of funded projects are not reimbursable expenses under the Grant Agreement and each Participant shall be solely liable for payment of such costs.

C. Acknowledgement of Credit. Participants shall include appropriate acknowledgement of the State and any cost-sharing partners for their support when promoting their projects or using any data or information developed under the Grant Agreement. During construction of a project, a Participant must install a sign at a prominent location which shall include a statement that the project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Each participant shall notify RWA and DWR that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D. Competitive Bidding and Procurement. Each Participant shall comply with all applicable competitive bidding and procurement laws and regulations when contracting for the acquisition of goods and services and construction of projects funded under the Grant Agreement.

E. Inspections and Certification by Engineer.

1. Upon completion of a project and as determined by State, each Participant shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and with the Grant Agreement.

2. The State shall have the right to inspect project work being performed at any and all reasonable times. Each Participant shall include provisions ensuring such access for the State in all contracts and subcontracts entered into for projects funded under the Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Participant and its contractors and subcontractors relating to this Grant Agreement.

## **V. Regulatory Requirements**

A. Child Support Obligations. Each Participant acknowledges and agrees that by participating in the grant, it recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code. Each Participant also will fully comply with the earnings assignment orders of all employees and will provide the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

B. Drug-Free Workplace. Each Participant certifies, under penalty of perjury under the laws of State of California, its compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking all of the actions provided in Article D.14, Exhibit D to the attached Grant Agreement.

C. Nondiscrimination. Each Participant acknowledges and agrees that it shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment



because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Participants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). Each Participant shall give written notice of its obligations under this paragraph to labor organizations with which they have a collective bargaining or other agreement.

D. Americans With Disabilities Act. Each Participant certifies that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), and all applicable regulations and guidelines issued pursuant to the ADA.

E. Groundwater Monitoring. Any Participant carrying out a groundwater project or project that includes groundwater monitoring requirements funded by the Grant Agreement shall ensure that such projects are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76, commencing with Section 10780, of Division 6 of Water Code) and, where applicable, that projects affecting water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

## **VI. Miscellaneous Provisions**

A. Computer Software. Each Participant certifies that it has appropriate controls in place to ensure that grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Project Monitoring Plan Requirements. Each Participant shall provide all data, information and cooperation requested by RWA to assist it with the preparation and submittal of the Project Monitoring Plan required under Article 22 of the attached Grant Agreement.

C. Notification of State. Each Participant will promptly notify RWA in writing of the following:

1. Events or proposed changes in a project that could affect the scope, budget, or work performed under the Grant Agreement.

2. Any public or media event publicizing the accomplishments or results of a project funded under the Grant Agreement. Participants shall notify RWA at least 14 calendar days in advance of any such event to provide State representatives with the opportunity to attend and participate.

3. Final inspection of a completed project by a Registered Civil Engineer (See Item IV.E, above). Participants shall notify RWA at least 14 calendar days in advance of any such inspection in order to provide State representatives with the opportunity to participate.

D. Prohibition Against Disposal of Project Without State Permission. Participants shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in

conjunction with their projects without DWR's prior permission. Participants also shall not take any action relating to user fees, charges, and assessments that could adversely affect its ability to meet its obligations under the Grant Agreement, without prior written permission of State.

E. State Indemnification. To the extent permitted by law, each Participant agrees to indemnify, defend and hold harmless the State against any loss or liability arising out of any claim or action brought against the State, and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with: (1) the project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) performing any of the terms contained in the Grant Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the federal Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, Water Pollution Control Act, and Clean Air Act, and the California Hazardous Substance Account Act, Hazardous Waste Control Law and Water Code section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by the Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this indemnification shall survive the term of the Grant Agreement.

**APPENDIX A**

**PROPOSITION 84 GRANT AGREEMENT BETWEEN RWA AND DWR**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
REGIONAL WATER AUTHORITY, AGREEMENT NO. 4600009678  
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS  
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Regional Water Authority, a joint powers authority in the greater Sacramento, Placer, El Dorado, and Yolo Counties within the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the American River Basin Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on June 1, 2016, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$16,030,766. Of the total grant amount, not less than \$1,901,293 shall be expended to urban and agricultural water conservation projects in the IRWM effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. The reasonable costs for this Agreement are estimated to be \$56,161,041. Grantee shall provide a Cost Share in the amount of at least 25% of the total project cost. Grantee's Total Cost Share is estimated to be \$40,130,275. The Required Grantee's Cost Share (i.e., 25%) for purposes of this Agreement shall be \$14,040,260. The Grantee's Funding may include cost share incurred after September 30, 2008. Additional explanation of Grantee's Cost Share as it relates to method of payment is provided in Section 10(d).
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the American River Basin IRWM Implementation Program grant application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
  - a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
  - b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
  - c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.

- d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
  - e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
  - f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.
  - g) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:
    - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
    - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
      - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
      - ii. Documents that satisfy the CEQA process are received by the State,
      - iii. State has completed its CEQA compliance review as a Responsible Agency, and
      - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (ex. construction or implementation activities) for which it is required. Therefore, the Grantee should get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.
  - 3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."
- h) Since the Grantee's IRWM region (region) receives water supplied from the Sacramento-San Joaquin Delta (Delta), then the region's IRWM Plan (existing or any future update) must help reduce dependence on the Delta for water supply.

- 8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant 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. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
- 9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, August 16, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs.
- i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
- l) Overhead not directly related to project costs.

10. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- c) Appropriate receipts and reports for all costs incurred.
- d) As the Project will include relatively high cost share amounts (estimated at 71.5% of the total project cost), Grantee's cost share has been divided into "Required Cost Share" and "Additional Cost Share" as documented in Exhibit C. Required Cost Share means twenty five percent of the total project cost and reporting is mandatory. Additional Cost Share means any cost share exceeding 25% and reporting is not mandatory. Grantee is required to maintain records of all cost share (Required and Additional), but Grantee is only responsible for providing documentation to the State to substantiate the Required Cost Share amount (i.e. 25%) unless otherwise requested by State. Retention will not be released until the entire project is complete (grant share, required, and total cost share).
- e) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - 2) Invoices must be itemized based on the categories specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - 5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources  
Teji Sandhu  
901 P Street, Sacramento  
CA 94236-0001  
Phone: (916) 651-9254  
Fax: (916)651-9292  
E-mail: tksandhu@water.ca.gov

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions."

If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
- Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
  - An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 *et. seq.*)
  - For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
  - Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."
13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - Making any false warranty, representation, or statement with respect to this Grant Agreement.
  - Failure to operate or maintain projects in accordance with this Grant Agreement.
  - Failure to make any remittance required by this Grant Agreement.
  - Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
  - Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
  - Failure to comply with Labor Compliance Program (LCP) requirements.
  - Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State may do any or all of the following:

- Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- Terminate any obligation to make future payments to Grantee.

- k) Terminate the Grant Agreement.
  - l) Take any other action that it deems necessary to protect its interests.
14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.
15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the American River Basin IRWM Implementation Program. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.
16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects.
17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.
- Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit B. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, updated individual project schedules that provide detail as to how each project is progressing, and any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to DWR no later than August 1, 2012 with future reports then due on successive three month increments based on the invoking schedule and this date.
  - Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.



- Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
- Post-Performance Reports: Grantee shall submit a Post-Performance Report for each project. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.

18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these *Guidelines*, including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.
20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."
21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.

22. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
- Baseline conditions.
  - Brief discussion of monitoring systems to be utilized.
  - Methodology of monitoring.
  - Frequency of monitoring.
  - Location of monitoring points.
- A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.
23. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.
  - Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

Department of Water Resources  
Paula Landis

Regional Water Authority  
John K. Woodling

Direct all inquiries to the Project Manager:

Department of Water Resources  
Teji Sandhu  
Division of Integrated Regional  
Water Management  
901 P Street  
Sacramento, CA. 94236-0001

Phone: (916) 651-9254  
e-mail: tksandhu@water.ca.gov

Regional Water Authority  
Robert J. Swartz  
5620 Birdcage Street, Suite 180  
Citrus Heights, CA. 95610

Phone: (916) 967-7692  
e-mail: rswartz@rwah2o.org

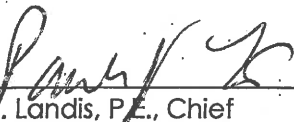
Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Standard Conditions
- Exhibit E – Report Formats and Requirements
- Exhibit F – Local Project Sponsors
- Exhibit G – Requirements for Data Submittal
- Exhibit H – Guidelines for Grantees
- Exhibit I – Grantee Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

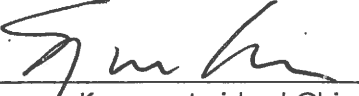
  
\_\_\_\_\_  
Paula J. Landis, P.E., Chief  
Division of Integrated Regional Water  
Management  
Date: 8-8-12

REGIONAL WATER AUTHORITY

  
\_\_\_\_\_  
John K. Woodling  
Executive Director

Date: 7/18/12

Approved as to Legal Form and Sufficiency

  
\_\_\_\_\_  
Spencer Kenner, Assistant Chief Counsel  
Office of Chief Counsel  
Date: 8/2/12

## **EXHIBIT A WORK PLAN**

## PROJECT 1: CITY OF ROSEVILLE ASR PROGRAM – PHASE 2

### **Project Description**

The project will install the above-ground well equipment for Hayden Park and Del Web wells as part of the City of Roseville's (City) Aquifer Storage and Recovery (ASR) project. Each well will have an injection capacity of 900 gallons per minute (gpm) and extraction capacity of 1,800 gpm. The project will store and recover an estimated average annual 480 acre-feet (AF) per year in the basin.

The total estimated budget for this project is \$4,437,513 (Required Cost Share: \$750,000; Grant Share: \$1,976,397; Additional Cost Share: \$1,711,116).

### **Direct Project Administration**

This task includes general project administration, labor compliance, quarterly reporting, and project completion reporting. Project administration includes City council communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved labor compliance program (LCP). Quarterly reports will be prepared assessing the progress and accomplishments of the project. A project completion report will also be prepared at the end of the project, as well as, annual reports.

The total estimated budget for this task is \$79,893 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$79,893).

### **Land Purchase/Easement**

Land and rights-of-way acquisition are not required for the project.

### **Planning/Design/Engineering/Environmental Documentation**

This task includes final design, environmental documentation, and permit preparation activities. The plans and specifications prepared for these wells will be revised and updated, which includes the installation of wellhead facilities on the two installed wells in addition to above-ground improvements. Design will be completed by City staff. From the final plans and specifications, a bid package will be developed for the above-ground infrastructure. For this project, the City of Roseville's Design and Construction Standards will be used as well as any other applicable standards (e.g. California Water Well Standards).

In order to be compliant with the California Environmental Quality Act (CEQA), a project-specific Environmental Impact Report (EIR) will be completed for the City's ASR Program. The budget associated with the drafting and adoption of the EIR is not included here as the project is not requesting grant funds nor will funding match be used for this task.

The City will acquire a Waste Discharge Requirement (WDR) permit from the Regional Water Quality Control Board (RWQCB) for injecting treated water into the aquifer. As the wells are constructed and brought online, the California Department of Public Health (CDPH) needs to approve the use of the wells for public water supply. Therefore, after the construction of the above-ground infrastructure at the two well sites, the City will file Public Water Supply Amendment.

The Bid Package to be used for bid solicitation will be prepared under this task, and will include the final plans and specifications for the Hayden Parkway Well and Del Web Well Above-Ground Infrastructure. Construction submittal will include Insurance Requirements, the Notice to Proceed (NTP), and a Stormwater Pollution Prevention Plan (SWPPP).

The total estimated budget for this task is \$391,862 (Required Cost Share: \$150,000, Grant Share: \$0; Additional Cost Share: \$241,862). Direct expenses for permits are included under the "Other" category below.

### **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

Includes clearing grubbing, storm drain inlet protection, stormwater best management practices (BMPs) installation, and electrical, communication and water connection. Potholing will also be conducted at the sites prior to construction to locate and identify any underground structures.

#### **Project Construction**

For above-ground well infrastructure includes the installation of well pumps, Baski valves, chemical metering pumps, a 2-inch diameter sewer pipe, a 12-inch diameter water pipe, a 16-inch (or greater) diameter stormwater pipe, and two 500-gallon hypochlorite tanks. Earthwork will include utility and electrical piping, finish grading, and foundation work. Mechanical and electrical work consists of installation of potable water pipe, building a sanitary drain, storm water connection, chemical piping and pumps, well pump, valves, HVAC (if needed), building lighting, electrical/PLC panels, electrical grounding, and instrumentation.

#### **Performance Testing and Demobilization**

Performance testing including well start-up and operation will be performed after completion of construction. Operations and maintenance (O&M) manuals will be developed for reference and distribution to operators and City of Roseville staff.

The total estimated budget for Construction/Implementation is \$3,089,500 (Required Cost Share: \$600,000, Grant Share: \$1,976,397; Additional Cost Share: \$513,103).

### **Environmental Compliance/Mitigation/Enhancement**

The stormwater BMPs identified in the SWPPP will be implemented, as well as any mitigation measures recommended in the City of Roseville ASR Final EIR (to be completed). Implementation of the approved Project Monitoring Plan (PMP) will be conducted as part of this task.

The total estimated budget for this task is \$74,640 (Required Cost Share: \$0, Grant Share: \$0; Additional Cost Share: \$74,640).

### **Construction Administration**

City of Roseville staff will perform construction management services during construction and inspections during construction. Some of these specific work items include review of contractor's schedule and make recommendations; manage and coordinate all contractor correspondence; maintain detailed project records; and perform field construction inspections.

The total estimated budget for this task is \$642,500 (Required Cost Share: \$0, Grant Share: \$0; Additional Cost Share: \$642,500).

**Other**

A Project Monitoring Plan will be prepared as permits described above are obtained.

The total estimated budget for this task is \$4,643 (\$525 PMP; \$4,118 permits (Required Cost Share: \$0, Grant Share: \$0; Additional Cost Share: \$4,643)).

**Construction/Implementation Contingency**

Contingency is estimated at 5% of the construction/implementation budget. The limited contingency reflects that the below-ground portion of the project has already been completed and past experience with this type of project.

The total estimated budget for this task is \$154,475 (Required Cost Share: \$0, Grant Share: \$0; Additional Cost Share: \$154,475).

## PROJECT 2: SECRET RAVINE FISH PASSAGE IMPROVEMENT PROJECT

### Project Description

This project restores natural channel and floodplain function and increases channel capacity by removing a bridge and pipelines, recontouring stream banks, and adding logs and boulder structures that mimic nature. The barrier removal will provide access to approximately 10 miles of potential spawning and rearing habitat upstream of the project site.

The total estimated budget for this project is \$366,551 (Required Cost Share: \$0; Grant Share: \$311,051; Additional Cost Share: \$55,500).

### Direct Project Administration

The project has two implementing agencies: the City of Roseville (City) and the Dry Creek Conservancy. The City will be the responsible agency for purposes of compliance with grant funding terms. The City and the Dry Creek Conservancy will enter into a Memorandum of Understanding (MOU) delineating the number of hours and costs associated with the Dry Creek Conservancy time spent on this project, billing procedures and the payment mechanism. Labor compliance will be implemented under an approved LCP. Quarterly reports will be prepared assessing the progress and accomplishments of the Secret Ravine Fish Passage Improvement Project. A project completion report will also be prepared at the end of the project, and annual reports will be prepared.

The total estimated budget for this task is \$15,204 (Required Cost Share: \$0; Grant Share: \$12,204; Additional Cost Share: \$3,000).

### Land Purchase/Easement

Land for this project is already owned by the City of Roseville. It was deeded to the City through Development Agreements Fee Title. The project area is part of the City's open space.

### Planning/Design/Engineering/Environmental Documentation

Planning documents have been prepared to demonstrate the viability of the project and 90% design of the project has been completed. The project design meets the guidelines and standards included in the *California Salmonid Stream Habitat Restoration Manual Part XII* (Michael Love & Kozmo Bates, April 2009). The project is exempt from CEQA review under the provisions of Class 33 Categorical Exemptions as described in Section 15333 of the CEQA guidelines, which states: "Class 33 consists of projects not to exceed five acres in size to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants or wildlife provided that there are no significant adverse impacts on endangered, rare or threatened species or their habitat pursuant to section 15065...." The following additional permits will be obtained prior to implementation of the project, as follows: City of Roseville Grading Permit and City of Roseville Flood Encroachment Permit. A project bid package will be prepared and a contractor will be secured through a competitive selection process.

The total estimated budget for this task is \$68,072 (Required Cost Share: \$0; Grant Share: \$40,572; Additional Cost Share: \$27,500).



## **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

### **Mobilization and Site Preparation**

Mobilization and site preparation includes clearing a path to the work area, creating a temporary staging area, and mobilizing large construction equipment, including an excavator, two dump trucks, and a backhoe, to the site. The City of Roseville will demolish existing structures, including bridges abutments, concrete aprons and abandoned utility pipes, and excavation of concrete aprons according to the final design. Demolition debris will be disposed of per local, state and federal requirements.

### **Project Construction**

The contractor will be responsible for installing the stormwater BMPs, the dewatering system, and perform fish relocation. Following demolition, the contractor will restore the stream bed and banks. The contractor will re-grade the channel bed and banks, place large woody debris and rocks in the channel, and install erosion protection. Final steps will include removing the dewatering system and fish blocknets and re-vegetating stream banks, followed by public pathway improvements and interpretive signage.

### **Performance Testing and Demobilization**

Under this work item, the contractor will perform site clean-up and stabilization. This includes final inspection and project certification, and contractor demobilization. A letter of approval, signed by the Design consultant and the biologist, stating that the work was performed to their satisfaction will also be prepared.

The total estimated budget for the Construction/Implementation task is \$209,900 (Required Cost Share: \$0; Grant Share: \$184,900; Additional Cost Share: \$25,000).

## **Environmental Compliance/Mitigation/Enhancement**

The City applied for and was granted a Notice of Exemption (NOE) under CEQA Code 15333-Small Restoration Projects. The primary environmental mitigation action required is restoration of the stream bed and re-vegetation of the stream banks.

As part of this task, stormwater BMPs will be implemented and managed. In addition, monitoring required as part of implementation of the Project Monitoring Plan will also be implemented under this task.

The total estimated budget for this task is \$36,223 (Required Cost Share: \$0; Grant Share: \$36,223; Additional Cost Share: \$0).

## **Construction Administration**

Construction administration and management will be divided into two components; first, oversight of the demolition of the existing structures will be conducted by the City of Roseville staff; and second, oversight of restoration of the stream bed and banks will be performed by a contractor. Field inspection will be required to inspect structure stability, channel morphology and in-stream habitat.

The total estimated budget for this task is \$35,527 (Required Cost Share: \$0; Grant Share: \$35,527; Additional Cost Share: \$0).

**Other**

This budget item includes liability insurance costs for Dry Creek Conservancy required for this project. A Project Monitoring Plan will be prepared under this task.

The total estimated budget for this task is \$1,625 (\$525 PMP; \$1,100 liability coverage (Required Cost Share: \$0; Grant Share: \$1,625; Additional Cost Share: \$0)).

**Construction/Implementation Contingency**

No construction/implementation contingency is assumed for this project.

## **PROJECT 3: E.A. FAIRBAIRN GROUNDWATER WELL PROJECT**

### **Project Description**

This project will construct a groundwater well with an estimated capacity of 1,400 gallons per minute at the Fairbairn Water Treatment Plant and implement conjunctive use operations. The well will provide up to 2,250 AF per year in dry years.

The total estimated budget for this project is \$1,578,454 (Required Cost Share: \$100,000; Grant Share: \$988,198; Additional Cost Share: \$490,256).

### **Direct Project Administration**

Administration includes council communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved LCP. A project completion report will also be prepared at the end of the project, as well as, annual reports.

The total estimated budget for this task is \$9,760 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$9,760).

### **Planning/Design/Engineering/Environmental Documentation**

Design has not yet started on the proposed project. American Water Works Association (AWWA) standards (including AWWA A-100-06, AWWA Manual No. M21) and California Water Well Standards will be followed along with any other applicable project design and material standards. City staff will prepare a MND for the project in order to comply with CEQA. As part of the MND, a list of mitigation measures to be implemented during construction will be identified and a monitoring plan will be developed. The City will acquire a National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit and a Sacramento County Well Construction Permit. Construction contracting will be completed by the City and consists of the following: Bid advertisement; Pre-bid contractors meeting; Bid opening; Bid evaluation; Award of Contract; NTP.

The total estimated budget for this task is \$276,000 (Required Cost Share: \$100,000; Grant Share: \$0; Additional Cost Share: \$176,000). Direct expenses for permits are included under the "Other" category below.

### **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

Includes an onsite meeting with the construction contractor, and equipment mobilization to the project location. The Stormwater BMPs identified in the SWPPP will also be implemented during this stage of construction.

#### **Project Construction**

The groundwater well will be drilled to a depth of approximately 350 feet below the ground surface (bgs). Up to a 28-inch diameter borehole will be drilled. The well will be constructed in the borehole following completion with screened intervals to be determined based on field data. During construction, the casing and screen will be centered in the borehole while an engineered filter pack is placed between the screen and the borehole wall. A cement sanitary seal will be placed above the filter pack as part of the well construction. Following well completion, the pump, motor and above-ground facilities will be installed. The contractor will install piping to the potable water system, sewer system, and stormwater system, as well as construct ancillary facilities, including a control building.

### **Performance Testing and Demobilization**

This will include start-up and operation testing of the well and demobilization from the site by the contractor.

The total estimated budget for this task is \$1,000,000 (Required Cost Share: \$0; Grant Share: \$988,198; Additional Cost Share: \$11,802).

### **Environmental Compliance/Mitigation/Enhancement**

The contractor will implement the Stormwater BMPs throughout project construction, as well as any other mitigation measure identified in the MND. Implementation of the approved Project Monitoring Plan will be conducted under this task.

The total estimated budget for this task is \$10,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$10,000).

### **Construction Administration**

The City of Sacramento Department of Utilities Construction Management Section will provide project inspection during construction and perform all other construction management support. Construction Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$81,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$81,000).

### **Other**

A Project Monitoring Plan will be prepared and permits described above will be obtained.

The total estimated budget for this task is \$1,694 (\$525 PMP; \$1,169 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$1,694)).

### **Construction/Implementation Contingency**

A construction/implementation contingency of 20% of construction costs has been included because the project is in a fairly preliminary stage and unknown conditions may arise.

The total estimated budget for this task is \$200,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$200,000).

## PROJECT 4: SHASTA PARK RESERVOIR AND WELL PROJECT

### Project Description

This project includes constructing a groundwater well with an estimated capacity of 1,400 gallons per minute, a four million gallon reservoir, and booster pump station, which will increase the City of Sacramento's (City) conjunctive use capacity in south Sacramento. The well will provide up to 2,250 AF per year in dry years. The facility will also address chronic low pressure and fire flow concerns to a disadvantaged part of the City.

The total estimated budget for this project is \$13,609,693 (Required Cost Share: \$5,400,000; Grant Share: \$988,199; Additional Cost Share: \$7,221,494).

### Direct Project Administration

Administration includes council communications, budget adjustments, project status meetings, and communication with RWA and contractors. The City has a Department of Industrial Relations (DIR) certified LCP in place. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Shasta Park Reservoir and Well Project. A completion report will be prepared at the end of the project, as well as, annual reporting

The total estimated budget for this task is \$20,320 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$20,320).

### Land Purchase/Easement

The City's Real Estate Division is currently waiting for the completion of environmental documentation before appraising the proposed property. The City has, however, already begun informal discussions with Sacramento Housing and Redevelopment Agency, the parcel owner, regarding sale of the property.

The total estimated budget for this task is \$350,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$350,000).

### Planning/Design/Engineering/Environmental Documentation

The criteria for evaluating the site included hydraulics, constructability, land acquisition cost, regulatory approval, facility cost, extent of disruption to existing customers, and compatibility for the proposed uses. No other planning documents are required prior to design of this project. For this project, AWWA standards (including AWWA A-100-06, AWWA Manual No. M21) and California Water Well Standards will be followed along with any other applicable project design and material standards. City staff will prepare a MND for the project to comply with CEQA. As part of the MND, a list of mitigation measures to be implemented during construction will be identified and a monitoring plan will be developed as part of the Mitigation, Monitoring and Reporting Program. The following permits will be needed for this project and will be obtained prior to the start of construction: NPDES General Stormwater Permit for Construction; Sacramento County Well Construction Permit; Sacramento County Encroachment Permit. The CDPH will need to approve the use of the wells and reservoir for public water supply; therefore, after construction is complete, the City will file a Public Water Supply Amendment. The certification from CDPH is ministerial and is not included in the

budget or schedule in this project. Construction contracting will be completed by the City of Sacramento and consists of the following: Bid advertisement; Pre-bid contractors meeting; Bid opening; Bid evaluation; Award of Contract; NTP.

The total estimated budget for this task is \$1,068,850 (Required Cost Share: \$400,000; Grant Share: \$0; Additional Cost Share: \$668,850). Direct expenses for permits described above are included under the "Other" category below.

### **Construction/Implementation**

Construction for the groundwater well and reservoir will be constructed simultaneously. Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

Includes an onsite meeting with the construction contractor, and equipment mobilization to the project location. The Stormwater BMPs identified in the SWPPP (to be prepared by the contractor) will be installed during this stage of construction.

#### **Project Construction**

The four million gallon reservoir is expected to be constructed of concrete, and will include up to 850 lineal feet each of transmission and drainage piping, an exterior security wall of approximately 1,100 lineal feet, electrical, meters, landscaping, and up to four reservoir booster pumps. The groundwater well will be drilled to a depth of approximately 350 feet below ground surface (bgs). Up to a 28-inch diameter borehole will be drilled. The well will be constructed in the borehole following completion with screened intervals to be determined based on field data. Following well completion, the pump, motor and above-ground facilities will be installed. The contractor will install piping to the potable water system, sewer system, and stormwater system, as well as construct ancillary facilities, including meter, pressure tank, chemical systems, electrical, and a control building.

#### **Performance Testing and Demobilization**

This will include start-up and operation testing of the well and demobilization from the site by the contractor.

The total estimated budget for this task is \$9,582,500 (Required Cost Share: \$5,000,000; Grant Share: \$988,199; Additional Cost Share: \$3,594,301).

### **Environmental Compliance/Mitigation/Enhancement**

The contractor will implement the Stormwater BMPs throughout project construction, as well as any other mitigation measures identified in the MND. The proposed project site is located on land occupied by the Swainson's Hawk (a sensitive species) and other environmental documents suggest that mitigation for the lost habitat may be required on a 1:1 basis. Finally, implementation of the approved Project Monitoring Plan will be conducted as part of this task.

The total estimated budget for this task is \$90,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$90,000).

### **Construction Administration**

The City of Sacramento Department of Utilities Construction Management Section will provide project inspection during construction and perform all other construction management support. Construction Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$578,800 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$578,800).

### **Other**

This task includes preparing the Project Monitoring Plan and direct permit expenses.

The total estimated budget for this task is \$2,723 (\$525 PMP; \$2,198 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$2,723)).

### **Construction/Implementation Contingency**

A construction/implementation contingency of 20% has been included because the project is in a fairly preliminary stage and there may be unknown conditions.

The total estimated budget for this task is \$1,916,500 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$1,916,500).

## **PROJECT 5: ANTELOPE CREEK INTEGRATED FLOOD CONTROL PROJECT**

### **Project Description**

This is a multi-objective water efficiency and regional flood control improvement project proposed within the Dry Creek Watershed area of the American River Basin. This project includes the first phase of a two-phase project. The first phase would include the concrete gunite lining and other improvements of the Antelope Creek/Canal and its tributaries and the construction of one (in a future series of two) on-channel flood control weirs on Antelope Creek. The project will conserve up to 125 AF per year, reduce the amount of erosion in the watershed, improve water quality and reduce peak flow from a 100-year storm event by 530 cubic feet second on Antelope Creek near Atlantic Street in the City of Roseville. For grant management purposes, the project has been split into two project elements (Antelope Creek Integrated Flood Control Project and Antelope Creek Integrated Water Efficiency Project). The flood control portion of the project sponsored by Placer County Flood Control and Water Conservation District is described below.

The total estimated budget for this project is \$1,519,699 (Required Cost Share: \$100,000; Grant Share: \$741,149; Additional Cost Share: \$678,550).

### **Direct Project Administration**

Administration includes Board communications, budget adjustments, project status meetings, and communication with RWA and contractors and communication between the two participating agencies, Placer County Water Agency (PCWA) and Placer County Flood Control and Water Conservation District (PCFCWCD). Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the project. A completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$25,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$25,000).

### **Land Purchase/Easement**

The City of Roseville owns and maintains the current open space zoned property over which the flood control portion of Phase 1 of the project is proposed, so there are no assumed costs for this task.

### **Planning/Design/Engineering/Environmental Documentation**

Planning documents have been prepared to demonstrate the viability of the project. At this time, the project has completed the conceptual (10%) design stage. During design, AWWA and American Society for Testing and Materials (ASTM) Construction Standards and OSHA regulations and industry standard practice will be used as construction standards and health and safety standards. The following permits will be required to implement the project: Department of Fish and Game 1600 Streambed Alteration Agreement allowing for work within the stream channel; U.S. Army Corps of Engineers Section 404 Encroachment Permit; RWQCB Section 401 Permit for water quality certification; Central Valley Flood Protection Board (CVFPB) Encroachment Permit; City of Roseville Grading and Encroachment Permit; City of Roseville Tree Mitigation Permit. In addition to the above mentioned permits, the contractor will file and comply with a SWPPP, which will be submitted to the



City of Roseville and Placer County. A project bid package will be prepared and a contractor will be secured through a competitive selection process.

The total estimated budget for this task is \$370,000 (Required Cost Share: \$100,000; Grant Share: \$50,000; Additional Cost Share: \$220,000).

### **Construction/Implementation**

Construction of the Antelope Creek Integrated Flood Control Project will be conducted over two construction seasons due to the increase in flows during the winter months. Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

Upon receipt of the NTP, the contractor will begin mobilization and site preparation activities. These activities will include selective clearing and grubbing of debris and invasive species within the floodplain construction areas; instituting tree protection measures; and following all prescribed SWPPP measures.

#### **Project Construction**

Following completion of site preparation activities, the contractor will perform project construction activities. This includes general site grading, excavating and hauling for weir construction, floodplain restoration, forming and pouring the concrete flood control weir, installation of the ALERT stream level gauges, re-landscaping, installing a temporary irrigation system, and installing interpretive signs.

#### **Performance Testing and Demobilization**

During completion of construction activities, the contractor will perform required materials testing and monitoring. This includes geotechnical testing of flood control weir base materials, earthwork compaction testing, concrete materials testing and plant establishment and monitoring. Following construction site cleanup activities, PCFCWCD will begin the three-year plant establishment monitoring period and begin monitoring the stream level gauges to determine storage and peak flow reduction results. Final inspection and project certification will also be performed, along with contractor demobilization.

The total estimated budget for this task is \$711,149 (Required Cost Share: \$0; Grant Share: \$691,149; Additional Cost Share: \$20,000).

### **Environmental Compliance/Mitigation/Enhancement**

A project-specific Project Monitoring Plan will be prepared for this project to direct longer-term project monitoring to ensure successfully project implementation and operation.

The total estimated budget for this task is \$177,215 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$177,215).

### **Construction Administration**

Construction Administration includes Construction Management services and other administrative activities relating to project implementation. Management includes: review of contractor's schedule;

management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$121,138 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$121,138).

**Other**

This task includes preparing the Project Monitoring Plan and payment for the permits described above.

The total estimated budget for this task is \$8,525 (\$525 PMP; \$8,000 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$8,525)).

**Construction/Implementation Contingency**

A construction/implementation contingency of 15% will be used for this project, which is based on previous projects and the state of the current project.

The total estimated budget for this task is \$106,672 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$106,672).

## **PROJECT 6: REGIONAL WATER METER RETROFIT ACCELERATION PROJECT**

### **Project Description**

The Regional Water Meter Retrofit Acceleration Project will install 840 additional residential meters in the service areas of the City of Sacramento, Sacramento Suburban Water District, and Sacramento County Water Agency. The meters will conserve an estimated 126 AF per year.

The total estimated budget for this project is \$959,545 (Required Cost Share: \$0; Grant Share: \$913,095; Additional Cost Share: \$46,450).

### **Direct Project Administration**

Administration includes Board and Council communications with the respective agencies, budget adjustments, project status meetings, and communication with RWA and contractors. This project is being administered by RWA; however, the meters will be installed in the City of Sacramento, Sacramento Suburban Water District, and Sacramento County Water Agency service areas. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Regional Water Meter Retrofit Acceleration Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$17,340 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$17,340).

### **Land Purchase/Easement**

This is not required for this project.

### **Planning/Design/Engineering/Environmental Documentation**

Each agency has an ongoing meter installation program, so minimal preparation of final design and specifications would be needed to commence the project. All installed residential water meters will comply with design and accuracy specifications of the AWWA and shall be NSF-approved lead free. The meters will be connected to residential water services in accordance with the Uniform Plumbing Code (UPC). For the Regional Water Meter Retrofit Acceleration Project, a Categorical Exemption will be filed as the project will not have any significant impacts on the environment. For this project, a Sacramento County Encroachment Permit must be acquired to be allowed to work in County easements. These permits are issued on an annual basis for agency operations and maintenance. For the water meters located in the City of Sacramento, no permits will be required.

The total estimated budget for this task is \$6,480 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$6,480).

### **Construction/Implementation**

The Regional Water Meter Retrofit Acceleration Project participants (namely the City of Sacramento, Sacramento Suburban Water District and the Sacramento County Water Agency) select contractors through a competitive process on a fiscal year basis for implementation of similar types of work; therefore, these agencies will modify the existing contracts to incorporate the Regional Water Meter Retrofit Acceleration Project as part of the overall contract scope. Construction is divided into three

categories: mobilization and site preparation, project construction, and performance testing and demobilization.

### **Mobilization and Site Preparation**

The contractors will mobilize their equipment and crew to their respective, designated staging areas. Some of the equipment that will be required for implementation of the Regional Water Meter Retrofit Acceleration Project include: a backhoe, low bed, and crew truck; this equipment will be brought to the site during this subtask.

### **Project Construction**

During project construction, the 840 residential water meters will be installed. The contractors will perform the installations within OSHA and any other applicable codes, regulations, and ordinances during construction.

### **Performance Testing and Demobilization**

Representatives of the participating agencies will perform post-construction inspections to verify proper meter installation. Additionally, as part of this work item, demobilization and site restoration (as required) by the contractor will be completed.

The total estimated budget for this task is \$924,000 (Required Cost Share: \$0; Grant Share: \$913,095; Additional Cost Share: \$10,905).

### **Environmental Compliance/Mitigation/Enhancement**

A Categorical Exemption will be filled for this project, so no mitigation measures will be required. Contractors will prepare erosion, sediment and pollution control plans to protect water quality during construction. Implementation of an approved Project Monitoring Plan will occur under this task.

The total estimated budget for this task is \$3,600 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$3,600).

### **Construction Administration**

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$7,200 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$7,200).

### **Other**

This task includes preparing the Project Monitoring Plan and securing of permits identified above.

The total estimated budget for this task is \$925 (\$525 PMP; \$400 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$925)).

### **Construction/Implementation Contingency**

A construction/implementation contingency will not be applied to this project as the installation of water meters is not a complex construction activity and the participants have significant prior experience in meter retrofits and will assume any additional costs.

## **PROJECT 7: REGIONAL INDOOR AND OUTDOOR WATER EFFICIENCY PROJECT**

### **Project Description**

The Regional Indoor and Outdoor Water Efficiency Project consists of four components that will conserve an estimated 9,615 AF over the life of the programs. The four programs are: (1) no-cost interior water efficiency fixture retrofits, primarily targeted (goal of 75%) at disadvantaged communities; (2) exterior single family water use surveys and upgrades; (3) exterior water use surveys and upgrades for large landscapes, including commercial, industrial and institutional (CII) and residential agriculture landscapes; and (4) the preparation of water use budgets for accounts with dedicated landscape meters. The estimated average annual conservation from the project is 480 AF per year.

The total estimated budget for this project is \$1,004,439 (Required Cost Share: \$0; Grant Share: \$988,198; Additional Cost Share: \$16,241).

### **Direct Project Administration**

Administration includes general communications, budget adjustments, project status meetings, and communication with contractors, local agency staff and internal communication at RWA. If labor compliance is required, it will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Regional Indoor and Outdoor Water Efficiency Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$33,499 (Required Cost Share: \$0; Grant Share: \$17,558; Additional Cost Share: \$15,941).

### **Land Purchase/Easement**

This is not required for this project.

### **Planning/Design/Engineering/Environmental Documentation**

The project is designed to reduce water use as a means towards compliance with California law requiring a 20% water reduction in per capita water use Statewide by the year 2020. The majority of the planning documents required for implementation have been prepared by local agency and RWA staff. These documents demonstrate the efficacy of the proposed conservation measures and were developed based on guidance documents prepared by DWR and the California Urban Water Conservation Council (CUWCC). This project will follow all design and material standards documented in the CUWCC MOU as well as any other applicable standards. No permits are required for this project.

The total estimated budget for this task is \$3,360 (Required Cost Share: \$0; Grant Share: \$3,360; Additional Cost Share: \$0), which will be fully funded by the grant.

### **Construction/Implementation**

Implementation will consist of the following four primary elements:

- **Interior Conservation Retrofits** - This effort will provide a complete interior water conservation retrofit for up to 1,098 households in the Greater Sacramento Area, with a goal of 75% (or 825) of the retrofits targeted at disadvantaged customers. The retrofit will include a standard survey of interior water use; direct, no-cost installation of indoor water efficiency devices including toilets, showerheads, and faucet aerators and hose-end shut-off valves will be provided for exterior hose bibs.
- **Exterior Residential Water Use Surveys and Upgrades** - For single-family accounts, provide up to 285 exterior water use surveys (landscape audits) and up to \$500 for each completed survey in irrigation system upgrades.
- **Exterior Large Landscape Water Use Surveys and Upgrades** - For large landscapes, including CII and residential agriculture accounts with mixed-use meters, provide up to three workshops on water efficiency for large landscape customers throughout the region and up to 76 exterior water surveys, which include up to \$1,500 for each completed survey in irrigation system upgrades.
- **Landscape Water Budgets** - Prepare up to 404 landscape water budgets for dedicated landscape irrigation meters in accordance with the state's current Model Water Efficient Landscape Ordinance.

The total estimated budget for this task is \$884,500 (Required Cost Share: \$0; Grant Share: \$884,500; Additional Cost Share: \$0).

### **Environmental Compliance/Mitigation/Enhancement**

No environmental compliance, mitigation, or enhancement will be required for this project. This task will include implementation of an approved Project Monitoring Plan.

The total estimated budget for this task is \$2,300 (Required Cost Share: \$0; Grant Share: \$2,300; Additional Cost Share: \$0).

### **Construction/Implementation Administration**

Implementation administration includes will include the following items: Review contractor's schedule and make recommendations; manage and coordinate all project inquiries, serve as focal point; manage and coordinate all contractor correspondence; maintain detailed project records; receive, log, and distribute all submittals for review; coordinate inspection of completed items with local agencies; recommend final payment and submit all project files for archiving.

The total estimated budget for this task is \$80,480 (Required Cost Share: \$0; Grant Share: \$80,480; Additional Cost Share: \$0).

### **Other**

This task includes preparing the final Project Monitoring Plan.

The total estimated budget for this task is \$300 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$300).

**Construction/Implementation Contingency**

An implementation contingency will not be applied to this project as the installation of water efficiency measures is not a complex construction activity.



## **PROJECT 8: SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT / SACRAMENTO POWER AUTHORITY RECYCLED WATER PROJECT**

### **Project Description**

This Project consists of the construction of recycled water pipeline facilities at the Sacramento Regional County Sanitation District (SRCSD) Sacramento Regional Wastewater Treatment Plant (SRWTP), transmission pipelines outside of the SRWTP, and piping modifications at the SPA Cogeneration Facility to convey recycled water from the SRWTP to replace approximately 1,000 AF per year of potable water currently being used for cooling purposes.

The total estimated budget for this project is \$9,165,994 (Required Cost Share: \$2,700,000; Grant Share: \$1,547,519; Additional Cost Share: \$4,918,475).

### **Direct Project Administration**

Administration includes internal communications, budget adjustments, project status meetings, and communication and coordination with RWA and contractors. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the SRCSD/Sacramento Power Authority (SPA) Recycled Water Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$133,805 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$133,805).

### **Land Purchase/Easement**

The SRWTP property has been owned by SRCSD since the 1970s and the SPA owns the Cogeneration Plant property, but other land easement acquisitions may be required in order to implement this project. The pipeline alignment between the northern property boundary of the SRWTP and the southern terminus point of 24<sup>th</sup> Street, referred to as Delta Shores, does not appear to have existing right-of-way and it is anticipated that easements would need to be secured in this area. Also, it may be necessary to acquire easements/right-of-ways and temporary construction easements along sections of the alignment along 24<sup>th</sup> Street and 47<sup>th</sup> Avenue in order to facilitate the construction and maintenance of the pipeline and related appurtenances. Since the existing lands within Delta Shores are undisturbed lands, installation of the recycled water transmission main is expected to be faster and cheaper compared to the other sections of pipeline. Based on prior experiences with similar projects, 5% of project construction costs is assumed for the cost of project easements.

The total estimated budget for this task is \$310,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$310,000).

### **Planning/Design/Engineering/Environmental Documentation**

SRCSD will solicit for engineering services to complete design for the SRCSD/SPA Recycled Water Project. A Negative Declaration will be drafted for the pipeline proposed in this project. Four permits must be acquired prior to project implementation. The SRCSD Treated Wastewater Change Petition

WW-28, was completed in July 1996, providing approval under Section 1211 and 1700 of the California Water Code to change the place of use and purpose of use of treated wastewater. Potential amendments to California Energy Commission (CEC) License and Title 5 Air Permit, may be required to operate the SPA Cogeneration Plant. Encroachment permits from local jurisdictions/agencies allowing for the construction of utilities in public right-of-ways. A Department of Fish and Game Section 1600 Streambed Alteration Agreement to cross Laguna Creek at the SRWTP property. This permit may not be required should SRCSD construct the crossing under Laguna Creek using tunneling methods to avoid mitigation impacts and accelerate the acquisition of permits. If required, a U.S. Army Corps of Engineers Section 404 Encroachment Permit as well as a RWQCB Section 401 Permit for water quality certification will also be acquired. SRCSD will release a Notice to Contractors for the SRCSD/SPA Recycled Water Project. After review of the bids, SRCSD will select a bid and provide the NTP to the selected contractor. A SWPPP will be developed and provided by the Contractor.

The total estimated budget for this task is \$1,295,498 (Required Cost Share: \$700,000; Grant Share: \$0; Additional Cost Share: \$595,498).

### **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

Mobilization and site preparation includes clearing a path to the work area, creating a temporary staging area, mobilizing large construction equipment to the site and storm drain inlet protection. Pre-construction surveys and soil borings along the pipeline will be performed and will identify existing utilities, rights-of-way, environmentally sensitive areas and above ground and underground road conditions. Mitigation measures such as the BMPs identified in the SWPPP will also be set-up under this subtask.

#### **Project Construction**

Project construction consists of the installation of the pipeline and all other appurtenances and improvements and modifications to the treatment and piping system at the water recycling facility and to the cogeneration plant piping system. This includes trench construction and stabilization, traffic control, pipe installation, backfill and compaction of the trench. The pipeline will consist of approximately 6.3 miles of 12-inch diameter recycled water pipeline.

#### **Performance Testing and Demobilization**

After completion of construction, the pipeline and modifications to the water recycling facility and cogeneration plant will be tested. Once completed, the construction site will be cleaned and fencing installed to protect the pipeline. The pipeline and modifications will then be inspected to ensure compliance with all applicable standards and regulations.

The total estimated budget for this task is \$5,575,200 (Required Cost Share: \$2,000,000; Grant Share: \$1,547,519; Additional Cost Share: \$2,027,681).

### **Environmental Compliance/Mitigation/Enhancement**

The SWPPP and permit compliance measures will be implemented. Construction of the pipeline segments along specific areas of the SRWTP property will avoid seasonal nesting areas. Monitoring required as part of implementation of the Project Monitoring Plan will be implemented and includes implementation of the required performance monitoring, data assessment, and reporting.

The total estimated budget for this task is \$66,902 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$66,902).

### **Construction Administration**

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$669,024 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$669,024).

### **Other**

This task includes preparing the final Project Monitoring Plan.

The total estimated budget for this task is \$525 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$525).

### **Construction/Implementation Contingency**

A construction/implementation contingency of 20% has been included and is detailed in the associated budget. The contingency percentage is based on SRCSD's prior experience and typical industry standards for this stage of a project.

The total estimated budget for this task is \$1,115,040 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$1,115,040).

## **PROJECT 9: NORTH ANTELOPE BOOSTER PUMP STATION PROJECT**

### **Project Description**

This project will construct a booster pump with a capacity of 4,200 gallons per minute to provide for the reversal of flow in the Antelope and Cooperative Transmission pipeline. This will increase the operational flexibility within the system and create additional opportunities for conjunctive use practices in the region.

The total estimated budget for this project is \$918,412 (Required Cost Share: \$200,000; Grant Share: \$261,873; Additional Cost Share: \$456,539).

### **Project Administration**

Administration includes Board communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared, a project completion report will be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$34,844 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$34,844).

### **Land Purchase/Easement**

The land for the proposed project is currently owned by SSWD.

### **Planning/Design/Engineering/Environmental Documentation**

Feasibility of the project will require an inter-agency agreement among the project beneficiaries. The conceptual (10%) design for this project has been completed. The final design report for the booster pump station will be completed along with a bid package for the project. For this project, AWWA standards (including AWWA A-100-06, AWWA Manual No. M21) and SSWD Standard Details and Specifications will be followed along with any other applicable project design and material standards. SSWD anticipates filing a Negative Declaration for CEQA compliance. The following permits will be required for the completion of the project and will be obtained before construction begins: CDPH Permit Amendment; Public Water Supply Amendment; and County of Sacramento Electrical Permit. Following completion of final design, a bid package will be released and the contractor will be selected based on a competitive selection process.

The total estimated budget for this task is \$167,742 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$167,742). Direct expenses for permits are included under the "Other" category below.

### **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

Mobilization and site preparation includes an onsite meeting with the construction contractor, and equipment mobilization to the project location. Based on the final pump station layout and requirements for maintenance access to the existing pressure reducing valve (PRV) station equipment, the existing access gate may need to be relocated. If so, the gate will be moved during this phase of construction. On-site safety equipment will be installed at this stage. The Stormwater BMPs identified in the SWPPP (to be prepared by the contractor) will also be installed during this stage of construction.

### **Project Construction**

Prior to installation of the pump station facilities, the site will be excavated in accordance with the final plans and specifications. Construction of the pump station includes construction and installation of piping and appurtenances, two magnetic flow meters and two 50 horsepower centrifugal pumps. A motor control center with a transformer, controls and instrumentation will also be installed during this phase.

### **Performance Testing and Demobilization**

Following construction of the pump station, start-up and control testing will be performed. Testing will include meter flow testing and calibration, motorized valve control testing and calibration, and pump flow rate testing. Finally, general site cleanup and demobilization will be performed and final project certification will be performed.

The total estimated budget for this task is \$527,800 (Required Cost Share: \$200,000; Grant Share: \$261,873; Additional Cost Share: \$65,927).

### **Environmental Compliance/Mitigation/Enhancement**

SSWD has not begun environmental documentation; however, SSWD anticipates filing a Negative Declaration. A SWPPP will be prepared and implemented as part of project construction and only standard stormwater BMPs are expected to be required. Implementation of an approved Project Monitoring Plan will be implemented under this task.

The total estimated budget for this task is \$9,600 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$9,600).

### **Construction Administration**

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$65,476 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$65,476).

### **Other**

This task includes preparing the final Project Monitoring Plan and direct permit expenses.

The total estimated budget for this task is \$7,390 (\$525 PMP; \$6,865 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$7,390)).

### **Construction/Implementation Contingency**

A construction/implementation contingency of 20% will be used for the project. This percentage was based on prior experience with similar projects at this stage of design.

The total estimated budget for this task is \$105,560 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$105,560).

## **PROJECT 10: COYLE AVENUE AND ROSEVIEW PARK PUMP STATIONS AND TREATMENT SYSTEMS PROJECT**

### **Project Description**

The project will construct two 1,200-square foot pump stations and two new production wells with estimated capacities of 1,800 gpm and 1,400 gpm in Sacramento Suburban Water District's (SSWD) north service area. When operated as part of a conjunctive use program, the wells are expected to yield an average annual supply of 2,000 AF.

The total estimated budget for this project is \$5,706,162 (Required Cost Share: \$1,800,000; Grant Share: \$1,482,298; Additional Cost Share: \$2,423,864).

### **Direct Project Administration**

Administration includes council communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Coyle Avenue and Roseview Park Pump Stations and Treatment Systems Project. A project completion report will be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$59,295 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$59,295).

### **Land Purchase/Easement**

The Coyle well site is currently owned by SSWD. SSWD has submitted an offer letter to the Sunrise Recreation and Park District (SRPD) for the Roseview Park site. SRPD is currently finalizing the offer from SSWD. The purchase price for the Coyle Avenue site was \$36,500 and the estimated purchase price for the Roseview Park site is \$32,900.

The total estimated budget for this task is \$69,400 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$69,400).

### **Planning/Design/Engineering/Environmental Documentation**

The design of the Coyle well has been completed; the pump station and treatment facility design is currently underway. For this project, AWWA standards (including AWWA A-100-06, AWWA Manual No. M21) and California Water Well Standards will be followed along with any other applicable project design and material standards. A Draft IS/ND has been prepared and was published for public comment. Per the Draft IS/ND, the proposed project will not cause any significant adverse environmental impacts. This is not expected to change with completion of the Final IS/ND. The following permits have been obtained for the Coyle Avenue and Roseview Park Pump Stations and Treatment Systems Project: County of Sacramento Well Construction Permit; and CDPH Permit Amendment. The following permits for each well will be required for the completion of the project and will be obtained before construction begins: County of Sacramento Sewer Permit; County of Sacramento Water Agency Permit; NPDES Permit Amendment; and Public Water Supply Amendment. Following completion of final design, a bid package will be released and the contractor will be selected based on a competitive selection process.

The total estimated budget for this task is \$420,750 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$420,750). Direct expenses for permits are included under the "Other" category below.

## **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

### **Mobilization and Site Preparation**

Mobilization and site preparation includes an onsite meeting with the construction contractor, and equipment mobilization to the project location. The Stormwater BMPs identified in the SWPPP (to be prepared by the contractor) will also be installed during this stage of construction.

### **Project Construction**

Construction of the wells includes the drilling operations, casing installation, filter pack placement, sanitary seal placement and wellhead completion. Detailed specifications and plans for the wells, found in the Wells Final Design Package, are included as an attachment to this work plan. Pump station and treatment system construction for the Coyle Avenue Site includes construction of the 1,200 square foot masonry pump station, installation of above-ground appurtenances such as flow meters, valves and instrumentation, and installation of approximately 200 linear feet of either 12-inch or 16-inch underground piping to convey water from the well to the SSWD distribution system. Additionally, 200 linear feet of 15- to 18-inch underground storm drain will be installed, connecting the well pump-to-waste piping to the existing Sacramento County-owned storm drain system. A motor control center with pad-mounted transformer, controls, instrumentation, lighting, heating, fencing, landscaping and irrigation facilities will also be installed during this phase. Pump station and treatment system construction for the Roseview Park Site is identical to that of the Coyle Avenue site with the following exceptions: 600 to 1,200 lineal feet of 18-inch underground storm drain will be required for connecting the well pump-to-waste piping to the Sacramento County-owned storm drain system and 600 lineal feet of 4-inch underground sewer line will be required to connect to the existing Sacramento County-owner sewer system. The wellhead treatment systems at both sites, constructed in the pump stations, will consist of a chlorination treatment for disinfection and possibly a manganese removal system. More details and specifications for the wellhead treatment system will be known once the wells have been constructed and additional water quality data have been gathered.

### **Performance Testing and Demobilization**

Following construction of the wells, test well pumps and discharge piping will be installed in the new wells. The new wells will then be developed and water quality samples will be taken and analyzed. The pump volume and drawdown will be determined at each site and one final report summarizing all of the performance testing that occurred will be drafted. Performance testing for the pump stations and treatment systems will include pressure testing and pump testing with water quality samples collected during start-up to ensure the treatment system is effective. Finally, the CDPH will inspect the sites to ensure they meet all required codes.



The total estimated budget for this task is \$4,011,935 (Required Cost Share: \$1,800,000; Grant Share: \$1,482,298; Additional Cost Share: \$729,637).

### **Environmental Compliance/Mitigation/Enhancement**

As previously mentioned, a Negative Declaration has been prepared for this project; therefore, no mitigation measures are anticipated. A SWPPP will be prepared and implemented at both sites as part of project construction; thus only standard Stormwater BMPs will be implemented through the construction period. Finally, implementation of the approved Project Monitoring Plan will also be conducted as part of this task.

The total estimated budget for this task is \$38,400 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$38,400).

### **Construction Administration**

Construction Administration includes Construction Management tasks. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$267,440 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$267,440).

### **Other**

This task includes preparing the Project Monitoring Plan and securing of permits described above.

The total estimated budget for this task is \$36,555 (\$525 PMP; \$36,030 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$36,555)).

### **Construction/Implementation Contingency**

A construction/implementation contingency of 20% will be used for the Coyle Avenue and Roseview Park Pump Stations and Treatment Systems Project. This percentage was based on prior experience with similar projects at this stage of design.

The total estimated budget for this task is \$802,387 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$802,387).

## **PROJECT 11: WILLOW HILL PIPELINE REHABILITATION PROJECT**

### **Project Description**

This project will repair one of the highest water loss areas identified in the City of Folsom through a leak detection and repair program. Improvements will include lining and other repairs of the Willow Hill pipeline and lining of the Willow Hill Reservoir. This part of Folsom's system currently loses up to 1 million gallons per day or about 1,100 AF per year.

The total estimated budget for this project is \$7,606,671 (Required Cost Share: \$2,600,000; Grant Share: \$1,926,987; Additional Cost Share: \$3,079,684).

### **Direct Project Administration**

Administration includes council communications, budget adjustments, project status meetings, and communication with RWA and contractors. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Willow Hill Pipeline Rehabilitation Project. A project completion report will also be prepared at the end of construction, as well as, annual reporting.

The total estimated budget for this task is \$94,507 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$94,507).

### **Land Purchase/Easement**

The City of Folsom owns both the infrastructure and the associated property within the project boundary.

### **Planning/Design/Engineering/Environmental Documentation**

At this time, project planning has been completed and design has not yet started on the proposed project; however the City of Folsom anticipates that four design submittals will be prepared for the project. The 10% Design is will incorporate condition assessment work that will define the type of rehabilitation required for the various pipeline segments. Construction will occur during the low water demand period in the winter, therefore to meet that schedule, the City of Folsom will be releasing the advertising bid notice on less than 100% design and will provide the 100% design plan and specifications prior to accepting bids. During design, AWWA and ASTM Construction Standards, as well as City of Folsom Standard details and specifications will be followed along with any other applicable project design and material standards. This project is a rehabilitation project of existing infrastructure and will not result in any increase of capacity; therefore, this project is categorically exempt from environmental review under CEQA as noted in Title 14 - California Code of Regulations, Chapter 3 - Guidelines for Implementation of the California Environmental Quality Act, Article 19 - Categorical Exemptions, Section 15302 - Replacement or Reconstruction. The following permits are anticipated to be obtained for this project: An Amendment to the Public Water System Supply Permit issued to the City of Folsom is assumed to be required from the CDPH to incorporate the proposed repairs. As this project is a repair, the City of Folsom will work with the CDPH to determine if the amendment is necessary. An Amendment to the Waste Discharge Requirements for City of Folsom is expected to be required from the RWQCB due to discharges resulting from the repair work. As described above, the bid advertisement period for this period will be based on the 90% design. The 100% design will be distributed to contractors prior to accepting bids. Contract authorization by the

City Council will occur within two weeks of the bid opening. Work items include a pre-bid contractor's meeting, Bid Advertisement, Notice of Award (NOA)/NTP, and monthly progress reports.

The total estimated budget for this task is \$399,960 (Required Cost Share: \$250,000; Grant Share: \$0; Additional Cost Share: \$149,960). Direct expenses for permits are included under the "Other" category below.

## **Construction/Implementation**

Details on the construction process are not currently available. Condition assessment work will define the type of lining/rehabilitation work (mortar lining, slip-lining, removing and replacing, etc.) required for the various lengths of the pipeline. Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

### **Mobilization and Site Preparation**

Upon the NTP, the contractor will mobilize and prepare the site and staging area(s), and perform any necessary pre-construction surveys.

### **Project Construction**

Following site preparation, the contractor will begin rehab/repair of the approximately 21,000 lineal foot Willow Hill Pipeline. This will also include rehab of up to 3,250 fittings, replacement of up to four flow meters, four control structures, and lining of an approximately 566,280 square-foot reservoir. As stated above, the type of repair (e.g. lining, replacement) will be determined during the condition assessment. During construction, the contractor will comply with all SWPPP requirements and any other monitoring and reporting requirements in the permits, as well as performing traffic control.

### **Performance Testing and Demobilization**

After repair of the pipeline is complete, City of Folsom staff will perform inspections and testing of the rehabilitated pipeline according to manufacturer recommendations. In addition, the contractor will perform site clean-up and demobilize. Following final testing and startup (including leak testing as required), project certification will be performed.

The total estimated budget for this task is \$6,466,170 (Required Cost Share: \$2,350,000; Grant Share: \$1,926,987; Additional Cost Share: \$2,189,183).

## **Environmental Compliance/Mitigation/Enhancement**

As previously mentioned, a Categorical Exemption is expected for this project; therefore, no mitigation measures are anticipated. This project will comply with any permit requirements and will follow the measures outlined in the SWPPP (if required for the project). Implementation of the approved Project Monitoring Plan will be performed under this task. Any benefits from the use of available water resulting from the water efficiency improvements will be addressed as a separate project.

The total estimated budget for this task is \$12,800 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$12,800).

### **Construction Administration**

Construction Administration includes Construction Management services and other construction administration services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$304,440 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$304,440).

### **Other**

This task includes preparing the Project Monitoring Plan and permits described above will be obtained.

The total estimated budget for this task is \$5,485 (\$525 PMP; \$4,960 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$5,485)).

### **Construction/Implementation Contingency**

A construction/implementation contingency of 5% will be used for the Willow Hill Pipeline Rehabilitation Project. The assumed contingency is less than other projects in the proposal due to the minimal open trenching expected as part of this project.

The total estimated budget for this task is \$323,309 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$323,309).

## **PROJECT 12: LOWER AMERICAN RIVER MILE 0.5 AQUATIC RIPARIAN HABITAT ENHANCEMENT PROJECT**

### **Project Description**

The project has been developed to increase the frequency of flooded habitat available for fish in the American and Sacramento Rivers during the spring and winter and to provide improved riparian habitat for birds and other wildlife species. These enhancements would be achieved by lowering and re-grading the over-steepened river bank at the 3.3 acre site and improving the quality of the upland habitat on the adjacent elevated floodplain.

The total estimated budget for this project is \$2,697,974 (Required Cost Share: \$200,000; Grant Share: \$1,408,183; Additional Cost Share: \$1,089,791).

### **Direct Project Administration**

The project has three implementing agencies: Sacramento Area Flood Control Agency (SAFCA), County of Sacramento, and Water Forum. SAFCA is the project sponsor and will be responsible for implementing the project. The County of Sacramento is the property owner, and Water Forum is a stakeholder in the project. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Lower American River Mile 0.5 Aquatic Riparian Enhancement Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$31,916 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$31,916).

### **Land Purchase/Easement**

The land for the proposed project includes property purchased prior to 1984 by Sacramento County, a partner in this project. The County has calculated a market value of \$22,000 per acre for the use of the American River Parkway for restoration by outside parties. This cost will either be waived or paid by SAFCA. For this project, the anticipated in-kind value for the use of the land is \$21,460.

The total estimated budget for this task is \$21,460. (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$21,460)

### **Planning/Design/Engineering/Environmental Documentation**

Planning documents have been prepared to demonstrate the viability of the project. At this time the design of the project is at the 100% stage; however, designs will be updated to reflect changes in implementing agency, and a revised CEQA document will be circulated. An Environmental Assessment (EA) and Initial Study (IS) for CEQA and National Environmental Policy Act (NEPA) compliance were completed in December 2007 by USACE and a Notice of Determination (NOD) and Project Approval was completed May 2008. Because of the time that has passed and project changes involving the hauling and disposal of excavated soil, a new CEQA document will be released. This document will be a Supplemental EIR. This SEIR will supplement SAFCA's Natomas Levee Improvement Program (NLIP) EIR, because the soil will be hauled offsite for use in that project. In order to implement this project, the following permits will be required: Department of Fish and Game

Section 1602 Streambed Alteration Agreement; Section 2081 California Endangered Species Act Incidental Take Permit; Army Corps of Engineers 404 permit and Section 7 consultation for Clean Water Act and Federal Endangered Species Act compliance; RWQCB Section 401 Permit for water quality certification; CVFPB Encroachment Permit for permission to work in a floodway; State Lands Commission Lease for permission to work on state lands (if required); SWPPP will be prepared by the contractor as a condition of the contract.

Work items include advertising for bid, bid opening, reviewing the bids and issuing the NOA/NTP, as well as, the Construction Contract Award and will be performed by SAFCA staff. The Final Design Package will be used for the bid advertisement.

The total estimated budget for this task is \$319,866 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$319,866).

## **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization, as described in the following sections.

### **Mobilization and Site Preparation**

Upon the NTP, the contractor will mobilize its equipment and crew according to the staging plan. This will include moving equipment and materials to the site, grading and surfacing lay down and access roads as required and any temporary trailer, portable toilets and/or fencing required.

### **Project Construction**

After site mobilization and site preparation, project construction will occur in two phases. In the first phase, elderberry shrubs that currently occupy approximately 2.5 of the 3.3 acres identified for floodplain habitat will be transplanted onto 10 acres of upland currently covered in non-native weedy grasses, blackberry vines, and a few native trees. Prior to transplanting, the site will be cleared and grubbed to prepare the upland area for the elderberry shrubs. The five acres will also be planted with elderberry seedlings and associated riparian species as established during consultation.

During the second construction phase, the existing bank at RM 0.5R will be reshaped to create fish and wildlife habitat. After the bank is reshaped, vegetation will be planted according to the planting plan. An irrigation system will be constructed to ensure establishment of the plantings, and a beaver exclusion fence installed along the shoreline to increase plant survival. As part of site clean-up, all equipment and excess materials will be transported offsite. Any disturbed areas outside the planting zones will be reseeded with native grasses to promote revegetation and minimize soil erosion.

Finally, all work sites will be cleaned of all rubbish and all parts of the work will be left in a safe and neat condition suitable to the naturalistic and recreation setting of the Parkway. Cleared vegetation, organic debris, unused top soil and any trash will be removed from the site via truck and disposed at the Sacramento County landfill or other approved site. The estimated 60,000 cubic yards of soil material excavated during grading and shaping of the floodplain will be removed by truck and stockpiled at a property owned by SAFCA along the Garden Highway.

### **Performance Testing and Demobilization**

The contractor will perform site clean-up and stabilization. This subtask also includes the preparation of record drawings, final inspection and project certification, and contractor demobilization. Plant establishment monitoring will continue after construction.

The total estimated budget for this task is \$1,791,581 (Required Cost Share: \$200,000; Grant Share: \$1,408,183; Additional Cost Share: \$183,398).

### **Environmental Compliance/Mitigation/Enhancement**

An EA and IS for CEQA and NEPA compliance were completed in May 2008, resulting in a MND. All mitigation measures have been incorporated into the final design. Mitigation will be accomplished by avoiding sensitive resources through pre-construction surveys. Elderberries on the site will be transplanted per U.S. Fish and Wildlife Service requirements. Water quality will be protected via a SWPPP and BMPs, which will be the responsibility of the contractor. Implementation of an approved Project Monitoring Plan will be conducted as part of this task.

The total estimated budget for this task is \$23,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$23,000).

### **Construction Administration**

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$143,326 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$143,326).

### **Other**

This task includes preparing the Project Monitoring Plan and payment for permits described above.

The total estimated budget for this task is \$8,508 (\$525 PMP; \$7,983 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$8,508)).

### **Construction/Implementation Contingency**

A 20% construction/implementation contingency has been included. This rate is based on prior experience and engineering practice.

The total estimated budget for this task is \$358,316 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$358,316).

## **PROJECT 13: LOWER COSUMNES RIVER FLOODPLAIN RESTORATION PROJECT**

### **Project Description**

The project will include levee breaching, re-creating historic sloughs and off-channel wetlands, and installing fish screens on existing water intake structures. The project will result in 143 acres of additional floodplain, riparian forest habitat and juvenile salmon rearing habitat.

The total estimated budget for this project is \$2,557,195 (Required Cost Share: \$100,000; Grant Share: \$415,041; Additional Cost Share: \$2,042,154).

### **Direct Project Administration**

Administration includes communication with RWA and contractors, budget adjustments, and project status meetings. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the Lower Cosumnes River Floodplain project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$37,560 (Required Cost Share: \$0; Grant Share: \$37,560; Additional Cost Share: \$0).

### **Land Purchase/Easement**

No land purchases or easements are required for this project, and therefore, there are no associated costs in the budget.

### **Planning/Design/Engineering/Environmental Documentation**

Ducks Unlimited completed the 10% design of the Lower Cosumnes Floodplain Restoration Project. The 100% (or final) design will be the design package that is used to advertise the bid for construction. The package will consist of the complete, signed plans and specifications. During design, AWWA and ASTM Construction Standards, OSHA regulations, and industry standard practice will be used as construction standards and health and safety standards. All other applicable project design and material standards will also be used. Environmental documentation has not yet been completed. A CEQA MND will be prepared. To comply with NEPA, an EA will also be developed; the EA will specifically help satisfy the federal Endangered Species Act and National Historic Preservation Act as required for federal funding currently being sought for the project. In order to implement this project, the following permits will be acquired: Department of Fish and Game Section 1600 Streambed Alteration Agreement for construction in the Cosumnes River. DFG is a partner on the Cosumnes River Preserve and will assist with development of the permit. U.S. Army Corps of Engineers Section 404 Encroachment permit for Clean Water Act and Federal Endangered Species Act compliance. RWQCB Section 401 Permit for water quality certification. CVFPB Encroachment Permit for permission to work on the levee. RWQCB Stormwater NPDES Permit for Construction. A SWPPP will be drafted by the contractor to help minimize the impacts of stormwater runoff from the construction site by documenting stormwater BMPs and for state environmental compliance. Permits will be prepared, submitted and acquired by Ducks Unlimited as an agent of the Bureau of Land Management (landowner).



The total estimated budget for this task is \$626,432 (Required Cost Share: \$100,000; Grant Share: \$142,248; Additional Cost Share: \$384,184).

### **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

Upon the NTP, the contractor will mobilize its equipment and crew according to the staging plan and perform possible pre-construction surveys, including determining the presence of giant garter snakes as required for NEPA compliance.

#### **Project Construction**

During project construction, the construction contractor will excavate interior slough channels, construct interior access roads, and install fish exclusion screens on existing water intake structures. The levee will be breached in two locations to provide perennial and tidal connectivity between the river and the floodplain. From the breaches, a channel will be cut into the site to re-establish two historic tidal slough channels. Multiple slough side channels with varying elevations and small sub-floodplains will also be excavated off the two main channels. Inspection and testing will be performed on the constructed project by engineers from Ducks Unlimited, followed by revegetation and plant establishment. The construction contractor has sole and complete responsibility for the safety of all personnel and property on site for the project direction and will perform within OSHA and any other applicable codes, regulations, and ordinances.

#### **Performance Testing and Demobilization**

In this construction stage, the contractor will perform site clean-up and stabilization. Final inspection and project certification (which will be performed by engineers from Ducks Unlimited) will also be performed along with contractor demobilization. Inspections and project certification will be performed by Ducks Unlimited staff. After project completion, fish and water quality monitoring will be performed. Fish monitoring will identify and evaluate native fish use of the project site after completion. Specifically, the fish monitoring will examine the fall run Chinook Salmon, Sacramento Splittail, and Delta Smelt. Providing juvenile fish rearing habitat for these species is one of the primary goals of the project and monitoring will be used to assess ultimate success of the project. A specific fish monitoring protocol will be solicited/developed when project funding is secured. Water quality monitoring will include turbidity, salinity, nutrients both within the floodplain and the adjacent Cosumnes River upstream and downstream of the project site. A specific water quality monitoring protocol will be solicited/developed when the project funding is secured.

The total estimated budget for this task is \$1,249,000 (Required Cost Share: \$0; Grant Share: \$224,683; Additional Cost Share: \$1,024,317).

### **Environmental Compliance/Mitigation/Enhancement**

A SWPPP will be developed and implemented as well as any mitigation measures identified in the approved MND and EA. The SWPPP BMPs will include seeding of all disturbed soil areas and equipment staging areas and other stormwater measures for post-construction project stabilization. Mitigation measures for CEQA and NEPA compliance are anticipated to consist of timing construction to occur during the non-breeding season for the Swainson's Hawk and other birds, and monitoring

sensitive flora and fauna species during project implementation. Cofferdams will also be constructed to prevent sedimentation and preserve water quality in the Cosumnes River during implementation of the project. Development and implementation of the SWPPP will be the responsibility of the contractor.

In addition, implementation of the approved Project Monitoring Plan will be covered under this task.

The total estimated budget for this task is \$170,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$170,000).

### **Construction Administration**

Construction Administration and management work items will be conducted under this task. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$41,472 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$41,472).

### **Other**

This Task includes preparing the Project Monitoring Plan, monitoring of project benefits, public outreach, and obtaining permits described above.

The total estimated budget for this task is \$307,831 (Required Cost Share: \$0; Grant Share: \$10,550; Additional Cost Share: \$297,281).

### **Construction/Implementation Contingency**

An approximately 10% construction/implementation contingency has been included for this project. This value was chosen due to the stage of the project as well as experience with past projects.

The total estimated budget for this task is \$124,900 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$124,900).

## PROJECT 14: LOWER COSUMNES RIVER INTEGRATED GROUNDWATER RECHARGE PROJECT

### Project Description

This project will include an 80+-acre spreading basin to be constructed and maintained by Omochumne-Hartnell Water District (OHWD) adjacent to the Cosumnes River and recharge groundwater with up to 4,000 AF/year of Rancho Murieta Community Services District (RMCS D) surface water and construct a recovery well with an estimated capacity of 600 gpm for RMCS D to reduce supply deficits. The well will increase supply to RMCS D by an estimated average annual of 300 AF. For grant management purposes, the project has been divided into two project elements – Lower Consumnes River Integrated Groundwater Recharge Project (Project 14) and Lower Consumnes River Integrated Groundwater Recovery Project (Project 17). The groundwater recharge aspect of the project sponsored by OHWD is described below.

The total estimated budget for this project is \$1,489,675 (Required Cost Share: \$50,000; Grant Share: \$986,668; Additional Cost Share: \$453,007).

### Direct Project Administration

Administration includes Board communications, budget adjustments, project status meetings, communication with RWA and contractors, and between the two participating agencies, OHWD and RMCS D. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the project. A completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$26,544 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$26,544).

### Land Purchase/Easement

The proposed location of the project is not owned by OHWD. OHWD and the land owner are currently working toward developing a lease agreement for an initial 10-year period with an option for an additional 10-years, ensuring a 20-year lifetime on the spreading basin.

The total estimated budget for this task is \$75,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$75,000).

### Planning/Design/Engineering/Environmental Documentation

Conceptual design (10% design) of the project has been completed; additional design deliverables will be prepared and submitted as part of the project. All materials used and procedures followed will conform to ASTM designations, State specifications, and other applicable engineering standards such as American Society of Civil Engineers (ASCE), AWWA. OHWD will draft, submit and adopt an IS and MND. Construction permits will include a U.S. Army Corps of Engineers Section 404 Encroachment Permit, a California Department of Fish and Game Section 1601 Permit, and compliance with the State's General NPDES Permit for Stormwater Discharges during construction will be required. A project bid package will be prepared and a contractor will be secured through a competitive selection process.

The total estimated budget for this task is \$306,048 (Required Cost Share: \$25,000; Grant Share: \$206,048; Additional Cost Share: \$75,000).

### **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

Mobilization and site preparation for this project will include pre-construction surveys; grubbing and clearing for site access; prepping of the staging area, spreading basin site, diversion unit site and pipeline route; and the implementation of any required mitigation actions. Site preparation also includes designation of staging areas and grading access ramps to diversion unit site near the Cosumnes River and to the spreading basin to meet the existing levee road, and winterization of the site(s) in October in anticipation of winter season.

#### **Project Construction**

OHWD is proposing to install a new pump station and intake on the right bank of the Cosumnes River near River Mile 22, upstream of Blodgett Dam. The new pump would draw water from a wet well placed in a river bank area that is hydraulically connected to the river. A culvert would connect this wet well to the intake structure on the river. The intake structure would screen the diversion to protect fishery resources (fish screen or infiltration gallery). The pump will be designed to draw up to 30 cfs of water. The pumping unit would consist of the wet well caisson, a water pump, and electric motors. Pump and motor controls will be installed on a platform above the wet well. The platform will be placed above the 100-year flood levels. Power sources for the lift station and fish screen would be installed by Sacramento Municipal Utility District (SMUD) as part of this project.

OHWD would also install about 600 feet of pipeline to convey the water from the pumping unit to the spreading basin. Existing soils in the project area will be tested to determine its suitability as a backfill around the pipeline and levee protection features. Pressure relief and vacuum valves would be installed to provide pipeline protection. A riprap outflow structure will be constructed in the spreading basin to dissipate energy from water flow and provide protection against soil erosion. The spreading basin would be constructed to allow infiltration of water; removal of top soil will improve the infiltration rates and will provide earth material needed for constructing berms around the basin. A monitoring well, with up to four nested piezometers, would also be completed as part of the Phase 1 project within the spreading basin to assess groundwater impacts. Field experience during drilling will determine the final monitoring well design.

#### **Performance Testing and Demobilization**

Following project construction, performance testing will be performed on new facilities. This includes a percolation test on the new spreading basin, leakage tests performed on all pipes, followed by full system flow tests conducted in the pipelines after the system is operational. Testing and demonstration of diversion pumps and associated electrical components, valves, gauges and other mechanical equipment will also be performed.

The total estimated budget for this task is \$835,000 (Required Cost Share: \$25,000; Grant Share: \$735,000; Additional Cost Share: \$75,000).

### **Environmental Compliance/Mitigation/Enhancement**

Little environmental mitigation or enhancement actions beyond normal construction BMPs are expected to be required for the project. A SWPPP will also be prepared and implemented as part of project construction; thus only standard stormwater BMPs will be implemented through the construction period. Implementation of an approved Project Monitoring Plan will be included as part of this task.

The total estimated budget for this task is \$4,800 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$4,800).

### **Construction Administration**

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$65,876 (Required Cost Share: \$0; Grant Share: \$45,620; Additional Cost Share: \$20,256).

### **Other**

This task includes preparing the Project Monitoring Plan and securing of permits noted above.

The total estimated budget for this task is \$9,407 (\$525 PMP; \$8,882 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$9,407)).

### **Construction/Implementation Contingency**

A construction/implementation contingency of 20% has been included and is based on prior experience and the early stage of the project.

The total estimated budget for this task is \$167,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$167,000).

## **PROJECT 15: SLEEPY HOLLOW DETENTION BASIN RETROFIT PROJECT**

### **Project Description**

This project will modify an existing 6.3 acre flood detention basin using low impact development techniques such as the development of perennial channels to treat summer irrigation flows, seasonal wetland areas to treat large storm flows and winter runoff, habitat heterogeneity through creation of riparian clusters and habitat mounds. The basin will also be used to increase recharge from stormwater.

The total estimated budget for this project is \$973,384 (Required Cost Share: \$0; Grant Share: \$222,345; Additional Cost Share: \$751,039).

### **Direct Project Administration**

The City of Elk Grove will be the lead agency on this project, but the project will be implemented cooperatively with Laguna Creek Watershed Council (LCWC), the Sheldon Community Association, and with local, well organized grass-roots community groups. Labor compliance will be implemented under an approved LCP. Quarterly reports will be prepared assessing the progress and accomplishments of the Sleepy Hollow Detention Basin Retrofit Project. A project completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$14,118 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$14,118).

### **Land Purchase/Easement**

Morrison Homes Inc. completed the Sleepy Hollow Unit 2 subdivision in 2005. The conditions of approval required the developer to dedicate the lots containing the detention basin to the City of Elk Grove, so land purchase/easement is not required.

### **Planning/Design/Engineering/Environmental Documentation**

Four design submittals are expected to be completed for this project. The 100% Design will be used to advertise the project for bid for construction and will consist of the complete and signed specifications.

The proposed retrofit design must not compromise the primary objective of the detention basin: 100-year storm event flood control protection. Construction material will only include temporary irrigation pipes and equipment to be used for a minimum of five years to help establish the plantings. Conveyance of stormwater will be achieved by created drainage swales and no piping will be required. An environmental analysis for CEQA compliance has not yet been completed; however, a MND will be completed. Permitting requirements will be identified and considered during project design. A California Department of Fish and Game Section 1602 Streambed Alteration Agreement. Compliance with the State's General Stormwater NPDES Permit for construction will also be required. A SWPPP will be developed by the contractor and implemented. A U.S. Army Corps of Engineers Section 404 Encroachment Permit for construction in U.S. Waters; if a Section 404 Permit is sought, then a Central Valley RWQCB Section 401 Permit for water quality certification will also be required. The dry wells will be registered with the United States Environmental Protection Agency Underground

Injection Control Program. A project bid package will be prepared and a contractor will be secured through a competitive selection process.

The total estimated budget for this task is \$143,226 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$143,226).

### **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

The contractor will mobilize their equipment and crew according to the pre-designated staging plan. Mobilization and site preparation includes clearing a path to the work area, creating a temporary staging area, and mobilizing large construction equipment to the site. Additionally, the contractor will install temporary construction fencing, stormwater management controls, and clear and grub the site.

#### **Project Construction**

For project construction, the contractor will retrofit the new multi-purpose basin. This will include grading for wetland creation and habitat enhancement, constructing five Darcy Columns (dry wells), constructing and installing irrigation piping, and constructing recreational trails. In addition, trees and shrubs will be planted, and interpretive signs will be placed.

#### **Performance Testing and Demobilization**

Following project construction, the contractor will perform site clean-up and fencing. This work phase also includes final inspection and project certification. Lastly, the contractor will demobilize all equipment to complete construction.

The total estimated budget for this task is \$263,400 (Required Cost Share: \$0; Grant Share: \$222,345; Additional Cost Share: \$41,055).

### **Environmental Compliance/Mitigation/Enhancement**

The Sleepy Hollow Detention Basin Retrofit Project is an environmental enhancement project; as such, it is anticipated that there will be no environmental mitigations required beyond standard construction mitigation measures. All measures described in the SWPPP and any permits will be followed. Also included in this task is implementation of the approved Project Monitoring Plan.

The total estimated budget for this task is \$357,500 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$357,000).

### **Construction Administration**

Construction Administration and Construction Management work items will be conducted under this task. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$61,435 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$61,435).

### **Other**

Other tasks include baseline monitoring, community engagement and preparation of the Project Monitoring Plan.

Baseline monitoring will consist of a water quality assessment of the storm runoff coming into the basin and discharging from the basin. The Baseline Monitoring Plan Report will evaluate existing incoming and discharge water quality conditions to measure against post-construction conditions, and it will also summarize the hydrology of basin and groundwater percolation capacity.

The City desires to engage the adjacent community through at least one workshop to let them know about the Project and the City's intentions. The City will advertise the workshops, prepare presentations, host the workshops, gather input, address issues and communicate with the community.

The total estimated budget for this task is \$81,025 (\$525 PMP; \$5,500 permits; \$10,000 community outreach; \$40,000 baseline monitoring; \$25,000 Sacramento County fees (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$81,025)).

### **Construction/Implementation Contingency**

A construction/implementation contingency of 20% has been included. This contingency value was selected based on the development of the project and previous experience with similar projects.

The total estimated budget for this task is \$52,680 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$52,680).



## **PROJECT 16: ANTELOPE CREEK INTEGRATED WATER EFFICIENCY PROJECT**

### **Project Description**

This is a multi-objective water efficiency and regional flood control improvement project proposed within the Dry Creek Watershed area of the American River Basin. This project includes the first phase of a two-phase project. The first phase includes the concrete gunite lining and other improvements of the Antelope Creek/Canal and its tributaries and the construction of one (in a future series of two) on-channel flood control weirs on Antelope Creek. The project will conserve up to 125 AF per year, reduce the amount of erosion in the watershed, improve water quality and reduce peak flow from a 100-year storm event by 530 cubic feet second on Antelope Creek near Atlantic Street in the City of Roseville. For grant management purposes, the project has been split into two project elements (Antelope Creek Integrated Flood Control Project and Antelope Creek Integrated Water Efficiency Project). The Antelope Creek Integrated Water Efficiency Project sponsored by Placer County Water Agency is described below.

The total estimated budget for this project is \$536,416 (Required Cost Share: \$20,130; Grant Share: \$379,468; Additional Cost Share: \$136,818).

### **Direct Project Administration**

Administration includes Board communications, budget adjustments, project status meetings, and communication with RWA and contractors and communication between the two participating agencies, Placer County Water Agency (PCWA) and Placer County Flood Control and Water Conservation District (District). Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the project. A completion report will also be prepared at the end of the project, as well as, annual reporting.

The total estimated budget for this task is \$25,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$25,000).

### **Land Purchase/Easement**

The canal lining portions of the project area will be submitted to the PCWA Property Specialist to determine existing PCWA easements and if other easements will need to be obtained.

The total estimated budget for this task is \$15,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$15,000).

### **Planning/Design/Engineering/Environmental Documentation**

Planning documents have been prepared to demonstrate the viability of the project. At this time, the project has completed the conceptual (10%) design stage. During design, AWWA and ASTM Construction Standards and OSHA regulations and industry standard practice will be used as construction standards and health and safety standards. PCWA anticipates filing a Negative Declaration for CEQA compliance for the project. It is not expected that permits will be required for the project, but it may need to comply with a SWPPP.

The total estimated budget for this task is \$20,000 (Required Cost Share: \$5,130; Grant Share: \$0; Additional Cost Share: \$14,870).

### **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

Upon receipt of the NTP, the contractor and PCWA crews will begin mobilization and site preparation activities. These activities will include selective clearing and grubbing of debris and invasive species within the construction areas and following all prescribed SWPPP measures.

#### **Project Construction**

For canal outlets, PCWA staff will shape the area with hand tools and off-road construction equipment, install rip-rap or other material to dissipate the energy of the flowing water, install filter fabric and other devices as needed to prevent erosion, and install reinforcing wire where needed. The outside contractor will “shoot” the gunite, following direction from PCWA staff. For raising canal walls, PCWA staff will shape the canal with hand tools and off-road construction equipment, increase the height of the canal wall with either material excavated from the canal or with temporary walls made from boards, and install reinforcing wire to the bottom and sides of the canal. Following canal lining, when the gunite has cured and hardened, each canal outlet will be opened and allowed to flow at a flow rate that would be typical of a stormwater flow. The effectiveness of the energy dissipater will be evaluated for its ability to reduce the velocity of the water and reduce the amount of sediment transported. Turbidity samples will be taken at the canal outlet and at the point where the flow enters a natural or manmade water way utilizing a portable Turbidity meter. The precise number of sites and locations to receive improvements will be identified in the project planning and design phase and will be provided to DWR prior to commencing with the construction phase of the project.

The total estimated budget for this task is \$407,468 (Required Cost Share: \$15,000; Grant Share: \$379,468; Additional Cost Share: \$13,000).

### **Environmental Compliance/Mitigation/Enhancement**

All personnel associated with this project will observe and comply with the PCWA *Natural Resources Management Training Manual* BMPs. A Project Monitoring Plan will be prepared for this project to direct longer-term project monitoring to ensure successfully project implementation and operation.

The total estimated budget for this task is \$30,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$30,000).

### **Construction Administration**

Construction Administration includes Construction Management services and other administrative activities relating to project implementation. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$10,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$10,000).

**Other**

This task includes preparing the Project Monitoring Plan and includes an estimate budget for any permits that are not yet identified.

The total estimated budget for this task is \$5,575 (\$525 PMP; \$5,050 permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$5,575)).

**Construction/Implementation Contingency**

A construction/implementation contingency of 5% will be used for this project, which is based on previous projects and the relatively simple nature of the construction activities for this project.

The total estimated budget for this task is \$23,373 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$23,373).

## **PROJECT 17: LOWER COSUMNES RIVER INTEGRATED GROUNDWATER RECOVERY PROJECT**

### **Project Description**

This project will include an 80+-acre spreading basin to be constructed and maintained by Omochumne-Hartnell Water District (OHWD) adjacent to the Cosumnes River and recharge groundwater with up to 4,000 AF/year of Rancho Murieta Community Services District (RMCS D) surface water and construct a recovery well with an estimated capacity of 600 gpm for RMCS D to reduce supply deficits. The well will increase supply to RMCS D by an estimated average annual of 300 AF. For grant management purposes, the project has been divided into two project elements – Lower Consumnes River Integrated Groundwater Recharge Project (Project 14) and Lower Consumnes River Integrated Groundwater Recovery Project (Project 17). The groundwater recovery aspect of the project sponsored by RMCS D is described below.

The total estimated budget for this project is \$1,033,265 (Required Cost Share: \$20,130; Grant Share: \$494,097; Additional Cost Share: \$519,038).

### **Direct Project Administration**

Administration includes Board communications, budget adjustments, project status meetings, communication with RWA and contractors, and between the two participating agencies, OHWD and RMCS D. Labor compliance will be implemented under an approved LCP. Following execution of the grant agreement, quarterly reports will be prepared assessing the progress and accomplishments of the project. A project completion report will also be prepared at the end of the project, as well, as annual reporting.

The total estimated budget for this task is \$34,430 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$34,430).

### **Land Purchase/Easement**

The proposed location of the project is not owned by RMCS D. The proposed well location is within an easement dating back to 1995; however, portions of the transmission pipeline will be outside of the existing easement, so new easement extensions will need to be negotiated.

The total estimated budget for this task is \$50,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$50,000).

### **Planning/Design/Engineering/Environmental Documentation**

All materials used and procedures followed will conform to ASTM designations, State specifications, and other applicable engineering standards such as ASCE, AWWA and California Water Well Standards. RMCS D will prepare and adopt an IS/MND for the project. Minimal impacts are anticipated and a MND will subsequently be completed and adopted for the water rights portion of the project. A Sacramento County Well Permit will be required. Compliance with the State's General NPDES Permit for Stormwater Discharges during construction will also be required. For operation of the project, a California Division of Water Rights Additional Point of Diversion permit will be required to allow the diversion of water from the stream to the spreading basins and a CDPH approval will be required to amend the RMCS D's water supply permit to allow the new water supply. The project will be split into two bid packages: one bid package will be for construction of well head facilities including

plumbing, pump and electrical controls; and the second bid package will be for construction of the transmission pipeline.

The total estimated budget for this task is \$170,000 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$170,000).

### **Construction/Implementation**

Construction is divided into three categories: mobilization and site preparation, project construction, and performance testing and demobilization.

#### **Mobilization and Site Preparation**

This includes an onsite meeting with the construction contractor and equipment mobilization to the project location.

#### **Project Construction**

The new well will be installed on westerly edge of RMCSD's service area on agriculture lands. The new well will be constructed of 12- to 16-inch diameter steel casing with stainless steel screen, between 500 and 600 feet in depth. The well and associated well head facilities will be designed to pump between 500 and 600 gpm. The pumping unit would consist of an above-grade water pump and electric motor set on a platform. The platform will be placed above the 100-year flood level. Power sources would be installed by Sacramento Municipal Utility District (SMUD) as part of this project. Also as part of the construction, RMCSD will install approximately 5,000 feet of 10-inch pipeline to convey the water from the well site to the existing distribution system for a direct connection. Existing soils in the project area will be tested to determine its suitability as a backfill around the pipeline, and backfill will be augmented by select imported material for the pipe bedding and pipe zone, as appropriate for the type of pipe installed. Backflow valves will be installed to provide well protection.

#### **Performance Testing and Demobilization**

This will include start-up and operation testing of the well and demobilization from the site by the contractor.

The total estimated budget for this task is \$665,000 (Required Cost Share: \$20,130; Grant Share: \$494,097; Additional Cost Share: \$150,773).

### **Environmental Compliance/Mitigation/Enhancement**

Little environmental mitigation or enhancement actions beyond normal construction BMPs are expected to be required for the project. A SWPPP will also be prepared and implemented as part of project construction; thus only standard stormwater BMPs will be implemented through the construction period. An approved Project Monitoring Plan will be included as part of this task.

The total estimated budget for this task is \$4,800 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$4,800).

### **Construction Administration**

Construction Administration includes Construction Management services. Management includes: review of contractor's schedule; management and coordination; maintenance of detailed project records; review and distribution of submittals; and construction inspection.

The total estimated budget for this task is \$33,250 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$33,250).

### **Other**

This task includes preparing the Project Monitoring Plan and securing of permits noted above.

The total estimated budget for this task is \$9,285 (\$525 PMP; \$1,000 County permits; \$7,760 other permits (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$9,285)).

### **Construction/Implementation Contingency**

A construction/implementation contingency of 20% has been included and is based on prior experience and the early stage of the project.

The total estimated budget for this task is \$66,500 (Required Cost Share: \$0; Grant Share: \$0; Additional Cost Share: \$66,500).

## EXHIBIT B SCHEDULE

		2011					2012					2013					2014					2015																											
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
<b>1. Direct Project Administration</b>																																																	
	Project Administration	■																																															
	Labor Compliance	■																																															
	Quarter Reports						■						■					■						■						■						■													
	Project Completion Report												■					■						■						■												■							
<b>2. Land Purchase/Easement</b>																																																	
<b>3. Planning/Design/Engineering/Environmental</b>																																																	
	Final Design	■																																															
	Environmental Documentation	■																																															
	Permitting	■																																															
<b>4. Construction/Implementation</b>																																																	
	Bidding and Award						■																																										
	Construction						■																																										
<b>5. Environmental Compliance/Mitigation/Enhancement</b>																																																	
<b>6. Construction Administration</b>							■																																										
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		<b>Key</b> Current Schedule ■																																															

Note: See Section 17. Submission of Reports – Quarterly Progress Reports: detailed individual project schedules will be provided with quarterly progress reports.

**EXHIBIT C**  
**BUDGET**



RWA Proposition 84 Implementation Program Budget Summary								
Project #	Project Name	Implementing Agency	DWR Grant Amount	Total Project Cost	"Required" Cost Share	Reviewed Costs (Grant Share + Required Cost Share)	"Additional" Non-Reviewed Cost Share	Other State Funding
1	City of Roseville ASR Program - Phase 2	City of Roseville	\$ 1,976,397	\$ 4,437,513	\$ 750,000	\$ 2,726,397	\$ 1,711,116	
2	Secret Ravine Fish Passage Improvement Project	City of Roseville and Dry Creek Conservancy	\$ 311,051	\$ 366,551	\$ -	\$ 311,051	\$ 55,500	\$ 55,500
3	E. A. Fairbairn Groundwater Well	City of Sacramento	\$ 988,198	\$ 1,578,454	\$ 100,000	\$ 1,088,198	\$ 490,256	
4	Shasta Park Reservoir and Well Project	City of Sacramento	\$ 988,199	\$ 13,609,693	\$ 5,400,000	\$ 6,388,199	\$ 7,221,494	
5	Antelope Creek Integrated Flood Control Improvement Project	Placer County Flood Control and Water Conservation District	\$ 741,149	\$ 1,519,699	\$ 100,000	\$ 841,149	\$ 678,550	
6	Regional Water Meter Retrofit Acceleration Project (Water Conservation Project)	Regional Water Authority	\$ 913,095	\$ 959,545	\$ -	\$ 913,095	\$ 46,450	
7	Regional Indoor and Outdoor Water Efficiency Project (Water Conservation Project)	Regional Water Authority	\$ 988,198	\$ 1,004,439	\$ -	\$ 988,198	\$ 16,241	
8	Recycled Water for the SMUD Co-Generation Facility	Sacramento Regional County Sanitation District (SRCSD)	\$ 1,547,519	\$ 9,165,994	\$ 2,700,000	\$ 4,247,519	\$ 4,918,475	
9	North Antelope Booster Pump Station	Sacramento Suburban Water District	\$ 261,873	\$ 918,412	\$ 200,000	\$ 461,873	\$ 456,539	
10	Coyle Avenue and Roseview Park Pump Stations and Water Treatment Systems Project	Sacramento Suburban Water District	\$ 1,482,298	\$ 5,706,162	\$ 1,800,000	\$ 3,282,298	\$ 2,423,864	
11	Willow Hill Pipeline Rehabilitation Project	City of Folsom	\$ 1,926,987	\$ 7,606,671	\$ 2,600,000	\$ 4,526,987	\$ 3,079,684	
12	Aquatic and Riparian Habitat Enhancement in the Lower American River at River Mile 0.5R	Sacramento Area Flood Control Agency	\$ 1,408,183	\$ 2,697,974	\$ 200,000	\$ 1,608,183	\$ 1,089,791	
13	Lower Cosumnes River Floodplain Restoration Project	Ducks Unlimited	\$ 415,041	\$ 2,557,195	\$ 100,000	\$ 515,041	\$ 2,042,154	
14	Lower Cosumnes River Integrated Groundwater Recharge Project	Omochumne-Hartnell Water District	\$ 986,668	\$ 1,489,675	\$ 50,000	\$ 1,036,668	\$ 453,007	
15	Sleepy Hollow Detention Basin Retrofit	City of Elk Grove	\$ 222,345	\$ 973,384		\$ 222,345	\$ 751,039	
16	Antelope Creek Integrated Water Efficiency Project	Placer County Water Agency	\$ 379,468	\$ 536,416	\$ 20,130	\$ 399,598	\$ 136,818	
17	Lower Cosumnes River Integrated Groundwater Recovery Project	Rancho Murieta Community Services District	\$ 494,097	\$ 1,033,265	\$ 20,130	\$ 514,227	\$ 519,038	
		<b>Grand Total</b>	<b>\$ 16,030,766</b>	<b>\$ 56,161,041</b>	<b>\$ 14,040,260</b>	<b>\$ 30,071,026</b>	<b>\$ 26,090,015</b>	

**EXHIBIT D  
STANDARD CONDITIONS**

**D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:**

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

**D.2 ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the Project, Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

**D.3 AMENDMENT:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties. For guidance on the Amendment Requirements see Exhibit H.

**D.4 AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5 AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

**D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS.** Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds including any

mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.

- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided 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. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

**D.14 DRUG-FREE WORKPLACE CERTIFICATION**

**Certification of Compliance:** By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
  1. The dangers of drug abuse in the workplace,
  2. Grantee's policy of maintaining a drug-free workplace,
  3. Any available counseling, rehabilitation, and employee assistance programs, and
  4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  1. Will receive a copy of Grantee's drug-free policy statement, and
  2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

**D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

**D.16 GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**D.17 GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

**D.18 INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon, accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

**D.19 INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

**D.20 INSPECTIONS:** State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall

extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State. Grantee acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 *et seq.*). State shall have the right to inspect these documents at any and all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

- D.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.
- D.22 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- D.23 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.
- D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 *et seq.*, the Funding Recipient must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.

- D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any

manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

- D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports" as follows. At such time as the "Project Completion Report" required under Paragraph 17 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.28 RIGHTS IN DATA:** To the extent permitted by law, the Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee or Local Project Sponsors of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee and Local Project Sponsors agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
  - b) Performing any of the terms contained in this Grant Agreement or any related document;
  - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the

Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or

- d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

**D.31 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

**D.32 TIMELINESS:** Time is of the essence in this Grant Agreement.

**D.33 TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.

**D.34 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**REPORT FORMAT AND REQUIREMENTS**

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

**QUARTERLY PROGRESS REPORT**

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

**CONTINUING ELIGIBILITY**

- A brief summary of the status of adoption of an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC commencing with Section 10530.
- In areas that receive water supplied from the Sacramento-San Joaquin Delta, the IRWM Plan must reduce dependence on the Sacramento-San Joaquin Delta for water supply (SB 855 (Stats. 2010) Section 31(c)(1)(B)).
- Discuss the reasonable and feasible efforts to engage DAC into your IRWM efforts in regards to planning and projects that support their critical water supply or water quality needs.

**PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)**

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.
- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility, if applicable."

**COST INFORMATION**

- Provide a List showing all costs incurred during the quarter by the grantee, the Local Project Sponsor overseeing the work, and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Appendix C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.



## **SCHEDULE INFORMATION**

- A schedule showing actual progress versus planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

## **ANTICIPATED ACTIVITIES NEXT QUARTER**

- Provide a description of anticipated activities for the next quarterly reporting period.

## **PROJECT COMPLETION REPORT**

A Project Completion Report is required for each project identified in the Work Plan, Exhibit A. This report will include the following Sections:

### **EXECUTIVE SUMMARY**

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment.
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan.

### **REPORTS AND/OR PRODUCTS**

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

### **COST & DISPOSITION OF FUNDS INFORMATION**

- A list of invoices showing:
  - The date each invoice was submitted to State.
  - The amount of the invoice.
  - The date the check was received.

- The amount of the check (If a check has not been received for the final invoice, then state this in this section).
- A spreadsheet summary of the original budget costs by task versus the final project costs
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc).
  - Construction cost information, shown by material, equipment, labor costs, and change orders.
  - Any other incurred cost detail.
  - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
  - Accounting of the cost of project expenditure.
  - Include all internal and external costs not previously disclosed.
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

#### **ADDITIONAL INFORMATION**

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

#### **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

##### **EXECUTIVE SUMMARY**

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

##### **REPORTS AND/OR PRODUCTS**

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.

- A discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

## **COST & DISPOSITION OF FUNDS INFORMATION**

- A summary of final funds disbursement for each project.

## **ADDITIONAL INFORMATION**

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Civil Engineer that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

## **POST-PERFORMANCE REPORT**

Post Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:

### **REPORTS AND/OR PRODUCTS**

- Time period of the annual report, i.e., Oct 2014 through September 2015.
- Short project description.
- Brief discussion of the project benefits to water quality, water supply, and the environment.
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

## **ELECTRONIC REPORT FORMATTING**

Grantee agrees that work funded under this Grant Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.

**EXHIBIT F  
LOCAL PROJECT SPONSORS**

**LOCAL PROJECT SPONSORS**

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Project 1 - City of Roseville ASR Program – Phase 2	City of Roseville	2005 Hilltop Circle Roseville, CA 95747
Project 2 - Secret Ravine Fish Passage Improvement Project	City of Roseville and Dry Creek Conservancy	2005 Hilltop Circle Roseville, CA 95747
Project 3 - E. A. Fairbairn Groundwater Well	City of Sacramento	1395 35th Avenue Sacramento, CA 95822
Project 4 - Shasta Park Reservoir and Well Project	City of Sacramento	1395 35th Avenue Sacramento, CA 95822
Project 5 - Antelope Creek Integrated Flood Control Improvement Project	Placer County Flood Control and Water Conservation District	3091 County Center Drive, Suite 220 Auburn, CA 95603
Project 6 - Regional Water Meter Retrofit Acceleration Project	Regional Water Authority	5620 Birdcage Street, Suite 180 Citrus Heights, CA 95610
Project 7 - Regional Indoor and Outdoor Water Efficiency Project	Regional Water Authority	5620 Birdcage Street, Suite 180 Citrus Heights, CA 95610
Project 8 - Recycled Water for the SMUD Co-Generation Facility	Sacramento Regional County Sanitation District (SRCSD)	10060 Goethe Road Sacramento, CA 95827
Project 9 - North Antelope Booster Pump Station	Sacramento Suburban Water District	3701 Marconi Ave #100 Sacramento, CA 95821-5346
Project 10 - Coyle Avenue and Roseview Park Pump Stations and	Sacramento Suburban Water District	3701 Marconi Ave #100 Sacramento, CA 95821-5346

Water Treatment Systems Project		
Project 11 - Willow Hill Pipeline Rehabilitation Project	City of Folsom	50 Natoma Street Folsom, CA 95630
Project 12 - Aquatic and Riparian Habitat Enhancement in the Lower American River at River Mile 0.5R	Sacramento Area Flood Control Agency	1007 7th Street, 7th Floor Sacramento, CA 95814
Project 13 - Lower Cosumnes River Floodplain Restoration Project	Ducks Unlimited	3074 Gold Canal Drive Rancho Cordova, CA 95670
Project 14 - Lower Cosumnes River Integrated Groundwater Recharge Project	Omochumne-Hartnell Water District	P.O. Box 211 Wilton, CA 95693
Project 15 - Sleepy Hollow Detention Basin Retrofit	City of Elk Grove	8401 Laguna Palms Way Elk Grove, CA 95758
Project 16 - Antelope Creek Integrated Water Efficiency Project	Placer County Water Agency	144 Ferguson Rd Auburn, CA 95603
Project 17 - Lower Cosumnes River Integrated Groundwater Recovery Project	Rancho Murieta Community Services District	15160 Jackson Road Rancho Murieta, CA 95683

**EXHIBIT G**  
**REQUIREMENTS FOR DATA SUBMITTAL**

**SURFACE AND GROUNDWATER QUALITY DATA:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit E.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/water\\_issues/programs/gama/](http://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [http://www.swrcb.ca.gov/water\\_issues/programs/gama/contact.shtml](http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml)

**GROUNDWATER LEVEL DATA**

For each project that collects groundwater level data, Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at: <http://wdl.water.ca.gov/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>

**Exhibit H**  
**State Audit Document Requirements and Guidelines for Grantees**  
**Under DWR Financial Assistance Programs**

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both Grant funding and Grantee's Funding Match and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

**List of Documents for Audit**

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded projects).
2. Written internal procedures and flowcharts for the following:
  - a. Receipts, deposits and disbursements
  - b. State reimbursement requests
  - c. Grant expenditure tracking
  - d. Guidelines, policy, and procedures on grant funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on grant funded Program/Project.

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this grant agreement.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant reimbursement.

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on this grant funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to this Grant Agreement.



Project Files:

1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

**General Grant Agreement Guidelines**

Amendment Requirements:

Amendments to the Work Plan, Budget, and/or Schedule of this Grant Agreement are triggered when the proposed changes are deemed by the State to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the culmination of the proposed Grant amount budget change(s) for a Task is greater than 10% of the original Grant amount budget for that particular Task or the Task to be exchanged.

Funding Match Contribution

Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Agreement. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (*examples*: volunteer services, equipment use, and facilities). The cost of which in-kind service is valued can counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions apply (see paragraph 9). Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
  - o Describe contributed item(s) or service(s)
  - o Purpose for which contribution was made (tie to scope of work)
  - o Name of contributing organization and date of contribution
  - o Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
  - o Person's name and function of the contributing person
  - o Hours of contribution
  - o If multiple sources exist, summarize these on a table with summed charges
  - o Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.
2. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with DWR Project Manager in advance of submittal.
3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the Project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.
4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.



EXHIBIT I  
GRANTEE RESOLUTION

**RESOLUTION NO. 2011-01**  
**A RESOLUTION OF THE REGIONAL WATER AUTHORITY BOARD OF DIRECTORS AUTHORIZING SUBMITTAL OF AN INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT APPLICATION AND ENTERING INTO A GRANT AGREEMENT**

**WHEREAS**, the Regional Water Authority (“Authority”) was formed to serve and represent regional water supply interests and to assist in protecting and enhancing the reliability, availability, affordability and quality of water resources; and

**WHEREAS**, the Authority has committed to preparing and implementing an Integrated Regional Water Management Plan (“IRWMP”) to ensure maintaining water supplies for all uses in a sustainable environment; and

**WHEREAS**, the Authority adopted the American River Basin IRWMP in May 2006 and is completing a comprehensive update to ensure compliance with revised IRWMP guidelines released by the California Department of Water Resources in July 2010;

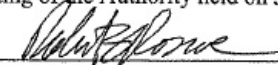
**WHEREAS**, the Authority is a public agency that serves as the Regional Water Management Group representing numerous stakeholders and interests throughout the region; and

**WHEREAS** the Authority has conducted extensive stakeholder outreach to identify priority IRWMP projects that provide multiple, integrated benefits throughout the region;

**NOW, THEREFORE**, be it resolved by the Board of Directors of the Authority as follows:

1. The Executive Director of RWA is hereby authorized and directed to prepare the necessary data, make investigations, execute and file an application with the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resources Code Section 75001 *et seq.*).
2. The Executive Director of RWA is hereby authorized to enter into an agreement with the California Department of Water Resources to accept the grant.

**PASSED AND ADOPTED** at a meeting of the Authority held on January 13, 2011.

By:   
Chair, Regional Water Authority

Attest:   
Clerk, Regional Water Authority

## Exhibit 3

### COST ESTIMATE - PROP 84 Implementation Grant Management

Project Management Tasks	Staff	Hrs	Rate	Total
Finalize Grant Agreement with DWR (includes update of scope, schedule, budget and finalizing assessment plan)	Legal Counsel	6	250	\$1,500
	Principal Project Manager	80	140	\$11,200
	Project Research Asst.	80	60	\$4,800
Develop and Execute Project Agreement with Grant Recipients	Legal Counsel	12	250	\$3,000
	Principal Project Manager	24	140	\$3,360
	Project Research Asst.	12	60	\$720
Grant Agreement Support to Grant Recipients	Principal Project Manager	96	140	\$13,440
	Project Research Asst.	96	60	\$5,760
Conduct and Document Project Committee Meetings (up to 10 meetings)	Principal Project Manager	40	140	\$5,600
	Project Research Asst.	40	60	\$2,400
Submit Requirements for Disbursement for Projects	Principal Project Manager	45	140	\$6,300
	Project Research Asst.	90	60	\$5,400
Prepare Invoices for Grant Reimbursement to DWR (up to 32 total or 8 per year)	Principal Project Manager	192	140	\$26,880
	Project Research Asst.	512	60	\$30,720
Prepare Quarter Reports to DWR (up to 18)	Principal Project Manager	36	140	\$5,040
	Project Research Asst.	216	60	\$12,960
Prepare Project Completion Reports	Principal Project Manager	30	140	\$4,200
	Project Research Asst.	60	60	\$3,600
Prepare Post-Project Annual Reports (for 10 years)	Principal Project Manager	10	140	\$1,400
	Project Research Asst.	20	60	\$1,200
Coordination Meetings with DWR (up to 8 meetings)	Principal Project Manager	32	140	\$4,480
	Project Research Asst.	32	60	\$1,920
Direct Expenses				\$1,000
Audit of Program Required for RWA				\$2,500
<b>Total RWA Project Management</b>				\$159,380
<b>Contingency - 15% of Project Management Total Costs</b>				\$23,907
				<u>\$183,287</u>

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**REGIONAL WATER AUTHORITY**

**LABOR COMPLIANCE PROGRAM IMPLEMENTATION AGREEMENT**

This Agreement is made and entered into as of the \_\_ day of \_\_\_\_\_, 2012, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and [insert agency name here], to provide for [agency name]'s use of the RWA Labor Compliance Program.

**RECITALS**

A. On August 16, 2011, the California Department of Water Resources (DWR) awarded a Proposition 84 (Prop 84) implementation grant to fund priority projects within the American River Basin Integrated Regional Water Management Plan (ARB IRWMP) region.

B. The DWR funding agreement requires that entities receiving Prop 84 funds maintain compliance with the requirements of a labor compliance program (LCP) under provisions of Labor Code section 1771.5 and approved by the California Department of Industrial Relations (DIR).

C. On July 20, 2012 DIR approved an RWA LCP for purposes of compliance with Labor Code section 1771.5 for projects funded under Prop 84.

D. The RWA LCP was developed by RWA to provide recipients of Prop 84 implementation grant funds awarded under the ARB IRWMP with a compliance option if they do not have an existing DIR-approved LCP or do not want to expend the resources to apply to DIR for and to administer their own LCP.

E. [Agency name] desires to use the RWA LCP and RWA is willing to permit [agency name] to use the RWA LCP on the terms and conditions provided in this Agreement.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

**1. Recitals Incorporated.** The foregoing recitals are hereby incorporated by reference.

**2. Description of this Agreement.** The RWA LCP will be staffed by RWA’s consultant, Diversified Contracts Management Group (DCM) and overseen by RWA’s Project Manager. DCM has contracted with RWA to provide services for labor compliance to Participants in the Prop 84 implementation grant program and will provide services upon request by [agency name]. When [agency name] is ready to proceed with construction activities, it will contact DCM directly to arrange for LCP services. DCM will prepare for [agency name] a not-to-exceed budget estimate based on the specific characteristics of the project construction activities. DCM’s billing rates are described in Exhibit 1 to this Agreement, which is incorporated in full herein. DCM will provide all services required to ensure [agency name]'s compliance with all applicable LCP requirements.

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**3. Role of [agency name].** [agency name] will: (a) notify RWA before commencing construction activities on its Prop 84-funded project; (b) work directly with DCM to meet its labor compliance requirements; (c) notify RWA of any issues or concerns that arise with DCM; (d) submit timely information to DCM to ensure compliance with LCP requirements; and (e) pay invoices for use of DCM’s services directly to DCM within 30 days of receipt from RWA.

**4. Role of RWA.** RWA will: (a) ensure the RWA LCP remains in effect for the term of this Agreement; (b) manage DCM and investigate any concerns or issues raised by [agency name] regarding DCM; and (c) forward invoices to [agency name] for payment of expenses incurred by DCM.

**5. Term.** This Agreement will remain in effect through August 31, 2016 or until [agency name]’s construction activities for projects funded under Prop 84 have been completed, whichever is earlier.

**6. Termination.** [agency name] may terminate this Agreement at any time, effective upon thirty days’ written notice to RWA. Any expenses incurred by DCM on behalf of [agency name] before receipt of the termination notice will be the responsibility of [agency name] and will be due within 30 days of invoicing. If [agency name] chooses to terminate this Agreement before it has completed all construction activities funded by its share of the Prop 84 grant, [agency name] will continue complying with all applicable LCP compliance obligations either by operating its own LCP program or by using another existing LCP program, as approved by DIR and RWA.

**7. Amendments.** This Agreement may be amended from time to time with the written approval of [agency name] and RWA.

**8. General Provisions.** Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California.

The foregoing Agreement, is hereby consented to and authorized by RWA and [agency name] and effective on the date first written above by the authorized representatives of the parties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Regional Water Authority

\_\_\_\_\_  
Organization

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**EXHIBIT 1**

**DCM Group Funding Terms for Labor Compliance Services under the RWA LCP**

DCM Hourly Fees for 2012/2013:

Project Manager  
\$105.93

James Transportation Group - Subconsultant  
\$105.93

Labor Compliance Monitoring Pro - Subconsultant  
\$105.93

Senior Labor Compliance Officer  
\$ 68.85

Labor Compliance  
\$ 41.93

Field Site Monitor  
\$ 70.62

Notes:

1. Rates are subject to increase 2-4% annually per cost of living increases.
2. Legal Representation will be available upon request at a rate of \$250 per hour. Legal Fees will be billed hourly and separately.
3. Subconsultants Fees will be billed hourly and separately for additional assistance with investigations or hearings.
4. Work is considered within the RWA service area and travel expenses are not authorized unless travel is required outside the service area.

## CONFERENCE/EDUCATION SCHEDULE

Date: September 12, 2012  
To: Board of Directors  
From: Suzanne Lindenfeld, District Secretary  
Subject: Review Upcoming Conference/Education Opportunities

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This report is prepared in order to notify Directors of upcoming educational opportunities. Directors interested in attending specific events or conferences should contact me to confirm attendance for reservation purposes. The Board will discuss any requests from Board members desiring to attend upcoming conferences and approve those requests as deemed appropriate.

Board members must provide brief reports on meetings that they have attended at the District's expense. (AB 1234).

The upcoming conferences/educational opportunities include the following:

### **CALIFORNIA SPECIAL DISTRICT ASSOCIATION (CSDA)**

CSDA Annual Conference	September 24-27, 2012	San Diego
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### **GOLDEN STATE RISK MANAGEMENT ASSOCIATION (GSRMA)**

GSRMA Annual Training Day	October 25, 2012	Rolling Hills Resort Corning, CA
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### **SPECIAL DISTRICT AND LOCAL GOVERNMENT INSTITUTE (SDI)**

No Information Currently Available on Upcoming Conferences.

### **ASSOCIATION OF CALIFORNIA WATER AGENCIES (ACWA)**

ACWA 2012 Fall Conference & Exhibition	December 4-7, 2012	San Diego
ACWA Region 3 and Mountain Counties Water Resources Association	December 14, 2012	El Dorado Irrigation District



**WATEREUSE ASSOCIATION**

No Information Currently Available on Upcoming Conferences.

**AMERICAN WATER WORKS ASSOCIATION (AWWA)**

No Information Currently Available on Upcoming Conferences.

**ISC WEST**

No Information Currently Available on Upcoming Conferences.