

**Response to Comments on the
Initial Study/Proposed Mitigated Negative
Declaration**

**El Dorado Irrigation District
Folsom Lake Intake Improvements Project**



El Dorado Irrigation District

May 2019

Response to Comments on the
Initial Study/Proposed Mitigated Negative Declaration

**El Dorado Irrigation District
Folsom Lake Intake Improvements
Project**

El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA, 95667

Contact:

Brian Deason
Environmental Resources Supervisor
(530) 642-4064

May 2019

Response to Comments

1.1 Introduction

On April 8, 2019 during a public hearing to consider adopting the Mitigated Negative Declaration (MND) for the Folsom Lake Intake Improvements Project (Project), the El Dorado Irrigation District (EID or District) Board of Directors voted to continue the public hearing to the regular EID Board of Directors meeting on May 13, 2019, re-open the comment period for an additional 10 days, and directed staff to hold a community meeting for the Project. On April 12, 2019, EID mailed notices announcing that 1) the public hearing to consider adopting the MND was continued to the May 13, 2019 EID Board meeting, 2) the additional 10-day public review and comment period for the MND was from April 16 – April 25, 2019, and 3) the community meeting would be convened on Wednesday, April 24, 2019 at 6:00 P.M. at the El Dorado Hills Fire Station located at 1050 Wilson Boulevard, El Dorado Hills.

This document addresses written comments received at the April 8th public hearing, during the additional April 16 – April 25 comment period, and at the April 24th community meeting, and includes EID's responses to significant environmental information raised by those comments (CEQA Guidelines, 14 CCR § 15132). EID prepared master responses to address the reoccurring topics raised by multiple commenters and in multiple comment letters. Additionally, EID prepared written comments to each of the individual comments received. EID also elected to address non-CEQA related comments and questions in this document to ensure all comments are adequately addressed for the EID Board of Directors to consider. All comments and individual responses are included in Attachment A.

1.2 Master Responses

This section contains Master Responses developed to respond to reoccurring topics of comments received at the public hearing, during the additional comment period, and at the community meeting.

Master Response-1: Pubic Noticing

Several comments were received regarding public noticing of the Project and the MND. The California Environmental Quality Act (CEQA) requires agencies like EID to provide public notices when the agency is considering adopting a mitigated negative declaration. These requirements are provided in §15072 of the CEQA Guidelines, which states:

"The lead agency shall mail a notice of intent to adopt a negative declaration or mitigated negative declaration to the last known name and address of all organizations and individuals who have previously requested such notice in writing and shall also give notice of intent to adopt a

negative declaration or mitigated negative declaration by at least one of the following procedures to allow the public the review period provided under Section 15105:

1. Publication at least one time by the lead agency in a newspaper of general circulation in the area affected by the proposed project. If more than one area is affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.
2. Posting of notice by the lead agency on and off site in the area where the project is to be located.
3. Direct mailing to the owners and occupants of property contiguous to the project. Owners of such property shall be identified as shown on the latest equalized assessment roll."

As stated above, CEQA requires an agency to do at least one of the numbered notification procedures identified above. In an effort to provide broad notice, EID in fact used all three procedures specified above to provide notice of the Project on February 6, 2019. Additionally, EID posted notices and the MND at the following locations: on EID's website, at local libraries, and at the El Dorado County Clerk's office.

Also, rather than only direct mail to properties contiguous to the Project, EID provided direct mailing to a larger surrounding area. For the direct mailing to residents, notices were sent to landowners within 1,300 feet of the Project site. Please note that EID's internal procedures for implementing CEQA requires notification of landowners within 300 feet of a project site. EID chose to expand its notification efforts for this Project to ensure that landowners with properties along Planeta Way were notified of the Project. Despite these efforts to provide public notice beyond the public noticing requirements identified in the CEQA Guidelines, several landowners indicated that they did not receive notice of the Project.

In consideration of public comments about not receiving notice of the Project, on April 8, 2019 during a public hearing to consider adopting the MND for the Project, the EID Board of Directors voted to continue the public hearing to the regular EID Board of Directors meeting on May 13, 2019, re-open the comment period for an additional 10 days, and directed staff to hold a community meeting for the project. EID provided public notice of the continued public hearing, additional public review period, and the community meeting by the same methods for the initial distribution of the Project notices. Additionally, EID placed door hangers with the notice at residences on the distribution list.

The MND was properly noticed and EID exceeded the noticing requirements called for in the CEQA Guidelines. If the project is approved, EID plans to continue community outreach efforts throughout Project implementation.

Master Response-2: Traffic

Several comments were received regarding potential impacts related to Project construction traffic. Comments identified concerns about construction traffic access to the Project site along Planeta Way, emergency ingress and egress, road damage, worker parking, and equipment servicing and staging. The MND describes and analyzes the potential impacts associated with construction-related traffic and found that the impact would be less-than-significant. Page 3-49 of the MND provides a description of the estimated number of truck trips associated with the Project as compared to the threshold of significance for this CEQA analysis:

"Based on the construction details provided in the Project Description, approximately 5,400 cubic yards (cy) of soil material would be transported offsite as part of project construction (approximately 540 truck trips). An additional 10 to 20 trips would be required to haul off demolition debris. The construction period would extend for 10 months, with 5 months for in-water construction. With additional incidental truck trips, including for paving materials, up to 1,000 truck trips could occur, for an average of approximately five truck trips per day. Up to 20 construction workers would be present at any given time. Construction-related activity would therefore include substantially less (5 heavy truck trips per day) than the threshold of 50 heavy truck trips (or 100 passenger car equivalent trips) during the peak a.m. or p.m. hour. This impact would be less than significant."

Some construction equipment will access the Project site from Planeta Way. However, Planeta Way will not be the only access to the construction site - a portion of the work involves in-water construction that will likely involve staging of equipment and materials at a marina or boat launch at Folsom Lake. Therefore, a portion of the truck trips described in the MND would occur at those areas and not on Planeta Way. Given the low number of estimated average truck trips per day and the fact that a portion of the trips would occur at a different location (i.e., marina or boat launch at Folsom Lake), the impact from construction-related traffic would be less than significant.

The MND also addresses the potential for a Project to impede emergency evacuation. Page 3-32 describes that "The facility is located on a dead-end road, and the small volumes of construction traffic associated with the proposed project would not impede emergency evacuation." Also, as described on page 2-7 of the MND, any staging of equipment on Planeta Way would require the contractor to obtain an encroachment permit from El Dorado County. EID anticipates that any encroachment permit would include measures to minimize potential impacts to local traffic patterns and ensure safe ingress and egress at all times. The contract documents for the Project will also include specifications related to local traffic – two relevant requirements include 1) Contractor shall not park vehicles or store materials on public road where it may interfere with the normal traffic and 2) Parking of Contractor employee personal vehicles on Planeta Way shall not be allowed. With these requirements, the Contractor will have to make arrangements to transport workers to the site without impeding normal traffic patterns or parking work vehicles on Planeta Way.

Comments were received regarding existing road condition and potential road damage along Planeta Way resulting from Project construction traffic. The contract documents for the Project will include requirements for the road condition to be documented prior to Project implementation and any necessary road repairs be made following completion of the Project. EID is also coordinating with the El Dorado County Department of Transportation (DOT) to ensure any planned repaving activities along Planeta Way are considered with the Project schedule.

The MND adequately considers the potential impacts associated with traffic and the comments received do not identify any new, avoidable significant effects associated with this environmental factor.

Master Response-3: Noise

Several comments were received regarding potential impacts associated with Project noise. Comments identified concerns about construction-related noise, including blasting, and noise associated with operations of the new facilities. The MND describes and analyzes the potential impacts associated with construction-related noise and found that the impact would be less-than-significant. Page 3-43 of the MND describes the construction-related noise levels associated with construction equipment anticipated to be used during Project activities. Page 3-43 of the MND also describes the parameters for the El Dorado County Code exemption for construction-related noise:

"The County's General Plan sets a noise standard of 50 dB L_{eq} between 7 a.m. and 7 p.m. Chapter 130.37.020 (Exemptions) of the El Dorado County Code exempts construction noise from its noise standards, provided that construction noise occurs during daylight hours, provided that all construction equipment is fitted with factory-installed muffling devices and maintained in good working order. Since all project-related construction activities would only occur within the hours specified in the County's code, the proposed project would not result in a violation of the County's construction noise standards, and this impact would be less than significant."

The MND also addresses the potential impacts associated with groundborne vibration or noise generating activities, including blasting (MND pages 3-43 – 3-44).). As described on page 2-8 of the MND, a total of up to 20 blasts over approximately a one-month period may be required. The MND does acknowledge that blasting activities may be detectable at nearby residences for brief periods; however, it also concludes that predicted vibration levels would not be anticipated to exceed thresholds of significance and therefore the impact would be less than significant.

Additionally, the contract documents for the Project will also include specifications for blasting activities. These requirements will include, but are not limited to:

- Blasting shall be performed in accordance with all laws, regulations, and ordinances in effect at the time of blasting and required by the authority having jurisdiction
- Contractor shall engage the services of a qualified blasting engineer to develop blasting procedures and assist in monitoring blasting operations
- Contractor shall notify all affected adjacent property occupants at least 24 hours prior to any blasting
- Contractor shall be responsible for all damage caused by blasting operations and shall be responsible for responding to and resolving all complaints
- Suitable methods shall be employed to confine all materials lifted by blasting within the limits of the excavation or trench

- Blasting or other use of explosives for excavation adjacent to existing utilities, structures, and other facilities shall be in conformity with the requirements of the local ordinance and the authority having jurisdiction there over and shall not cause damage to any adjacent structures
- Contractor shall perform a pre-blast survey of all utilities, structures, and other facilities adjacent to the blast sites to determine the conditions of each utility, house, building, bridge, overpass, and other structures and facilities susceptible to damage from blasting operations. The pre-blast survey shall include all structures and utilities within a minimum of 500 feet radius of the area to be blasted

Page 3-43 of the MND also describes anticipated noise associated with operations and maintenance of the facilities following completion of the Project:

"Following construction activities, facility operations and maintenance would be similar to activities that occur now without the proposed project. No new significant noise sources are anticipated. New outdoor operating equipment would include a bridge crane and a compressed air system for operating intake valves in the lake. The compressed air system would be used seasonally, approximately 2-3 times each year to adjust the intake valve positions in the lake. The duration of valve opening is expected to be a few minutes each time the valve is opened or closed. The crane would be used during scheduled maintenance to inspect a pump or pull a pump for servicing and is expected to be a 1-day operation performed up to twice a year. This impact would be less than significant."

The finding of less than significant impact for noise associated with post-Project facility operations is further supported by the fact that several noise-generating elements of the current facility will be removed as part of the Project. Specifically, booster pumps are required in the existing system to convey water that is pumped out of the lake to the water treatment plant. These booster pumps are a source of noise due to their location within a vault at the project site. The new system will not require booster pumps – the new pumps will be located within the lake, which do not contribute to noise at the site, and will pump water from the lake directly to the water treatment plant. Therefore, based on the fact that current noise-generating equipment will be removed as part of the Project, it is reasonable to conclude that the operation of the new system will produce less noise than the existing system.

The MND adequately considers the potential impacts associated with noise and the comments received do not identify any new, avoidable significant effects associated with this environmental factor.

Master Response-4: Air Quality

Comments were received regarding the Project's potential impacts associated with air quality. Comments identified concerns about construction-related emissions, exposure of sensitive groups to pollutants, and dust emissions. Pages 3-8 to 3-11 of the MND discusses the air quality analysis performed for the Project.

The finding of the air quality analysis in the MND indicates potential impacts associated with construction-related emissions are less than significant because total emissions for the project are below established thresholds of significance:

"The proposed project would temporarily generate reactive organic gases (ROG) and NO_x, which are associated primarily with mobile equipment exhaust. Table 3.3-2, shows the proposed project's estimated daily emissions. The calculated daily emissions are below the thresholds of significance."

"As shown in Table 3.3-2, the total emissions for the proposed project are below the significant thresholds. All project emissions would occur in El Dorado County, with the possible exception of emissions associated with marina activities in Placer County in the event that the Folsom Point or Granite Bay marina is used. Impacts from implementing the project would be less than significant."

The MND also considered the potential exposure of sensitive receptors to substantial pollutant concentrations and found that this potential impact would be less than significant given the distance from the construction site to the nearest sensitive receptor:

"Some members of the population are especially sensitive to emissions of air pollutants and should be given special consideration during the evaluation of the project's air quality impacts. These people include children, older adults, any person with pre-existing respiratory or cardiovascular illness, and athletes and others who engage in frequent exercise. Sensitive receptors include residences, schools, playgrounds, child care centers, athletic facilities, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes. The nearest sensitive receptor, a residence, is located approximately 200 feet from the project site. Because of the distance, the potential impact of exposing sensitive receptors to substantial pollutant concentrations would be less than significant."

The MND also considered the potential impacts associated with dust emissions from construction and construction-related activities. El Dorado County ordinances require implementation of Fugitive Dust Best Management Practices and Placer County ordinances specify a threshold of significance as 82 lbs per day of Particulate Matter (Table 3.3-1; page 3-9 of the MND). The modeled amounts of Particulate Matter are substantially lower than the Placer County thresholds of significance, as shown in Table 3.3-2; page 3-10 of the MND). In addition, the contract documents for the Project will require the contractor to comply with the El Dorado County's Fugitive Dust Prevention and Control ordinance, which prescribes measures to limit dust emissions from construction and construction-related activities.

The MND adequately considers the potential impacts associated with air quality and the comments received do not identify any new, avoidable significant effects associated with this environmental factor.

Master Response-5: Aesthetics

Comments were received regarding the Project's potential impacts associated with aesthetics. Commenters requested additional information about the bridge crane, which will be a new structure on the site and will be used to service the pumps. Page 3-5 of the MND describes the visual character of the Project site and the addition of the bridge crane to the site:

"The project site is along the edge of Folsom Lake, designated as an SRA. Although the project site is not within an area specifically designated as a scenic vista, views of the lake and its shores contribute to the recreational value of the Folsom Lake SRA. The visual character of the project site is currently defined by a cleared and paved area, building, electrical equipment, and aboveground tank. The primary change to the existing visual characteristics of EID's intake facilities would be the addition of a bridge crane structure. This structure would be approximately 65 feet long, 25 feet wide, and 25 feet high. However, due to the topography of the site, the crane would not create a substantial change in the visual character of the site; the crane would appear in the foreground of the existing building and would obscure views of a cleared area of the slope."

The finding of less than significant impact for aesthetics is further supported by the fact that the crane will be located near the base of the steep slope of the Project site and will not extend above existing structures located upslope. Figure 2-3 in the Initial Study depicts the approximate location of the crane on the Project site. It is important to note the bridge crane structure is not a telescopic crane. The bridge crane is a stationary structure with a hoist – the bridge crane does not have a boom that extends above the structure itself. Figure 1 is a drawing of the bridge crane. If portions of the bridge crane are visible from adjacent residences it is not anticipated to substantially change the visual character of the existing site. Additionally, the bridge crane finish will be a non-reflective neutral color (e.g., matte brown, green, black) to further help it blend with the surrounding environment.

The MND adequately considers the potential impacts associated with aesthetics and the comments received do not identify any new, avoidable significant effects associated with this environmental factor.

Master Response-6: Work Hours and Construction Schedule

Comments were received regarding construction hours and Project schedule. It was requested that work hours be limited to 7:00 a.m. to 6:00 p.m. with no work on Sundays.

Page 2-7 of the MND describes that construction would generally occur between 7 a.m. and 7 p.m., Monday through Friday, or between 8 a.m. and 5 p.m. on weekends or holidays. This work schedule is consistent with El Dorado County General Plan Acceptable Noise Levels Policy 6.5.1.11

(https://www.edcgov.us/Government/planning/adoptedgeneralplan/Documents/6_health-safety.pdf) which states that noise level standards "shall not apply to those activities associated with actual construction of a project as long as such construction occurs between the hours of 7 a.m. and 7 p.m., Monday through Friday, and 8 a.m. and 5 p.m. on weekends, and on federally-recognized holidays." The contract documents for the Project will require EID approval of proposed weekend or holiday work. Work hours at the Project site are not anticipated to be continuous through the duration of the Project. For example, there may be extended periods when work is discontinued during inclement weather or when activities are occurring at offsite staging areas.

Construction activities are expected to commence in the summer / fall 2019 and continue through about March 2021. These dates are estimates and the Project schedule may be influenced due to numerous factors including funding, contractor availability, weather, reservoir elevations, and completion of environmental review and permitting processes.

Limiting construction work hours to less than the potential 7:00 a.m. to 7:00 p.m. timeframe and/or eliminating a potential workday is not recommended. EID does not anticipate that the Project contractor would work 12 hours a day as a normal schedule or that the Contractor would regularly request to work on weekends and holidays; however, maintaining the flexibility to do so helps ensure work activities can be completed in the most efficient manner possible and that critical work can be completed as needed. Further limiting the potential work hours and/or days would provide an additional constraint that the contractor would need to consider in their bid for the Project and may result in overall higher Project costs or extend the Project construction schedule.

Master Response-7: Population Growth

Comments were received regarding potential population growth associated with the Project. Comments identified concerns that the Project will increase capacity of EID's intake facility and therefore result in additional water for development purposes. Page 2-2 of the MND describes that "[The] proposed project does not increase the capacity or change the use of the existing facilities being replaced." Page 3-45 of the MND describes why the Project does not induce substantial population growth:

"The current maximum pumping capacity of EID's intake facilities is approximately 26 [million gallons per day] mgd, and the current maximum permitted treatment capacity of the EDHWTP is 19.5 mgd. The project objectives include maintaining an adequate raw water supply to meet the EDHWTP's maximum permitted treatment capacity of 19.5 mgd. No additional water supplies or treatment capacity are proposed as part of the proposed project. Therefore, the proposed project would have no potential to directly or indirectly induce population growth. There would be no

impact. Any future water supply or treatment capacity increases in the future could not occur without additional environmental review."

Commenters cite the U.S. Bureau of Reclamation's Long Term Warren Act Contract (Contract; Contract No. 06-WC-20-3317) and the associated Environmental Assessment (USBR 2016; available online at:

https://www.usbr.gov/mp/nepa/includes/documentShow.php?Doc_ID=26546) as evidence that the Project would increase EID's water supply. Section 3(a) of the Contract describes that EID may "introduce up to 17,000 acre feet of Non-Project Water each Year"... "Provided however, That the [temperature control device] TCD must be designed and constructed to Reclamation's satisfaction, and no more than 8,500 acre-feet shall be delivered pursuant to this Contract per Year until the TCD is constructed and operational..." The commenters assert that the Project would make the additional 8,500 acre-feet of water available and the water would then be delivered for development.

The MND accurately describes that the Project will not increase the physical capacity of the intake facilities or the physical capacity of the EDHWTP treatment plant. The Project does involve construction of a TCD and pursuant to the U.S. Bureau of Reclamation's Long Term Warren Act Contract (Contract; Contract No. 06-WC-20-3317), operation of a TCD will allow delivery of water under the Warren Act Contract up to 17,000 acre-feet. The Warren Act Contract allows the District to store and divert non-Central Valley Project water from Folsom Lake, based on the District's existing water rights. Specifically the Warren Act Contract allows for storage and diversion at Folsom Lake under the District's existing Water Right Permit 21112, which allows for diversion of up to 17,000 acre-feet per year at Folsom Reservoir. The potential environmental impacts associated with diverting up to 17,000 acre-feet from Folsom Lake under Water Right Permit 21112 were previously analyzed under CEQA in the July 1999 Environmental Impact Report for the Acquisition, Permanent Repair, and Operation of the El Dorado Hydroelectric Project and the Acquisition of 17,000 Acre-Foot Per Year of New Consumptive Water (State Clearinghouse No. 98082005).

As stated in the MND, "[T]he project does not increase the capacity or change the use of the existing facilities being replaced." The Project will not provide additional water for development at this time because the controlling factor limiting the volume of water that can be delivered by EID from Folsom Lake is the capacity of the existing El Dorado Hills water treatment plant. Regardless of the water supply available to EID from Folsom Lake, EID can only deliver the volume of water it can treat through the treatment plant. As explained in the MND, the Project does not provide additional treatment capacity. The water treatment plant's current capacity is approximately 19.5 mgd. This is the maximum volume the plant can treat. Existing peak water demands during summer currently approach the maximum daily capacity of treatment plant, and therefore, the treatment plant currently controls the amount of population that can be supported by water diverted from Folsom Lake. An expansion of the water treatment plant will be needed in the future in order to meet peak demands to support future development. That action would be subject to future environmental review and would need to consider the potential impacts associated with growth inducement.

The MND adequately considers the potential impacts associated with population and growth inducement and the comments received do not identify any new, avoidable significant effects associated with this environmental factor.

Master Response-8: Alternatives

Comments were received questioning what alternatives to the Project have been considered. Consistent with CEQA Guidelines, EID has reviewed a number of projects. The installation of a TCD similar to current Project was proposed in 2002. EID re-evaluated options to construct a TCD in 2005. Alternatives considered at that time included constructing a new facility either east or west of existing facility, retrofitting the existing intake facility, or constructing an intake structure adjacent to the river channel in the reservoir. These alternatives were not advanced further due to escalating project costs estimates. A re-evaluation of design options in 2018 led to the current proposed Project.

Master Response-9: Wildfire

Comments were received questioning potential impacts associated with wildfire including concerns about ingress and egress during an emergency and wildfire prevention during Project activities. Please refer to Master Response 2 (Traffic) for information related to ingress and egress during an emergency.

The MND considers potential effects associated with wildfire on page 3-54 and 3-55. CEQA identifies specific criteria under which potential impacts associated with wildfire are evaluated. These criteria state: "If located in or near State responsibility areas or lands classified as very high fire hazard severity zones". These criteria do not apply to the Project; therefore, the MND concludes there will be no Project impact associated with wildfire.

In addition, EID requires its contractors to prepare a Fire Prevention and Protection Plan which specifies measures to prevent and respond to wildfire. The plan will require firefighting equipment be available during all phases of construction, all firefighting equipment be conspicuously located, marked, with unobstructed access at all times, no delay in response as fire hazards occur, all firefighting equipment maintained in operating condition, and defective equipment immediately replaced, and temporary or permanent water supply, of sufficient volume, duration, and pressure to operate firefighting equipment as soon as combustible materials accumulate.

Master Resonse-10: Project Funding

Comments related to Project funding were received and because these comments are considered outside of the scope of CEQA, they are not discussed in the MND and are not required to be addressed in these responses to comments. A discussion on project funding is an economic topic, and under CEQA, the term 'environment' means the physical conditions that exist within the area which would be affected by a project (PRC §21060.5). The MND for the Project analyzes the potential for impacts to the physical environment (both natural and man-made conditions) and not those related to economic factors. The CEQA Guidelines state that economic or social effects of a project shall not be treated as significant effects on the environment (CEQA Guidelines, 14 CCR § 15131(a)).

The District is electing to briefly respond to comments regarding Project funding in this response to comments in order to provide additional information to the public and ensure the decision makers are informed regarding these non-environmental subjects to be considered by the

District's Board of Directors if and when the Board decides whether and how to approve or carry out the Project. The District's 2019-2023 Capital Improvement Plan estimated total Project cost of \$23.1 million. The District has proposed to finance the Project through a future bond issuance. A portion of the Project will be funded by the U.S. Bureau of Reclamation. EID and Reclamation have entered into a cooperative agreement in which EID will receive reimbursement for up to 50% of the costs associated with elements of the Project that are required for the temperature control device. The federal cost share amount is under review at this time and is anticipated to be up to \$9,000,000.

1.3 Individual Responses

This section contains Individual Responses to comments received prior to and at the April 8, 2019 public hearing, during the additional comment period (April 16 – 25, 2019), and at the April 24, 2019 community meeting. This section includes reproductions of the written comments received and a written response for each CEQA-related comment received during the public review period.

Comment 01 – April 3, 2019 email from Lindy Lee

Comment 02 – April 4, 2019 email from Lindy Lee

Comment 03 – April 5, 2019 email from Lindy Lee

Comment 04 – April 4, 2019 email from Lindy Lee

Comment 05 – April 5, 2019 email from Matthew Laylock

Comment 06 – Written comment from Brian Lovell received at April 8, 2019 Public Hearing

Comment 07 – Written comment from Lindy Lee received at April 8, 2019 Public Hearing

Comment 08 – April 11, 2019 email from Lindy Lee

Comment 09 – Written comment from Rosalind Colt Dow received at April 24, 2019
Community Meeting

Comment 10 – Written comment from Rayona Shapnack received at April 24, 2019 Community
Meeting

Comment 11 – Written comment from Wendy Slepian received at April 24, 2019 Community
Meeting

Comment 12 – Written comment received at April 24, 2019 Community Meeting and April 24,
2019 email from Mike Pizza and Phil Gray

Comment 13 – Written comment from Ray Meyers received at April 24, 2019 Community
Meeting

Comment 14 – April 25, 2019 email from Mel Koenig

Comment 15 – April 25, 2019 email from Lindy Lee

Comment 16 – April 25, 2019 written comment received from Lindy Lee

Comment 17 – April 25, 2019 written comment received from Lindy Lee

Comment 18 – April 30, 2019 email from Lindy Lee

Comment Letters and Responses

From: Lindy Lee

Sent: Wednesday, April 3, 2019 9:20 PM

To: Raffety, Michael ; Sullivan, Jennifer ; Osborne, George ; Dwyer, Pat ; Day, Alan ; bosone@edcgov.us

Cc: Deason, Brian

Subject: Protest the Adoption of the Negative Declaration of the Folsom Lake intake improvement Project.

Dear Board of Directors,

Yesterday, I saw a small note attached to the gate at the Planeta Way pump station, describing the pending project there. When I came home, I looked up the project documents, and was appalled to see the vast scope, anticipating thousands of worker vehicle trips and heavy truck trips on our narrow, steep, winding and very peaceful street, along with bulldozers, jackhammers, and BLASTING!

I'm writing you in order to stop the approval of the Environmental Impact Document.

I live at 1470 Planeta Way, directly adjacent to the project, and in the environmental document, I was described as "not significant", over and over again. Being one of the homes that will be most affected by the construction and project pollution, I find this very insulting. It shows that EID is trying to get away with not doing a comprehensive environmental document, which should include talking to the locals, and giving notice, by mail and door hangers. It's only 9 homes, how difficult would that have been?

There's been no outreach, and no one on the street knew about this project and its impacts. I purchased my home in December. If I known this project was so large and would take 18 months of construction, blasting for a month, jack hammering, heavy trucks everyday, 20 construction workers and their vehicles and lunch trash, from 7 am to 7pm weekdays, and also weekends, I would not have moved here.

Now there is no way I can sell the house for what I paid, with this mess about to show up out front.

There are eagles nesting in the palm trees in our front yard. The EIR didn't show how all the construction activities will affect the eagles.

Parking for 20 worker vehicles, plus heavy trucks moving in and out, or waiting in the street to unload, will create a nightmare of ingress and egress to everyone on the street. People walk dogs, ride bikes, kids play in the street, all of which will be an impossible hazard to life and limb with all the construction vehicles on this small road. This is also a fire hazard - how can we evacuate in an emergency?

Our house was built in the 80's, it is sturdy, but the windows are not sound proof, the house is not dust proof, my husband and I are 60 years old, have allergies and sensitivities to noise and dust. We do not want to deal with this at this stage of our life. I foresee major cracking of the house, pool, and tennis court from the proposed 20 days of blasting.

Bottom line, there is no safe way to do a project of this scope, with such limited access, adjacent to peoples homes.

At this time I want the Board to know that I'm dismayed at the callous treatment of the residents of Planeta Way.

The Guiding Principles of your Mission Statement include *100% Safety* and *Respect for the Individual*.

The attempt to slide this Environmental Impact Document through unnoticed, shows a complete disregard for both of these principles.

I will be attending the April 8th Board meeting and I am encouraging as many of my neighbors as possible to show and comment. I will be showing for the dozen or so, who received no notice of this large infrastructure project. We should not have had to find a small notice on the pump station gate to announce a \$17 million project.

Please show some respect for the people of El Dorado Hills and delay any further action on this project.

Lindy Lee-Lovell

1470 Planeta Way

El Dorado Hills, Ca 95762

From: [Deason, Brian](#)
To: "[Lindy Lee](#)"
Cc: "Heidi.Hannaman@asm.ca.gov"; [Abercrombie, Jim](#); [Mueller, Brian](#); [Money, Jon](#); [Raffety, Michael](#); [Sullivan, Jennifer](#); [Osborne, George](#); [Dwyer, Pat](#); [Day, Alan](#); bosone@edcgov.us; [Anzini, Lori](#)
Subject: RE: Protest the Adoption of the Negative Declaration of the Folsom Lake intake improvement Project.
Date: Friday, April 5, 2019 9:35:48 AM

Ms. Lee,

Thank you for your email inquiry regarding the Folsom Lake Intake Improvements Project. The El Dorado Irrigation District (EID) appreciates your interests as an adjacent landowner and it is EID's intent to complete this project with as little inconvenience to the surrounding community as possible. Please understand that the project is required to ensure that EID can continue to provide El Dorado Hills with a safe and reliable drinking water supply. I appreciate the concerns you have expressed and provide the following information and clarifications for your consideration.

Chapter 2. Public Notices

The California Environmental Quality Act (CEQA) requires agencies like EID to provide public notices when the agency is considering adopting a mitigated negative declaration (MND).

These requirements are called out in §15072 of the CEQA Guidelines, which states:

"The lead agency shall mail a notice of intent to adopt a negative declaration or mitigated negative declaration to the last known name and address of all organizations and individuals who have previously requested such notice in writing and shall also give notice of intent to adopt a negative declaration or mitigated negative declaration by at least one of the following procedures to allow the public the review period provided under Section 15105:

1. Publication at least one time by the lead agency in a newspaper of general circulation in the area affected by the proposed project. If more than one area is affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.
2. Posting of notice by the lead agency on and off site in the area where the project is to be located.
3. Direct mailing to the owners and occupants of property contiguous to the project. Owners of such property shall be identified as shown on the latest equalized assessment roll."

As stated above, CEQA requires an agency to do at least one of the numbered notification procedures identified above. In an effort to provide broad notice, EID in fact used all three procedures specified above to provide notice of the project on February 6, 2019. Additionally, EID posted notices and the MND at the following locations: on EID's website, at local libraries, and at the El Dorado County Clerk's office.

Also, rather than only mail to contiguous properties, EID provided direct mailing to a larger surrounding area. For the direct mailing to residents, notices were sent to landowners within 1,300 feet of the project site. Please note that EID's internal procedures for implementing CEQA requires notification of landowners within 300 feet of a project site. EID chose to

expand its notification efforts for this project to ensure that landowners with properties along Planeta Way were notified of the project. EID's records indicate that a hardcopy of the notice was mailed to your address at 1470 Planeta Way. However, the landowner name provided in the County database was not Lee, which suggests that the notice may have been forwarded to the previous owner rather than delivered to you. Despite this unforeseeable scenario, I am glad that you were able to learn of the project in time to provide comments and express your concerns.

Chapter 3. Eagles

The MND acknowledges that eagles have potential to occur on the project site (MND pages 3-14 – 3-15). The MND includes the following mitigation measure to avoid and minimize any potential effects to eagles:

Mitigation Measure BIO-1 Minimize effects to Nesting Swainson's hawk, Golden eagles, and bald eagles

EID shall implement the following measures to avoid and minimize potential adverse effects on nesting Swainson's hawk, golden eagles, and bald eagles during project construction.

- Preconstruction surveys for active Swainson's hawk, golden eagle, and bald eagle nests shall be conducted by a qualified biologist in all areas of suitable nesting habitat within 0.25-mile of project disturbance. A minimum of one survey shall be conducted no more than 14 days before project activities commence, if construction begins during the nesting season (February 1 through August 15).
- Appropriate buffers shall be established and maintained around active nest sites to avoid nest failure from project activities. The appropriate size and shape of the buffers shall be determined by a qualified biologist and may vary depending on the nest location, nest stage, and construction activity. The buffers may be adjusted if a qualified biologist determines it would not be likely to adversely affect the nest. Monitoring shall be conducted to confirm that project activities are not resulting in detectable adverse effects on nesting birds or their young. No project activities shall commence within the buffer areas until a qualified biologist determines that the young have fledged or the nest site is otherwise no longer in use.

Implementation of this mitigation measure would reduce potentially significant impacts to nesting eagles to less-than-significant levels.

Chapter 4. Traffic

Some construction equipment will have to access the project site from Planeta Way. However, Planeta Way will not be the only access to the construction site - a portion of the work involves in-water construction that will likely involve staging of equipment and materials at a marina or boat launch at Folsom Lake. Therefore, a portion of the truck trips described in the MND would occur at those areas and not on Planeta Way. Page 3-49 of the MND describes the estimated number of truck trips:

"Based on the construction details provided in the Project Description, approximately 5,400 cubic yards (cy) of soil material would be transported offsite as part of project construction (approximately 540 truck trips). An additional 10 to 20 trips would be required to haul off demolition debris. The construction period would extend for 10 months, with 5 months for in-water construction. With additional incidental truck trips, including for paving materials, up to

1,000 truck trips could occur, for an average of approximately five truck trips per day. Up to 20 construction workers would be present at any given time. Construction-related activity would therefore include substantially less (5 heavy truck trips per day) than the threshold of 50 heavy truck trips (or 100 passenger car equivalent trips) during the peak a.m. or p.m. hour. This impact would be less than significant."

Given the low number of estimated truck trips per day and the fact that a portion of the trips would occur at a different location (i.e., marina or boat launch at Folsom Lake), the impact from construction-related traffic would be less than significant.

The MND also addresses the potential for a project to impede emergency evacuation. Page 3-32 describes that "The facility is located on a dead-end road, and the small volumes of construction traffic associated with the proposed project would not impede emergency evacuation."

Also, as described on page 2-7 of the MND, any staging of equipment on Planeta Way would require the contractor to obtain an encroachment permit from El Dorado County. EID anticipates that any encroachment permit would include measures to minimize potential impacts to local traffic patterns and ensure safe ingress and egress at all times. The construction specifications for the project will also include measures to prevent impacts to local traffic – two relevant requirements include 1) Contractor shall not park vehicles or store materials on public road where it may interfere with the normal traffic and 2) Parking of Contractor employee personal vehicles on Planeta Way shall not be allowed.

In regards to your specific comment regarding wildfire, EID requires its contractors to prepare a Fire Prevention and Protection Plan which specifies measures to prevent and respond to wildfire. The plan will require firefighting equipment be available during all phases of construction, all firefighting equipment be conspicuously located, marked, with unobstructed access at all times, no delay in response as fire hazards occur, all firefighting equipment maintained in operating condition, and defective equipment immediately replaced, and temporary or permanent water supply, of sufficient volume, duration, and pressure to operate firefighting equipment as soon as combustible materials accumulate. These measures will help minimize potential for wildfire to originate from the project site.

Chapter 5. Noise

The MND addresses the potential impacts associated with groundborne vibration or noise generating activities, including blasting (MND pages 3-43 – 3-44).). As described on page 2-8 of the MND, a total of up to 20 blasts over approximately a one-month period may be required. It may be helpful to know that blasting, if it occurs at all, would occur below the bank of the lake, approximately 450 feet away from your home. The MND does acknowledge that blasting activities may be detectable at nearby residences for brief periods; however, it also concludes that predicted vibration levels would not be anticipated to exceed thresholds of significance and therefore the impact would be less than significant. Additionally, the construction specifications for the project will include extensive requirements for blasting activities. These requirements will include, but are not limited to:

- Blasting shall be performed in accordance with all laws, regulations, and ordinances in effect at the time of blasting and required by the authority having jurisdiction
- Contractor shall engage the services of a qualified blasting engineer to develop blasting procedures and assist in monitoring blasting operations
- Contractor shall notify all affected adjacent property occupants at least 24 hours prior to any blasting
- Contractor shall be responsible for all damage caused by blasting operations and shall be responsible for responding to and resolving all complaints
- Suitable methods shall be employed to confine all materials lifted by blasting within the limits of the excavation or trench
- Blasting or other use of explosives for excavation adjacent to existing utilities, structures, and other facilities shall be in conformity with the requirements of the local ordinance and the authority having jurisdiction there over and shall not cause damage to any adjacent structures
- Contractor shall perform a pre-blast survey of all utilities, structures, and other facilities adjacent to the blast sites to determine the conditions of each utility, house, building, bridge, overpass, and other structures and facilities susceptible to damage from blasting operations. The pre-blast survey shall include all structures and utilities within a minimum of 500 feet radius of the area to be blasted

I understand your concern that vibration from blasting may have the potential to damage your home - please understand that EID shares this concern given it has its own facilities at the project site, and these critical water facilities cannot be put at risk of damage. However, the stringent requirements provided in the construction specifications will limit potential damage associated with blasting.

Chapter 6. Air Quality

The MND evaluated potential impacts to air quality associated with the project and concluded that potential impacts are less than significant because total emissions for the project are below established thresholds of significance. Additionally, the construction specifications for the project will require the contractor to comply with the El Dorado County's Fugitive Dust Prevention and Control ordinance, which prescribes measures to limit dust emissions from construction and construction related activities.

Thank you again for your feedback on the project. I hope this information helps address your concerns.

Sincerely,
Brian Deason
Environmental Resources Supervisor
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

From: Lindy Lee [mailto:lindylovell@gmail.com]
Sent: Thursday, April 04, 2019 9:04 PM
To: Money, Jon; Raffety, Michael; Sullivan, Jennifer; Osborne, George; Dwyer, Pat; Day, Alan
Cc: Deason, Brian
Subject: Folsom Lake Intake RFQ-website

Jim, apparently you have requested bids and short listed the bidders without approval of the Environmental Impact Report .

I would like to know the source of funding, and specifically, is there State, Federal or Local, is it Prop E1 funding?

This is a public records request to the procurement process, start date, and all information on the date and times of the bid process.

Who authorized the procurement and when was it authorized?

I would like a full copy of the RFI, RFQ package, contract and all traffic measures that will be used to mitigate the congestion on Planeta Way, including parking of worker vehicles, and staging of heavy trucks waiting to unload at the site.

How will you handle trash cleanup at the worker vehicles, dust and disturbance to the neighborhood?

How will you maintain the road surface, which was never designed for heavy truck traffic, and will be badly degraded long before the project is complete?.

Will you show respect for the nearby residents with your daily start times? And no, 7 am is not a reasonable hour for heavy construction noise in a residential area for an extended period of time.

What are the mitigation measures to ensure the eagles nesting in our palm trees are not disturbed by the blasting.

Who will be the Resident Engineer on the job at all times workers are on the site?

Thank you

Please send the information to the email above or mail it to:

Lindy Lovell

1470 Planeta Way, El Dorado Hills, Ca 95762

From: [Money, Jon](#)
To: [Lindy Lee](#); [Raffety, Michael](#); [Sullivan, Jennifer](#); [Osborne, George](#); [Dwyer, Pat](#); [Day, Alan](#); [Anzini, Lori](#)
Cc: [Deason, Brian](#)
Subject: RE: Folsom Lake Intake RFQ-website
Date: Friday, April 5, 2019 4:47:06 PM

Lindy,

I am the project manager for the Folsom Lake Intake Improvements Project referenced in your email below and wanted to clarify a few details per your request.

At this time the District has pre-qualified contractors for this project, but has not issued plans or specifications for bids, nor has the District approved construction of the project. The Board will first consider approval of the Mitigated Negative Declaration for the project on April 8. If approved, the District will then be working to complete design and permitting for the project and request construction bids for subsequent Board approval later this year. I have am out of the office but will send you a copy of the RFQ when I return.

We are currently working with our design consultant and PG&E to coordinate final electrical details and are scheduled to release a bid set of plans and specifications to our list of pre-qualified contractors in May or June. Following a three to four week bid period, bid results will be presented to the Board of Directors for approval and procurement. It is important to note that the final plans and specifications contain critical infrastructure information and will not be distributed to the public per U.S. Department of Homeland Security guidelines. If you have further questions about details of the project, I will have a hard copy of the final plans and specs that you may review in our office at 2890 Mosquito Road in Placerville when they are available.

I believe your project specific inquiries regarding traffic, vehicle parking and access, dust control, and nesting were largely addressed in a previous email by our Environmental Resources Supervisor, Brian Deason. Anticipated construction hours are listed on page 2-7 of the MND and would generally occur between 7 a.m. and 7 p.m., Monday through Friday, or between 8 a.m. and 5 p.m. on weekends or holidays per El Dorado County code. Any damage to Planeta Way caused by our project will be restored under the terms of the contractor's encroachment permit obtained from El Dorado County.

The funding for this project will be from a combination of three sources which include EID water rates, EID facility capacity charges (FCCs), and matching funds from the United States Bureau of Reclamation (USBR). One of the purposes of the project is a requirement from Reclamation to preserve the cold water pool in Folsom Lake by incorporating temperature control capabilities for the pump station. Therefore federal funds are anticipated to be used to offset some of the project costs.

If the project is approved, I will be managing this project through construction to completion. The District will also be requesting construction management proposals in May or June from various firms to assist in daily inspections and resident engineer responsibilities.

I hope this response in conjunction with Brian Deason's previous email adequately addresses your concerns. Please let me know if you have any additional questions.

Sincerely,

Jon Money, P.E.
Senior Civil Engineer
El Dorado Irrigation District

From: Lindy
To: Deason, Brian
Cc: Heidi.Hannaman@asm.ca.gov; Abercrombie, Jim; Mueller, Brian; Money, Jon; Raffety, Michael; Sullivan, Jennifer; Osborne, George; Dwyer, Pat; Day, Alan; bosone@edcgov.us; Anzini, Lori
Subject: Re: Protest the Adoption of the Negative Declaration of the Folsom Lake intake improvement Project.
Date: Friday, April 5, 2019 2:38:12 PM

Mr Deason,

Thank you for your reply.

As you acknowledge below, we were not notified of the project, and per the note we saw attached to the facility, the period to accept our comments has expired.

The day after we learned the scope to the project, we talked to five of our neighbors, and only one knew about the project. She knew because of my post on nextdoor.

So even if you've followed the letter of the law, you've clearly failed to notify affected parties.

I'm requesting you reschedule the Board hearing public comments on the MND until you've properly notified the current owners and residents on Planeta Way who will be significantly impacted by this project, to allow us time to review and comprehend the scope of work and impacts.

Thank you.

Sent from my iPhone

- Request to reschedule Board Public Hearing acknowledged. No response required.

From: Lindy Lee [mailto:lindylovell@gmail.com]
Sent: Thursday, April 04, 2019 9:04 PM
To: Money, Jon; Raffety, Michael; Sullivan, Jennifer; Osborne, George; Dwyer, Pat; Day, Alan
Cc: Deason, Brian
Subject: Folsom Lake Intake RFQ-website
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How will you handle trash cleanup at the worker vehicles, dust and disturbance to the neighborhood?

How will you maintain the road surface, which was never designed for heavy truck traffic, and will be badly degraded long before the project is complete?.

Will you show respect for the nearby residents with your daily start times? And no, 7 am is not a reasonable hour for heavy construction noise in a residential area for an extended period of time.

What are the mitigation measures to ensure the eagles nesting in our palm trees are not disturbed by the blasting.

Who will be the Resident Engineer on the job at all times workers are on the site?

Thank you

Please send the information to the email above or mail it to:

Lindy Lovell

1470 Planeta Way, El Dorado Hills, Ca 95762

From: Money, Jon
To: Lindy Lee; Raffety, Michael; Sullivan, Jennifer; Osborne, George; Dwyer, Pat; Day, Alan; Anzini, Lori
Cc: Deason, Brian
Subject: RE: Folsom Lake Intake RFQ-website
Date: Friday, April 5, 2019 4:54:41 PM
Attachments: RFQ18-05 Folsom Lake Intake-FINAL.pdf (ATTACHMENT INCLUDED AT THE END OF RESPONSES)

I was able to get a copy of the RFQ emailed to me from a co-worker in our office. It is attached.

Thanks,

Jon

On Apr 5, 2019 4:47 PM, "Money, Jon" wrote:

Lindy,

I am the project manager for the Folsom Lake Intake Improvements Project referenced in your email below and wanted to clarify a few details per your request.

At this time the District has pre-qualified contractors for this project, but has not issued plans or specifications for bids, nor has the District approved construction of the project. The Board will first consider approval of the Mitigated Negative Declaration for the project on April 8. If approved, the District will then be working to complete design and permitting for the project and request construction bids for subsequent Board approval later this year. I have am out of the office but will send you a copy of the RFQ when I return.

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I believe your project specific inquiries regarding traffic, vehicle parking and access, dust control, and nesting were largely addressed in a previous email by our Environmental Resources Supervisor, Brian Deason. Anticipated construction hours are listed on page 2-7 of the MND and would generally occur between 7 a.m. and 7 p.m., Monday through Friday, or between 8 a.m. and 5 p.m. on weekends or holidays per El Dorado County code. Any damage to Planeta Way caused by our project will be restored under the terms of the contractor's encroachment permit obtained from El Dorado County.

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If the project is approved, I will be managing this project through construction to completion.

The District will also be requesting construction management proposals in May or June from various firms to assist in daily inspections and resident engineer responsibilities. I hope this response in conjunction with Brian Deason's previous email adequately addresses your concerns. Please let me know if you have any additional questions.

Sincerely,

Jon Money, P.E.
Senior Civil Engineer
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
Office: (530) 642-4090

From: Matthew Laycock <mdlacock@gmail.com>
Sent: Friday, April 5, 2019 10:23 AM
To: Deason, Brian ; Baron, Michael ; Sullivan, Jennifer ; Sullivan, Jennifer ; Mailbox - services ;
Sullivan, Jennifer ; # Communications ; DL_emailAlias_adacoordinator
Subject: Folsom Lake Improvement Project

Dear Mr. Brian Deason and Mr. Mike Baron,

I am a resident on Planeta Way. A neighbor brought it to my attention last night that The El Dorado Irrigation District intends on performing major work in a year and a half long project that will have heavy impact on everyone on our street. As a resident we should have been given proper notice and not what so ever was issued to us at all, not a single letter, not a notice posted on our door, nothing. A neighbor by chance spotted a notice on the substation its self. This does not allow for time for neighbors prepare for the discussion let alone attend on April 7th.

As a resident I contest this development and feel we do not have sufficient time to review the impact to or selves and our community.

I am requesting more time to review.

Further there is an environmental impact we feel is being over looked. Currently there is cease to all trail maintenance due to nesting Bald Eagles. To add detail one of these nest is in the Planeta residence directly above the substation that the work is being requested for. If the work is allowed to proceed this could impact the the protect species. We feel that this has been completely over looks in relation to environmental impact.

https://www.parks.ca.gov/?page_id=500

Once again, I would formally like to lodge a request to delay this project for reason listed above and request a future date to review the impact of the project.

Please take this request in to consideraion, this will have a heavy impact on all of our lives here on planeta way.

Sincerely,
-Matthew Laycock
1515 Planeta Way
El Dorado Hills, Ca 95762

From: Deason, Brian
To: "Matthew Laycock"
Cc: Day, Alan; Osborne, George; Dwyer, Pat; Anzini, Lori; Raffety, Michael; Mueller, Brian; Money, Jon; Abercrombie, Jim; Sullivan, Jennifer; Cross, Karen; Saich, Jesse
Subject: RE: Folsom Lake Improvement Project
Date: Friday, April 5, 2019 4:58:05 PM
Mr. Laycock,

Thank you for your email inquiry regarding the Folsom Lake Intake Improvements Project. The El Dorado Irrigation District (EID) appreciates your interests as an adjacent landowner and it is EID's intent to complete this project with as little inconvenience to the surrounding community as possible. Please understand that the project is required to ensure that EID can continue to provide El Dorado Hills with a safe and reliable drinking water supply. I appreciate the concerns you have expressed and provide the following information and clarifications for your consideration.

Public Notices

The California Environmental Quality Act (CEQA) requires agencies like EID to provide public notices when the agency is considering adopting a mitigated negative declaration (MND). These requirements are called out in §15072 of the CEQA Guidelines, which states: "The lead agency shall mail a notice of intent to adopt a negative declaration or mitigated negative declaration to the last known name and address of all organizations and individuals who have previously requested such notice in writing and shall also give notice of intent to adopt a negative declaration or mitigated negative declaration by at least one of the following procedures to allow the public the review period provided under Section 15105:

- Publication at least one time by the lead agency in a newspaper of general circulation in the area affected by the proposed project. If more than one area is affected, the notice shall be published in the newspaper of largest circulation from among the newspapers of general circulation in those areas.
- Posting of notice by the lead agency on and off site in the area where the project is to be located.
- Direct mailing to the owners and occupants of property contiguous to the project. Owners of such property shall be identified as shown on the latest equalized assessment roll."

As stated above, CEQA requires an agency to do at least one of the numbered notification procedures identified above. In an effort to provide broad notice, EID in fact used all three procedures specified above to provide notice of the project on February 6, 2019. Additionally, EID posted notices and the MND at the following locations: on EID's website, at local libraries, and at the El Dorado County Clerk's office.

Also, rather than only mail to contiguous properties, EID provided direct mailing to a larger surrounding area. For the direct mailing to residents, notices were sent to landowners within 1,300 feet of the project site. Please note that EID's internal procedures for implementing CEQA requires notification of landowners within 300 feet of a project site. EID chose to expand its notification efforts for this project to ensure that landowners with properties along Planeta Way were notified of the project. EID's records indicate that a hardcopy of the notice was mailed to your address at 1515 Planeta Way. However, the landowner name provided in the County

database was not Laycock, which suggests that the notice may have been forwarded to the previous owner rather than delivered to you. Despite this unforeseeable scenario, I am glad that you were able to learn of the project in time to provide comments and express your concerns.

Eagles

The MND acknowledges that eagles have potential to occur on the project site (MND pages 3-14 – 3-15). The MND includes the following mitigation measure to avoid and minimize any potential effects to eagles:

Mitigation Measure BIO-1 Minimize effects to Nesting Swainson's hawk, Golden eagles, and bald eagles

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- Preconstruction surveys for active Swainson's hawk, golden eagle, and bald eagle nests shall be conducted by a qualified biologist in all areas of suitable nesting habitat within 0.25-mile of project disturbance. A minimum of one survey shall be conducted no more than 14 days before project activities commence, if construction begins during the nesting season (February 1 through August 15).
- Appropriate buffers shall be established and maintained around active nest sites to avoid nest failure from project activities. The appropriate size and shape of the buffers shall be determined by a qualified biologist and may vary depending on the nest location, nest stage, and construction activity. The buffers may be adjusted if a qualified biologist determines it would not be likely to adversely affect the nest. Monitoring shall be conducted to confirm that project activities are not resulting in detectable adverse effects on nesting birds or their young. No project activities shall commence within the buffer areas until a qualified biologist determines that the young have fledged or the nest site is otherwise no longer in use.

Implementation of this mitigation measure would reduce potentially significant impacts to nesting eagles to less-than-significant levels. I am including the EID Board of Directors on this email so that they may be aware of your request for additional time to review the project.

Thank you again for your feedback on the project. I hope this information helps address your concerns.

Sincerely,

Brian Deason
Environmental Resources Supervisor
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
530-642-4064
bdeason@eid.org

Written comment received at April 8, 2019 EID Board Public Hearing

1

I live on Planeta Way, near the Folsom Lake Intake Station. Regarding this Mitigated Negative Declaration, I'd like to note that while CEQA authorizes lead agencies to rely on existing environmental standards adopted by other regulatory agencies as significance thresholds, the lead agency remains obligated to consider evidence that an impact may still be significant, notwithstanding compliance with a regulatory standard.

Five days ago, I heard about the pending 18 month construction project, that the comment period had expired on the Mitigated Negative Declaration, and there was a Board vote to approve the Negative Declaration on April 8th.

When talking to the neighbors about this, none knew about the report or the comment period, and only one had heard about the project four years earlier, and she said there was vocal opposition from the community at that time. Which probably explains why you were so surreptitious about publishing this Mitigated Negative Declaration.

While Brian Deason assured us that CEQA law was observed for notification of affected parties, at least half the community on Planeta Way was not notified.

Respect for the Individual is one of the Guiding Principles of the EID Mission Statement. That you tried to slide this Negative Declaration through unnoticed by the community shows a lack of respect, a failure to live up to your Mission Statement.

The first Guiding Principle of your Mission Statement is 100% Safety. I'd like to show you that this Negative Declaration has not considered evidence that traffic impact of this project may be significant, notwithstanding compliance with a regulatory standard.

2

It shows 1000 heavy truck trips, and upwards of 4000 construction worker trips, and finds no significant impact from these trips, no schools affected, no pedestrian/bicycle facilities affected, and no impact on the community on Planeta Way.

Access to the project is described as El Dorado Hills Boulevard from the freeway to the end of Planeta Way. This distance of six miles is substantially residential, and has five parks and five schools on or very near to the route. There are crosswalks, sidewalks, and bike lanes along the route, and where there are no sidewalks or bike lanes, per traffic code, the roadway is a pedestrian or bike facility.

The last half-mile of this route on Guadalupe and Planeta is narrow, steep, and winding. There are often people walking or cycling on the roadway. Most of the

1000 truck trips and 4000 worker trips will be driven safely, but you know that all too many of them will be by drivers who are hurried or harried or hung over, and all too likely to hit someone. A commitment to 100% Safety means more than just saying, "I hope that doesn't happen".

2

There is a finding of no impact on Planeta Way from those vehicle trips, specifically noting the number of heavy truck trips will average five per day. As there are presently zero heavy trucks on Planeta, an increase to five will be significant, but the reality is that trucking operations require many trucks at one time. During concrete pours or debris removal there will be dozens of trucks a day, and they will be stacked up on Planeta waiting to load or unload, with departing trucks moving slowly up the steep hill in the open lane - in effect Planeta and Guadalupe will completely blocked for significant portions of the day during these operations, no ingress or egress to residents, no access to emergency vehicles, and no evacuation route in case of wildfire.

This report reflects EID's best independent judgment and analysis, yet significantly ~~underplays~~ **IGNORES** construction vehicle impact upon the community, including risk from careless construction vehicle operators, impaired emergency access and evacuation, and diesel noise and pollution from standing trucks.

Bottom line, you have not considered evidence that the impact a project of this scale, in a residential setting with such limited access, may be significant, notwithstanding compliance with a regulatory standard.

The introduction to this report states the project does not increase the pump station capacity, yet another part shows a 15% increase in capacity, from 17mgd at present, to 19.5mgd when complete.

3

It seems the ball started rolling on this project more than four years ago - big changes have happened since then in our understanding of the need for efficient use of scarce resources.

There are more frequent and more destructive wildfires, diesel smoke is now a known carcinogen, and PG&E will be less reliable and much more expensive.

Before moving forward with this project, please show us that you have reviewed the other options to achieve the necessary results.

I understand the need for new pumps and motors, but I suspect that cold water for fish, and the 15% increase in capacity could be well met with robust water conservation measures.

2

3

That would be a far saner use of the ratepayers 22 1/2 million dollars than blasting and digging 10,000 tons of rock out of the lake, and pouring 1000 tons of concrete back in.

Whatever project you choose; please manage it with professionalism and integrity. So far, regarding our questions about traffic safety, blasting damage, and heavy truck damage to the roadway, we have been answered that it is the contractors responsibility manage these issues.

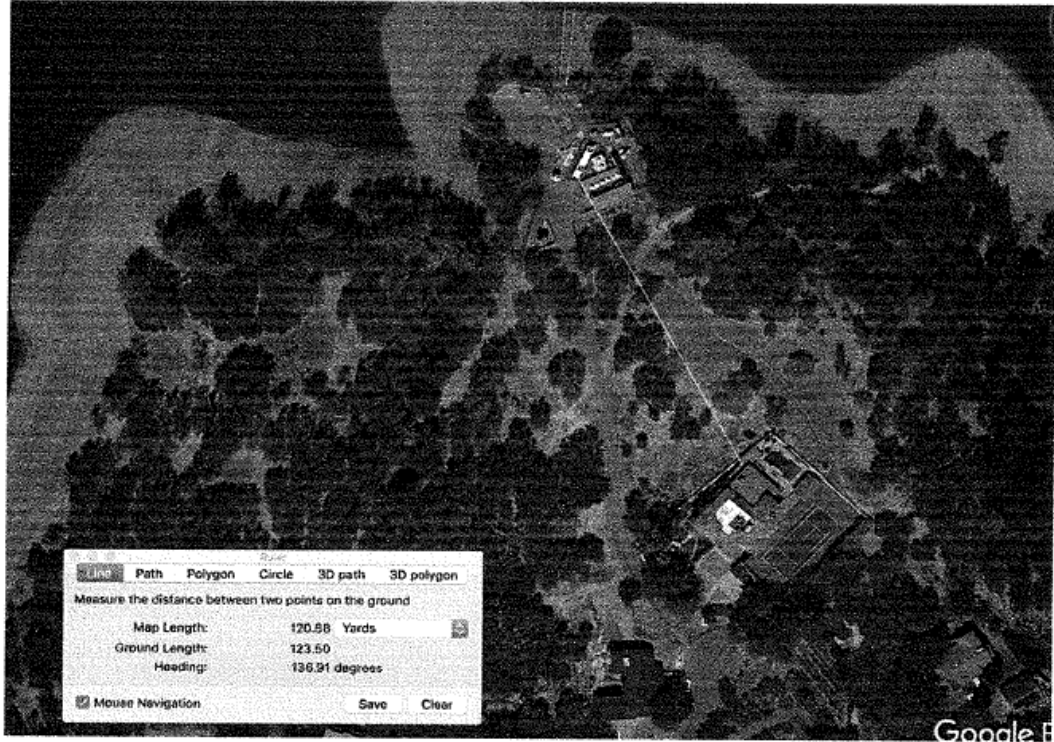
It is not. This is EID's project, and it is EID's responsibility to manage all of these issues, from start to finish.

BRIAN LOVELL
1470 PLANETA WAY

1. The commenter is referred to Master Response 1 (Public Noticing) regarding CEQA requirements for public noticing of the Project.
2. The commenter is referred to Master Response 2 (Traffic) regarding comments on potential traffic-related impacts associated with the Project.
3. The commenter is referred to Master Response 7 (Population Growth) regarding comments on pump station capacity and Master Response 8 (Alternatives) regarding comments on other options considered for the Project.

April 7, 2019
 EID Folsom Lake Intake Improvements Project

My name is Lindy Lee
 I live at 1470 Planeta Way, El Dorado Hills California,
 I moved in on Dec 14th 2018.
 Picture of the house is below.



1

I have worked in State and Local Government for 35 years, and I wanted to retire to a quiet area.

Folsom Lake was my dream retirement. As you can see we live on a quiet cul-de-sac overlooking the lake. As of last week my dream retirement is now going to be a nightmare. I want to sit outside by the pool, do paintings, or read a book. My house is now located 120 yards from a major construction site.

My husband, dog, 90 year old father-in-law, and my niece with asthma, will not have peaceful enjoyment of our home during the entire construction period.

I did not have an opportunity to comment on the Neg Declaration. By chance I walked down to the gate of the current facility on Tues April 2nd and saw the sign posted.

I am here today to request a delay or no vote on the Neg Declaration.

1

Major Points:

1

There are no alternatives being looked at. Please provide the current study that determined the fish need more cold water, and to what capacity does this project do to achieve the desired results.

CEQA/NEPA REQUIRES NOTICE TO THE PEOPLE IN THE AREA.

There are 9 houses on the street, we spoke to 5 of our neighbors, and none received notice. Two are on vacation and could not be reached.

For a 22 million dollar project with sweeping impacts on the neighborhood, a door to door notice should have been done. Let me repeat, there are 9 total houses on Planeta Way. A little effort should have been made.

I contend Proper Notice of Availability and intent to adopt an MND did not occur.

The Findings in the Initial Study, show

You have a no impacts in the first Category

- 1) The proposed project would have no impacts on land use and planning, population and housing, among other items

2

And a Less-than-significant in the second Category

- 2) The proposed project would have less-than-significant impacts on air quality, hazardous materials, noise,

I understand that less-than significant impacts have been determined for the general area.

But, what about individual impacts from the project? No individual person or group of people should have to bear significant impacts from a project without any mitigation measures.

This Mitigated Negative Declaration (MND) does not specifically address/discuss the ambient noise levels for a potentially impacted residential neighborhood.

CEQA considers permanent/long term noise increase of 12 dBA or more above the existing levels to be a substantial increase and potentially significant. The sound level will range from 75db to 89db every day, while ambient is currently in the low 40's. I understand during construction this is not considered significant, as construction is considered to be short term, but this project is proposed for 18 months. That is long term.

2

Specific Impacts to my residence:

The proposed time for construction is from 7am to 7 pm , and 8 to 5 on the weekends.

You are allowing up to 5 heavy-duty trucks a day parked in my front or side yard, idling and driving, carrying thousands of tons of material away,.

Up to 20 construction workers coming and going, to work, lunch, and back. That can be 80 trips a day.

Noise from equipment operating at the project site, jack hammers, blasting, drilling and from the transportation of construction workers, construction material, and equipment.

Vibration will be detectable at my house. The continued vibration and noise to be borne for 18 months may cause cracking of the house, windows, and fragile contents.

Due to dust and noise, I will not be able to sit inside or outside for 18 months. The dust will need be filtered out of my pool 24-7, the air conditioning will need to be on to filter dust and dirt out of my house 24-7.

I anticipate the PG&E bills will be in the \$2000 a month cost range.

I was planning to rent out the apartment in my home, but I will not be able to do this, losing \$1500 a month in income.

I will be surrounded by construction noise, dirt and trash.

Planeta Way is not designed to be a high volume road. The road surface will rutted and ruined within a month.

There is no room on the cul -de -sac, we will be blocked in.

Parking on the street or using it for staging is unacceptable. The trash pickup and mail services will be disturbed if there are vehicles parked or materials stored on the street..

I would not have purchased my house had I known about this project. I will not be able to sell my house and move.

Mitigation measures should be considered. This will affect myself and my family's mental health and end up a economic hardship.

I again request a delay or no vote on this Document today.

1. The commenter is referred to Master Response 1 (Public Noticing) regarding CEQA requirements for public noticing of the Project.
2. The commenter is referred to Master Response 2 (Traffic) regarding comments on potential traffic-related impacts, Master Response 3 (Noise) regarding comments on potential noise-related and vibration-related impacts associated with the Project, and Master Response 4 (Air Quality) regarding comments on dust, and Master Response 6 (Work Hours and Construction Schedule) regarding comments on construction hours and schedule.

From: Lindy Lee

Sent: Thursday, April 11, 2019 8:49 PM

To: Deason, Brian

Cc: Heidi Hannaman ; Abercrombie, Jim ; Mueller, Brian ; Money, Jon ; Raffety, Michael ; Sullivan, Jennifer ; Osborne, George ; Dwyer, Pat ; Day, Alan ; bosone@edcgov.us; Anzini, Lori

Subject: Re: Protest the Adoption of the Negative Declaration of the Folsom Lake intake improvement Project.

Brian,

I just have a few more questions. I'm requesting that you add these to the public comments. During the public hearing it was mentioned that the Bureau of Reclamation required the cold water measure.

As a public request can I please get a copy of that requirement. This request seemed key to what kind of facility be built. Since the Environmental Document had no alternatives, I would like to know if just replacement of the pumps and boosters be warranted. And maybe a smaller project would due.

Is this the only place this kind of facility be placed? Is this the only location of intake pipes in Folsom. I do not understand the ownership at the facility you are at now. But, the cove over to the west is empty with no houses close by. Could the new facility be moved there? From the looks of the plans, EID plans to rebuild the entire facility. Why couldn't it be move 100 yards to the west. That cove is in front of a vacant lot.

Lastly, can I get a schedule or plan for the public outreach. Spring break is coming up and more neighbors are planning vacations or are currently on vacation.

I appreciate the Board delaying the action on the MND and look forward to meeting with the team.

Thank You
Lindy Lee

From: Deason, Brian
To: "Lindy Lee"
Cc: Money, Jon; Mueller, Brian
Subject: RE: Protest the Adoption of the Negative Declaration of the Folsom Lake intake improvement Project.
Date: Friday, April 19, 2019 1:32:31 PM
Attachments: Folsom Lake Intake-Add10-dayPublicComment-April 2019.pdf
El Dorado ID LTWA Contract No. 06-WC-20-3317-Project 184 Executed Aug2.2016 Exp. Feb28.2030.pdf (ATTACHMENT INCLUDED AT THE END OF RESPONSES)
Hi Lindy,

I will add your email to the public comments as requested below. Per your records request for information regarding Reclamation's requirement for installing the temperature control device, please see the Environmental Assessment for EID's Long Term Warren Act Contract with the Bureau of Reclamation:

https://www.usbr.gov/mp/nepa/includes/documentShow.php?Doc_ID=26546

The Long Term Warren Act Contract with the Bureau of Reclamation is also attached. See Section 3(a) for the requirement to construct the TCD.

I have also attached a copy of the public notice of the continued public hearing, extended public comment period and a community meeting next Wednesday, April 24. This notice was mailed to 60 residents in the surrounding project area and the door hanger notices were also distributed to these residences.

In regards to alternatives to the project and alternative locations for these facilities, EID has evaluated other alternatives to the current proposed project. These alternatives were not pursued because of the extensive costs to EID ratepayers for construction of a new facility. Additionally, an alternative that would only replace the pumps and boosters is also not feasible because the existing facilities are near the end of their serviceable life. We will be happy to discuss these topics in more detail at the upcoming community meeting.

Thank you,

Brian Deason
Environmental Resources Supervisor
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
530-642-4064
bdeason@eid.org



Folsom Lake Intake Improvements Project
Initial Study / Mitigated Negative Declaration

COMMENT FORM

Due by: Thursday, April 25, 2019

Name: Rosalind Colt Dow Organization: _____, or Resident
Address: 357⁰¹²⁴ Cortez Place, EDH Live @ 2873 Springburn Way
EDH

Comment: Please write legibly so that your comment or questions can be addressed, thank you.

1

Where is the contractor to make offsite storage arrangement for materials on Planeta Way? Section 2.4.3

2

Telephone lines on planeta & area. Is there a way to put telephone lines underground for our inconvenience of putting up with this 18 month project?

3

Is there a septic system at pumping station. Are there bathroom facilities for workers?

4

I will have to grade my back driveway to get our trailer out because of concern of parked vehicles in old desec at bottom of Planeta.

Comments can be submitted at tonight's community meeting (Thursday, April 24) to an EID representative. Or, email your comment to Brian Deason, Environmental Resources Supervisor at bdeason@eid.org by Thursday, April 25, 2019.

To receive email updates when information is posted to the project webpage go to www.eid.org to sign-up for eNews, select Folsom Lake Intake Project under the News and Calendar categories.

Project Webpage: www.eid.org/FolsomLakeIntakeProject

1. The Contractor will be responsible for securing any necessary authorizations or permits for offsite storage. The MND considers potential offsite storage and staging. Page 2-7 of the MND states:

"Material storage space on the project site is limited, so EID would require that the contractor make offsite storage arrangements for materials. Staging of equipment on Planeta Way would require the contractor to obtain an encroachment permit from the County Transportation Department. Offsite storage at other locations could occur within 10 miles of the project site. The contractor would be responsible for obtaining any necessary authorizations or permits for the offsite storage. A local marina or boat launch at Folsom Lake would be used for staging, loading, and launch activities associated with the barges and in-water work; all staging, loading, and launch activities at the marina would be located in existing disturbed or paved areas."

2. EID does not have authority to implement this action (i.e. placing telephone and/or power lines underground) and this action does not have a nexus to minimize potential effects associated with the Project.
3. There are no septic facilities located at the Folsom Lake Intake facility. Temporary restroom facilities will be provided during construction.
4. The commenter is referred to Master Response 2 (Traffic) regarding potential traffic-impacts associated with the Project.



Folsom Lake Intake Improvements Project
Initial Study / Mitigated Negative Declaration
COMMENT FORM

Due by: Thursday, April 25, 2019

Name: RAYONA SHARPBACK Organization: 415, 203. 9018, or Resident

Address: 1267 Busselton Way rayona@me.com

Comment: Please write legibly so that your comment or questions can be addressed, thank you.

How do people know these things ^(meetings, decisions) are happening before a neighbor tells me about it? Does it come with my bill? Did you ^{EID} already send me a letter?

Get a public list of the issues visible so we know what you are already taking into consideration!

Comments can be submitted at tonight's community meeting (Thursday, April 24) to an EID representative. Or, email your comment to Brian Deason, Environmental Resources Supervisor at bdeason@eid.org by Thursday, April 25, 2019.

To receive email updates when information is posted to the project webpage go to www.eid.org to sign-up for eNews, select Folsom Lake Intake Project under the News and Calendar categories.

Project Webpage: www.eid.org/FolsomLakeIntakeProject

1. There are several ways to be informed of the Project and other EID activities:
 - **eNews:** Sign up to receive an eMail notifications when updates are posted. Here's how: Go to www.eid.org select [eNews Sign Up](#) (on the right menu bar). Select the categories you are interested in. After you sign up, go to your email account to verify your email address to complete the process.
 - For Project-specific information:
 - **Project Website:** www.eid.org/FolsomLakeIntakeProject
 - **Phone:** 530.622.4513, ask for a project representative.
 - **Project Related Questions:** eMail FLIntake@eid.org

2. All public comments received on the Project will be posted on the Project Website: www.eid.org/FolsomLakeIntakeProject



Folsom Lake Intake Improvements Project
Initial Study / Mitigated Negative Declaration

COMMENT FORM

Due by: Thursday, April 25, 2019

Name: Wendy Stepian Organization: Resident, or Resident

Address: 467 Guadalupe Dr. EDH

Comment: *Please write legibly so that your comment or questions can be addressed, thank you.*

1 Hours of operation for contractors should be more restricted: work should not continue after 6:00 pm and preferably not on weekends, definitely not on Sundays. Residents need evenings and weekends to spend at their homes in a peaceful manner without having to endure noisy trucks.

2 The ^{EDH} Fire Dept is looking into using a barge with pumps to provide water / fire protection during fire season. Could you work with them to man the barge with pumps to provide the additional fire protection during the project? Win/win - give the residents an added benefit for enduring the noise and traffic disruptions.

Comments can be submitted at tonight's community meeting (Thursday, April 24) to an EID representative. Or, email your comment to Brian Deason, Environmental Resources Supervisor at bdeason@eid.org by **Thursday, April 25, 2019**.

To receive email updates when information is posted to the project webpage go to www.eid.org to sign-up for eNews, select Folsom Lake Intake Project under the News and Calendar categories.

Project Webpage: www.eid.org/FolsomLakeIntakeProject

1. The commenter is referred to Master Response 6 (Work Hours and Construction Schedule) regarding work hours associated with the Project.
2. The commenter is referred to Master Response 9 (Wildfire) regarding wildfire concerns associated with the Project.



Folsom Lake Intake Improvements Project
Initial Study / Mitigated Negative Declaration
COMMENT FORM

Due by: Thursday, April 25, 2019

Name: Phil Gray Organization: _____, or Resident

Address: 1518 Planeta

Comment: *Please write legibly so that your comment or questions can be addressed, thank you.*

Please see email I sent.

philgray1@gmail.com

michaelroypizza@gmail.com

Comments can be submitted at tonight's community meeting (Thursday, April 24) to an EID representative. Or, email your comment to Brian Deason, Environmental Resources Supervisor at bdeason@eid.org by Thursday, April 25, 2019.

To receive email updates when information is posted to the project webpage go to www.eid.org to sign-up for eNews, select Folsom Lake Intake Project under the News and Calendar categories.

Project Webpage: www.eid.org/FolsomLakeIntakeProject

From: Phillip Gray <philgray1@gmail.com>
Sent: Wednesday, April 24, 2019 9:20 AM
To: Deason, Brian
Subject: Folsom Lake Intake Improvements Project
Date: Wednesday, April 24, 2019 9:19:43 AM

Dear Mr. Deason:

We received the Notice of Continued Public Hearing, Notice of Additional 10-Day Public Review Period and Notice of Community Meeting both in the US mail and attached to our front door last week. However, we did not receive any prior notices of the proposed project. Regardless, we appreciate the current notice and chance to respond to the proposed project.

In reviewing the Initial Study and Mitigated Negative Declaration, we have a number of questions, concerns and comments (Please see the numbered items below). We hope these questions, concerns and comments are addressed at the Community Meeting tonight (4/24/19). If our issues are not addressed satisfactorily, or new issues arise as a result of the Community Meeting tonight, we will submit our concerns and comments to you before close of business tomorrow.

1. New Bridge Crane -

We understand the dimensions, but what will it physically look like? We have not seen any photos or renderings of this equipment. Describe the operation. Will it remain extended 25 feet in the air all year? Or, is it telescoping and will it be lowered when not in use the promised 2 – 3 times per year?

2. 7,000 Gallon Surge Tank -

We understand this tank is an increased size. Will it be more noisy than the existing tank?

3. Dust and Debris -

The previous project to install a new 30” transmission main some years ago pretty much destroyed our pool and left a layer of dust in our house. We needed to replace the filtration system and eventually had to have our pool resurfaced. How will this project mitigate this problem?

El Dorado Hills has naturally occurring asbestos in the ground. Is this a problem at the proposed project site, and if so, how will it be mitigated?

4. Current Transmission Main -

Is the current transmission main sufficient for the new pumping capacity, or will it need to be replaced?

5. Road Destruction -

EID maintenance crews and past EID construction projects using heavy equipment have significantly degraded Planeta Way. DOT has promised that Planeta Way will be resurfaced this spring. It does not make sense to resurface before any proposed project is completed. Will EID coordinate with DOT and MAKE certain we get a resurfaced street at the end of the project?

6. Project Schedule -

With the new review period, has the project schedule shifted?

7. Parking -

Planeta Way has an ongoing significant problem with people illegally parked on our street. During Fire Safe Council meetings we have been instructed by the CHP, Sheriff and Folsom Lake State Park personnel to call the CHP for parking violations and the El Dorado County Sheriff for other types of offenses. The IS/MND states up to 20 construction staff will be in the area at certain times during the project. How will neighbors know whether to call the CHP or Sheriff if “others” are parked on our street? Can EID assure us that they will be parked below the gate on Planeta Way?

8. Power Line -

Is the power line sufficient or will the pole/line need to be replaced and potentially increased in height? Will there be any disruption to our power?

9. Project and Ongoing Noise -

The current site has significant noise (especially slipping belts). Over the years, the noise level has continued to increase. Will the new facility roll the noise level back to the way it was when the current equipment was newer (maybe 10 years ago)? If the noise levels start at equal to that of the current equipment, we have a major concern since aging equipment seems to get noisier. Will we be notified in advance of blasting or any other major noise producing activities?

10. Wildfire -

The MND states that fire hazard is “no impact”. However, our insurance company has rated our area as 9 out of 10 as far as wildfire risk. “No Impact” seems inappropriate. How will EID mitigate this risk?

11. Aesthetics -

The aesthetics section states there is a "less than significant risk" of degrading the visual character or quality of views. We found this to be very insulting and feel this project could have the impact of degrading our views of the woodland hills and the lake and potentially impacting the value of our property. Please address this issue.

Sincerely,

Phillip Gray
Michael Pizza
1518 Planeta Way
El Dorado Hills, CA 95762
916.933.0370

1. The commenter is referred to Master Response 5 (Aesthetics) regarding information about the crane hoist.
2. The new surge tank is not a source of noise. The commenter is referred to Master Response 3 (Noise) regarding noise associated with post-Project operations.
3. The commenter is referred to Master Response 4 (Air Quality) regarding information about dust emissions. Page 3-31 of the MND addresses asbestos at the Project site "The project site is not located in an area identified as more likely to contain asbestos by the California Department of Conservation, or an area where Naturally Occurring Asbestos has been found as of August 22, 2018 (El Dorado County 2018)." Asbestos Review Area Map, El Dorado County:
<https://www.edcgov.us/Government/AirQualityManagement/Documents/Asbestos%20Review%20Map%208-22-18.pdf>
4. The Project does not involve replacement of the existing transmission main. Page 2-6 of the MND states: "The individual lake pump discharge pipes would be 12 inches in diameter and would connect to a 30-inch-diameter discharge header at the top of bank that would be routed to the existing 30-inch transmission main that leaves off site." Please note that the Project does not increase the capacity or change the use of the existing facilities being replaced. The commenter is referred to Master Response 7 (Population Growth) for information about pumping capacity.
5. EID will coordinate with El Dorado County Department of Transportation. The commenter is referred to Master Response 2 (Traffic) for information regarding road repairs.
6. The commenter is referred to Master Response 6 (Work Hours and Construction Schedule) for information regarding Project schedule.
7. The commenter is referred to Master Response 2 (Traffic) for information regarding construction traffic along Planeta Way.
8. The existing powerline is sufficient under the current conditions but may need to be modified to conform with PG&E's current standards. The only power outage that is anticipated would be a short duration outage to transfer service to new electrical switchgear.
9. The commenter is referred to Master Response 3 (Noise) for information regarding construction-related and post-Project operations related noise.
10. The commenter is referred to Master Response 9 (Wildfire) regarding information about fire hazards.
11. The commenter is referred to Master Response 5 (Aesthetics) regarding information on visual resources.



Folsom Lake Intake Improvements Project
Initial Study / Mitigated Negative Declaration

COMMENT FORM

Due by: Thursday, April 25, 2019

Name: Ray Myers Organization: LFOA, or Resident

Address: 1811 Hampshire Place

Comment: *Please write legibly so that your comment or questions can be addressed, thank you.*

Who and how are you notifying All residents impacted
LFOA manages Francisco from Green Valley to Lake Hills
development. You need to contact LFOA which controls all
of the adjacent properties along 1.6 miles of Francisco
LFOA has direct contact with all of those homes & businesses.

My email is mirroads@gmail.com

The property manager is Ashley Brandt@Helsing
abrandt@helsing.com

Comments can be submitted at tonight's community meeting (Thursday, April 24) to an EID representative. Or, email your comment to Brian Deason, Environmental Resources Supervisor at bdeason@eid.org by Thursday, April 25, 2019.

To receive email updates when information is posted to the project webpage go to www.eid.org to sign-up for eNews, select Folsom Lake Intake Project under the News and Calendar categories.

Project Webpage: www.eid.org/FolsomLakeIntakeProject

1. The commenter is referred to Master Response 1 (Public Noticing) regarding CEQA requirements for public noticing of the Project.

From: [Mel Koenig](#)
To: [Deason, Brian](#)
Subject: Folsom Lake Intake Improvement Project
Date: Thursday, April 25, 2019 11:32:56 AM

Brian,

Thanks for making yourself and staff available for a community meeting last night at the EDH Fire Station. I found the session informative.

Here are my concerns/questions:

1. Will you identify specific areas for location of contractor equipment and vehicles (off the immediate site) when they are not in use?
2. Will you work poll the neighbors/neighborhoods directly affected by the location of equipment for common agreement?
3. Will your contract restrict the movement of equipment down Francisco during school hours (Marina View Middle School and Lake Forest Elementary) and especially at times during normal student arrival and departure times?
4. What can be done to shorten the performance period on the contract? 18 months is a long time.
5. Will EID search for additional Federal and State grants to reduce the cost to our community?

Your response would be appreciated. Thank you.

Mel Koenig
2059 Vista Mar Dr.
El Dorado Hills, CA
916-708-0006

1. The Contractor will be responsible for securing any necessary authorizations or permits for offsite storage. The MND considers potential offsite storage and staging. Page 2-7 of the MND states:

"Material storage space on the project site is limited, so EID would require that the contractor make offsite storage arrangements for materials. Staging of equipment on Planeta Way would require the contractor to obtain an encroachment permit from the County Transportation Department. Offsite storage at other locations could occur within 10 miles of the project site. The contractor would be responsible for obtaining any necessary authorizations or permits for the offsite storage. A local marina or boat launch at Folsom Lake would be used for staging, loading, and launch activities associated with the barges and in-water work; all staging, loading, and launch activities at the marina would be located in existing disturbed or paved areas."

2. In an effort to minimize inconvenience to residents in the area, EID plans to continue coordinating with residents leading up to and during Project implementation. EID plans to keep residents informed by sending Project mailer before construction begins, maintaining the Project website, providing email notifications with Project updates, and providing look ahead schedules describing upcoming Project activities.
3. The contract documents for the Project do not limit the Contractors use of Francisco Drive during school hours. The commenter is referred to Master Response 2 (Traffic) for information regarding construction-related traffic.
4. The commenter is referred to Master Response 6 (Work Hours and Construction Schedule) for information on Project schedule.
5. The commenter is referred to Master Response 10 (Project Funding) for information on Project costs and the Federal funding available for the Project.

From: [Lindy Lee](#)
To: [Deason, Brian](#)
Cc: [Heidi Hannaman](#); [Abercrombie, Jim](#); [Mueller, Brian](#); [Money, Jon](#); [Raffety, Michael](#); [Sullivan, Jennifer](#); [Osborne, George](#); [Dwyer, Pat](#); [Day, Alan](#); bosone@edcgov.us; [Anzini, Lori](#); [Brian Lovell](#)
Subject: Comments for the Negative Declaration of the Folsom Lake intake improvement Project.
Date: Thursday, April 25, 2019 9:43:33 AM
Attachments: [El Dorado Irrigation District.docx](#)
[eidCommunity Meeting about increase.doc](#)

1

Two sets of comments for the MND Folsom Lake Intake Improvement Project. In addition would it be possible to get the real financial plan for this project. What is Rate Payer direct contribution, what will be bonded, what is Fed participation, is there any money from the housing developers. There seems to be a lot of confusion. If this is suppose to out for Bid in the next two or three months the financing should be set.

Thank you for the information at the meeting.

Lindy Lee

1. The commenter is referred to Master Response 10 (Project Funding) for information on Project costs and funding sources.

Attachment 1 from Lindy Lee email (April 25, 2019)

Re: Community Meeting, 4/24/19

Please explain the Environmental Assessment by the Bureau of Reclamation which makes the claim that the purpose of the Temperature Control Device (TCD) for cold water to fish is to allow EID to double the amount of Bureau of Rec water it can pump from Folsom Lake to provide for future housing development and vineyards.

1

It states that EID is currently permitted to pump 8500 acre-feet/year, and with the installation of the TCD, will be permitted to pump an additional 8,500 acre-feet/year, for a total of 17,000 acre-feet/year.

In the Community Meeting, EID Engineer Brian Mueller said EID currently pumps about 10,000 acre-feet/year from Folsom Lake. He also said the increase in allowed pumping by Bureau of Rec, from 8,500 to 17,000 acre-feet/year, couldn't really happen because the water treatment plant can't process that much water.

The water treatment plant can process 19 million gallons/day, which is 21,000 acre-feet/year, so it appears it can handle the present 10,000 acre-feet/year plus the additional 8,500 acre-feet/year that EID will be permitted to pump after the installation of the TCD.

So it does appear that the main part of this project is to install a TCD to allow EID to take an additional 8,500 acre-feet/year from Folsom Lake, nearly doubling the capacity from the present 10,000 acre-feet/year to 18,500 acre-feet/year. All to provide water for future housing development and vineyards.

1. The commenter is referred to Master Response 7 (Population Growth) for information regarding capacity of the facilities and population growth.

Attachment 2 from Lindy Lee email (April 25, 2019)

El Dorado Irrigation District
Folsom Lake Intake Improvements Project Comments,
2890 Mosquito Road,
Placerville, CA 9667

April 24, 2019

Re: El Dorado Irrigation District Initial Study/Proposed Mitigated Negative Declaration of April 2019 for Folsom Lake Intake Improvements Project

To Whom It May Concern:

I am submitting the following comments on the El Dorado Irrigation District Initial Study/Proposed Mitigated Negative Declaration of April 2019 for Folsom Lake Intake Improvements Project.

Page 1-2 of MND states "If there is substantial evidence ... that a proposed project, ... may have ... potentially significant impact ... the lead agency must prepare an EIR."

Page MND-iii, FINDINGS, 7. "The environmental effects of the proposed project would not cause substantial adverse effects on human beings, either directly or indirectly."

Page 3-57, Mandatory Findings of Significance, 3.21.2c) The proposed project...would not cause...adverse effects on human beings, either directly or indirectly."

The writer of the comments below is a human being who will have substantial adverse effects from the proposed project.

1

Page 3-3, Evaluation of Environmental Impacts, 2) "All answers must take account of the whole action involved, ... indirect as well as direct, and construction...impacts. ...are routine, minimal, and essentially the same as current operations ... " The findings in this MND directly contradict this statement, including discussion of heavy truck traffic, heavy excavation equipment, a construction barge, and blasting, none of which is a part of routine operations at the pump station.

2

Page MND-i states "Project to take ... 18 months." Page 3-29 states "Construction ... to occur over ... 19 months." Page 3-49 states "The construction period would extend for 10 months..." While there is considerable discrepancy in these time frames, none of them should be considered "short-term" regarding impacts of air pollution or noise pollution on nearby residents.

Page 3-48 states "Construction-related activity from the proposed project may ...

3

disrupt the existing transportation network in the...project area.... existing roadway...conditions may be degraded ... up to 1000 truck trips could occur, for an average of ... five truck trips per day.” This statement clearly shows the project may have potentially significant impact.

4

Page 3-36 states “No refueling, storage, servicing, or maintenance of equipment shall take place on the shore within 100 feet of the ordinary high water mark of Folsom Lake.” As the entire project site is within 100 feet of the high water mark, fueling and servicing of equipment will require the equipment to be serviced on the driveway adjacent to two residences, or moved off-site daily, past these two residences. Page 3-11 states “Some members of the population are especially sensitive to emissions of air pollutants and should be given special consideration during the evaluation of the project’s air quality impacts... The nearest sensitive receptor... is located...200 feet from project site. Because of the distance... impact...would be less than significant.” This finding does not account for the impact of diesel emissions on “sensitive receptors” in the two residences adjacent to the driveway through which the construction traffic will pass at essentially zero feet, therefore is factually inaccurate.

5

Section 3.13 Noise, shows expected equipment noise to be in the range of 75dB to 89dB, and relies on the county Code that exempts construction noise from noise standards to find “less than significant” impact. Ambient noise at the site is in the range of 40dB to 50dB, so proposed noise levels will have a “potentially significant impact”.

6

While CEQA authorizes lead agencies to rely on existing environmental standards adopted by other regulatory agencies as significance thresholds, the lead agency remains obligated to consider evidence that an impact may still be significant, notwithstanding compliance with a regulatory standard. This MND finds that construction traffic and construction site noise and emissions meet existing environmental standards, thus have no significant impact. These findings have not considered substantial evidence that impact from construction activities and traffic may still be significant, regulatory compliance notwithstanding

July 2016, US Bureau of Reclamation prepared an Environmental Assessment of the Long-Term Warren Act Contract between the El Dorado Irrigation District and the United States.

This Environmental Assessment is an analysis of the effects of EID increasing Folsom Lake pumping, from the presently allowed 8500 acre-feet per year, to a proposed amount of 17,000 acre-feet per year.

7

Section 1 Introduction, discusses population growth and increased interest in vineyards in El Dorado County, as the reason EID is engaged in acquiring new water supplies to meet these projected future demands.

The Environmental Assessment section 2.2.1 states that before EID can pump the increased amount, it will be required to install a Temperature Control Device to preserve cold water for downstream fish (or make an equivalent financial contribution).

The following statements from the EID Negative Declaration appear to directly contradict this Bureau of Reclamation report, and show the MND to be substantially incorrect in it's entire premise:

The opening paragraph of the MND states "The proposed project does not increase the capacity...of the existing facilities...the project includes: 1) constructing a temperature control device...to preserve the cold-water pool...to help...downstream fish..."

MND Section 3.14 Population and Housing, page 3-45, states "No additional water supplies...are...part of the proposed project. Therefore, the proposed project would have no potential to directly or indirectly induce population growth."

Section 3.3 Air Quality, page 3-9, states "It would not result in any...increased population or employment growth."

The above comments taken individually and collectively should warrant EID rejecting the MND and preparing a complete Environmental Impact Report for this proposed project.

1. Page 3-3 of the MND describes the criteria used to evaluate environmental impacts. Item 2 states:

"All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts. Operations and maintenance impacts of the proposed project are routine, minimal, and essentially the same as current operations and maintenance of the existing facilities. There is no potential for significant impacts to any resource category from project operations and maintenance of the existing and proposed facilities."

This statement describes that the analysis must consider not only construction-related impacts, but also post-Project operation of the facility. This statement accurately depicts that the post-Project operation of the facility will be essentially the same as current operations.

2. The commenter is referred to Master Response 6 (Work Hours and Construction Schedule) for information related to Project schedule. CEQA does not define short-term vs. long-term schedules. EID considers the Project to be short-term in that construction would occur over a short timeframe relative to the lifespan of the facility.
3. The commenter is referred to Master Response 2 (Traffic) for information regarding construction-related traffic.
4. While a good portion of the Project site is located within 100 feet of the ordinary high water mark of Folsom Reservoir, the commenter incorrectly states that the entire Project site is located within 100 feet of the high water mark of Folsom Reservoir. The MND identified 200 feet as the distance to the nearest sensitive receptor. This distance is considered reasonable for considering potential effects to sensitive receptors because construction activities would occur at varying distances from the nearby residences, emissions would occur intermittently throughout the day, and construction activities would continue intermittently throughout the duration of the Project. The commenter is referred to Master Response 4 (Air Quality) for more information related to sensitive receptors.
5. The commenter is referred to Master Response 3 (Noise) for information regarding Project-related noise.
6. Page 3-2 of the MND concludes that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the project proponent. The Evaluation of Environmental Effects on page 3-3 of the MND outlines the criteria utilized to analyze the potential environmental effects. Based on the analysis contained in the MND, there is no substantial evidence that the Project will have a significant effect on the environment.

7. The commenter is referred to Master Response 7 (Population Growth) for information regarding population growth and capacity of the Project facilities.

From: Lindy Lee <lindylovell@gmail.com>
Sent: Tuesday, April 30, 2019 9:15 PM
To: Deason, Brian <bdeason@eid.org>
Cc: Heidi Hannaman <Heidi.Hannaman@asm.ca.gov>; Abercrombie, Jim <jmabercrombie@eid.org>; Mueller, Brian <BMUELLER@eid.org>; Money, Jon <jmoney@eid.org>; Raffety, Michael <mraffety@eid.org>; Sullivan, Jennifer <jsullivan@eid.org>; Osborne, George <GOsborne@eid.org>; Dwyer, Pat <pdwyer@eid.org>; Day, Alan <aday@eid.org>; bosone@edcgov.us; Anzini, Lori <lanzini@eid.org>; Brian Lovell <brian_lovell@yahoo.com>
Subject: Questions on the Folsom Lake intake improvement Project.

Hi Brian,

After the meeting we realized that there are two different measures of pump plant capacity here: the daily volume the plant can pump, and the annual volume allowed.

1 EID states in the environmental document there will be no change to plant capacity. Period. But this only refers to the daily capacity.

The Bureau of Reclamation environmental document makes clear that the only reason to install the Temperature Control Device is to double the annual amount of Bureau of Rec water, which nearly doubles the amount the station can pump.

Why did the EID environmental document make no mention of the increase in annual capacity?

When questioned about it at the 4/24/19 Community Meeting, EID staff did concede the project will increase the annual capacity to provide for future development and to allow the sale of water to other districts.

2 I would like to see the budget comparison, including annual capital cost with bond finance charges, and the operation and maintenance costs of the proposed project with the TCD vs just replacing the old pumps. As this information should be in the project report and not the environmental document. I understand that we can't get the entire report due to homeland security issues, but the financial information should be available.

3 I would also like to see the projections of when future development of housing and vineyards will require the extra capacity that will be provided by the TCD. Would the projected life of the new pumps last until the doubled annual capacity is actually needed? Have any projections been made of income from water sales to other districts.

If this information is not available I would appreciate a email back.

Thank you

Lindy Lee

1. The commenter is referred to Master Response 7 (Population Growth) for information regarding population growth and capacity of the Project facilities.
2. This comment does not address the CEQA environmental document. The commenter is referred to EID's website for additional information regarding EID finances.
3. The commenter is referred to Master Response 7 (Population Growth) for information regarding population growth and capacity of the Project facilities.

ATTACHMENT

Refer to Comment 04 / Response 04

Attachment from April 5, 2019 email from Jon Money to Lindy Lee

**Pre-Qualification of Construction Contractors Seeking to Bid on the
Folsom Lake Intake Improvements Project**

Project No. 15024.01

January 4, 2019



El Dorado Irrigation District

RFQ18-05

**PRE-QUALIFICATION
OF
CONSTRUCTION CONTRACTORS
SEEKING TO BID ON THE
FOLSOM LAKE INTAKE IMPROVEMENTS
PROJECT**

PROJECT No. 15024.01

JANUARY 4, 2019

Qualifications Due: Friday, February 8, 2019, 3:00 PM

In accordance with the Americans with Disabilities Act and California law, it is the policy of the El Dorado Irrigation District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the District to make reasonable arrangements to ensure accessibility. The District ADA Coordinator can be reached at: Phone: (530) 642-4045; e-mail: adacoordinator@eid.org

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ATTACHMENT:
 FIGURE 1 – PROJECT SITE PLAN (1 PAGE)

REQUEST FOR PRE-QUALIFICATION OF BIDDERS

Notice is hereby given that this Request for Pre-Qualification of Bidders, RFQ18-05, is issued by the El Dorado Irrigation District to pre-qualify all contractors that are interested in bidding on the Folsom Lake Intake Improvements Replacement Project (Project), Project No. 15024.01.

The Project is located in El Dorado Hills, California in El Dorado County approximately six miles north of US Highway 50 adjacent to Folsom Lake. The purpose of the Project is to replace two existing intake structures and associated in-lake pumps and onshore booster pumps with a new temperature controlled intake structure and new in-lake pumps. The project will also include electrical and control system improvements, electrical building modifications, HVAC modifications, demolition of an existing and construction of a new surge protection tank, construction of a new overhead bridge crane and pump removal system, and miscellaneous piping and grading improvements. The current pump station provides up to 17MGD raw water to the El Dorado Hills Water Treatment Plant which in turn provides treated potable water to the majority of El Dorado Hills.

EID is looking for Contractors who have the demonstrated experience in delivering high quality water supply projects in a safe and effective manner under compressed schedules. A California Classification “A” contractor’s license is required. Prior experience with public water systems including pumps, casings, and pipeline modifications, hard rock excavations including blasting, and with methods of underwater construction are also required.

The anticipated work for the Project generally consists of the following tasks which are also roughly detailed on the attached Figure 1 - Project Site Plan:

In-Lake Construction

- Proactive construction scheduling based on predicted and actual Folsom Lake Levels which vary significantly throughout the year and from year to year
- Removal of A-Side and C-Side in-lake pumps, casings, support structures, and appurtenances
- Construction of approximately two hundred fifty feet of 36-inch diameter pump casing with associated drilled casing foundation supports, intake structures, and pneumatic actuators within the 100-year flood plain of Folsom Lake
- Coordination of barge crews, divers, and ground excavation crews based on lake level

Site Modifications

- Clearing, grubbing, and tree removal as required
- Hard rock excavation including blasting
- Demolition of A-Side and C-Side piping and booster pumps, motor controls centers, duct banks, vaults, and appurtenances
- Removal of electrical duct banks, switchboards, transformers, and miscellaneous electrical equipment as indicated

- Removal of nine-foot diameter surge tank and appurtenances
- Construction of new 7,000 gallon surge tank
- Construction of 30-inch cement mortar lined on-site piping
- Construction of new overhead bridge crane and pump removal system
- Placement of four new 500-horsepower submersible pumps with associated discharge piping and cable
- Electrical expansion of south side of existing site including grading and placement of retaining wall structures
- Construction of new transformers, electrical vaults, motor control centers and switchgear
- Waterproofing and modification to existing controls building
- Fencing modifications and improvements

Because the Folsom Lake Intake is critical to provide a reliable supply of potable water to the residents of El Dorado Hills, outages and interruptions to service must be planned and scheduled in advance, and must be temporary in nature unless planned during scheduled seasonal outages. The Project requires the effective execution of an aggressive and complex schedule during various parts of the Project, and planned contingencies for construction based on varying lake levels. It cannot be over-emphasized how critical it is to successfully execute the challenging, multi-disciplinary, weather vulnerable, and schedule-compressed work during any critical phases of work.

Project construction is planned for spring 2019 through fall 2020. It is anticipated that in-lake work will be completed in the fall when water levels within the lake are generally lower and water demands from the Folsom Lake Intake are minimized. It is anticipated that all required regulatory authorizations will be granted in time to allow the 2019 start date. However, if there is a delay, the bidding contractors will be notified and the prequalification list will still be effective for at least one year thereafter. The construction cost is estimated at \$22.3 million.

Plans and Specifications are not provided with this pre-qualification document. Figure 1 and the Project descriptions provided within this pre-qualification document are intended as a summary only and to provide sufficient scope to complete this pre-qualification. The included project descriptions do not necessarily represent all critical elements of the Project. All qualified bidders are encouraged to pay close attention to the plans and specifications when they are released for bid in late February or early March.

All contractors that are interested in applying for pre-qualification must fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by the District to be on the final list of qualified contractors to perform the Project. Bids for the Project will not be accepted from any contractor that is not on the final list of qualified contractors as determined by the District.

If two or more business entities submit a bid as part of a joint venture, or expect to submit a bid as part of a joint venture, each entity within the joint venture must be separately qualified to bid.

Answers to all questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, Contractor References, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. The District will use these documents as the basis of rating contractors in this pre-qualification process. The District reserves the right to check any and all other available sources of information that bear upon a contractor's qualifications to perform the Project. The District's decision will be based on objective evaluation criteria.

Two (2) printed copies of the completed pre-qualification questionnaire and any addenda shall be submitted to District in a sealed envelope labeled:

**“CONFIDENTIAL – Attention: Contracts Management
RFQ18-05 - Pre-Qualification Application for the
Folsom Lake Intake Improvements Project
Project No. 15024.01”
And Bidder's name**

One (1) printed copy (labeled “CONFIDENTIAL FINANCIAL INFORMATION FOR QUALIFICATION FOR THE DISTRICT” with the RFQ number, project name, project number, and Bidder's name) containing all financial information of Bidder shall be submitted within a separate sealed envelope inside of the overall sealed envelope.

Sealed completed pre-qualification applications will be received no later than 3:00 p.m., local time, on February 8, 2019 at El Dorado Irrigation District's Customer Service Building, first floor, located at 2890 Mosquito Rd., Placerville, CA 95667. All pre-qualification questionnaire envelopes will be time stamped to reflect their submittal time. Pre-qualification questionnaires received after the submission deadline will not be accepted and will be returned unopened. The District will not accept pre-qualification questionnaires submitted by e-mail or facsimile transmission.

The Reference forms (Part IV), to be sent directly to the District by the Contractor References, must be received no later than 3:00 p.m., local time, on February 22, 2019 at El Dorado Irrigation District's Customer Service Building, first floor, located at 2890 Mosquito Rd., Placerville, CA 95667. It is the Contractor's responsibility to ensure the forms are received by the District on time.

The District reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification rating.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist the District in determining bidder responsibility prior to bid and to aid the District in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor

any pre-qualification rating, will preclude the District from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

All questions about the meaning or intent of the pre-qualification documents must be submitted in writing via e-mail to Project Manager, Jon Money, P.E., no later than 9:00 a.m. local time on Wednesday, January 30, 2019.

ATTN: Jon Money
E-mail: jmoney@eid.org

Questions received after this deadline will not be considered by the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by written addenda and posted to the District's website at <http://www.eid.org/doing-business-with-eid/procurement-and-contracts>. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications of any pre-qualification materials or requirements will be without legal effect. However, District may, upon inquiry by contractor, orally direct contractor's attention to specific provisions of the pre-qualification materials which cover the subject of the inquiry. In addition:

- a. Addenda may also be issued to modify the pre-qualification materials as deemed advisable by the District.
- b. **Addenda shall be acknowledged by number with signature** in contractor's pre-qualification application and shall be part of the pre-qualification documents. A complete listing of addenda may be obtained from the District.

The pre-qualification packages (questionnaire answers and financial statements) submitted by contractors and reference forms submitted by Contractor References are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the completed questionnaire will be used for that purpose.

Each questionnaire and Contractor Reference form must be signed under penalty of perjury in the manner designated at the end of the form by an individual who has the legal authority to bind the contractor on whose behalf that person is signing. If any information provided by a contractor becomes inaccurate, the contractor must immediately notify the District and provide updated accurate information in writing, under penalty of perjury.

The District reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project.

A contractor's failure to submit all required information entitles the District to reject the pre-qualification application as non-responsive. There is no appeal from a rejection for an incomplete or late application, but re-application for a later project is permitted.

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be made. An appeal is begun by the contractor delivering notice to the District (Attention: Office of the General Counsel) of its appeal of the decision with respect to its pre-qualification rating, no later than ten calendar days following District's posting of the results of the pre-qualification process for the Project in the glass case outside the front door of the District's main office and on the District's website at www.eid.org. The procedure and time limits set forth herein are mandatory and are contractor's sole and exclusive remedy in the event of a protest of the results of this pre-qualification process. Contractor's failure to comply with these procedures shall constitute a waiver of any and all rights to challenge the decision of the District, whether by administrative process, judicial process or any other legal process or proceeding. A contractor may not rely on an appeal submitted by another contractor, but must timely pursue its own appeal.

The District will use reasonable efforts to deliver by e-mail a copy of this notice of the results of the pre-qualification process to all contractors who submitted pre-qualification applications no later than the business day after issuance of the notice, although any delay or failure to do so will not extend the appeal deadline described herein. The District will also post the notice to the District's website.

Contractor's initial appeal must contain a complete statement of the basis for the appeal. The appeal must refer to the specific portion of the pre-qualification materials that forms the basis for the appeal. The appeal must include the name, address, telephone number, fax number and e-mail address of the person representing the appealing party. Only contractors who have submitted timely, complete pre-qualification applications are eligible to appeal. Appeals from any other contractor will not be considered.

Upon receipt of a timely notice of appeal meeting the requirements stated herein:

- a. The District will provide written notification to contractor of the basis for contractor's disqualification and any supporting evidence that has been received from others or adduced as a result of an investigation by the District.
- b. Contractor will be given the opportunity to submit a written rebuttal of any evidence used as a basis for disqualification and to present written evidence to the District as to why the contractor should be found qualified.

- c. If timely requested by contractor, the District will also conduct a hearing for the same purpose as Item b above, which will be an informal process before a panel of District staff including: (i) the Director of Engineering, or his or her designee; (ii) the General Counsel, or his or her designee; and (iii) and the General Manager or his or her designee.
- d. The District will render its decision on the appeal no later than four business days prior to the last date for the receipt of bids on the Project. It is the intention of the District that the date for the submission and opening of bids for the Project will not be delayed or postponed to allow for completion of an appeal process.

NOTICE: In addition to this pre-qualification process for prime contractors, the District may also require post-bid qualification review of all designated subcontractors to be listed for the Project.

PRE-QUALIFICATION QUESTIONNAIRE

**To be completed by Contractor
and two copies returned to the District
(pages 8 - 23)**

PRE-QUALIFICATION QUESTIONNAIRE

CONTACT INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on license*) Partnership
 Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

* A subsidiary corporation may submit an application under its own Contractor's license number and complete questionnaire based on that firm's experience/qualifications.

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that the information provided with this prequalification package is true and correct.

Print Name of Contractor's Representative

Title

Signature

Date

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 6 is “no.”¹

Contractor will be immediately disqualified if the answer to any of questions 7 through 11 is “yes.”² If the answer to question 10 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
 Yes No
2. Contractor has a liability insurance policy with a policy limit of at least \$5,000,000 per occurrence and \$10,000,000 aggregate.
 Yes No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?³
 Yes No

NOTE: A financial statement must be either reviewed or audited to be acceptable. If a letter verifying availability of a line of credit is attached, it will be considered supplemental information only, and is not a substitute for the required financial statement.

5. Contractor has an Experience Modification Rate (EMR) (California workers’ compensation insurance) of less than 1.0 for each of the past three premium years.
 Yes No

¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in Footnote 3.

² A contractor disqualified solely because of a “Yes” answer given to question 7, 8, 9, or 11 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 percent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 percent of that amount, therefore, is \$2.5 million. If the applicant intends to declare exemption, a statement must be submitted verifying the exemption requirements are met and placed within the “CONFIDENTIAL FINANCIAL INFORMATION FOR QUALIFICATION FOR THE DISTRICT” envelope along with the RFQ number, project name, project number, and Bidder’s name). The statement shall be submitted within a separate sealed envelope inside the overall sealed envelope in lieu of the financial statement.

6. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁴
- Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

7. Has your contractor's license been revoked or suspended at any time in the last five years?
- Yes No

8. Have you or your firm been terminated by a project owner within the last ten (10) years?
- Yes No

9. Has a surety firm completed a contract on your behalf or made any payments for completion or settlement as a result of a claim filed by a project owner against your performance bond within the last ten (10) years?
- Yes No

10. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
- Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

11. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
- Yes No

⁴ An additional notarized statement from the surety may be requested by the District at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

PART II. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH LAWS

1. Has CAL OSHA cited your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

Yes No

If “yes,” attach a separate, signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty assessed or paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board, state the case number and the date of the decision, if issued. If no decision has been issued, you may explain the basis of your appeal.

2. Has the federal Occupational Safety and Health Administration cited your firm in the past five years?

Yes No

If “yes,” attach a separate signed page describing each citation. If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you may explain the basis of your appeal.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited either your firm or the owner of a project on which your firm was the contractor, in the past five years?

Yes No

If “yes,” attach a separate signed page describing each citation. If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you may explain the basis of your appeal.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," attach a separate, signed page explaining the reason for the absence of workers' compensation insurance. If "no," provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
 1b. Under the laws of what state: _____
 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name	Contractor's License #	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Contractor’s License #	Construction Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Contractor’s License #	Construction Company	Dates of Person’s Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

- 1c. Provide all the following information for each partner who owns 10 percent or more of the firm participating in the joint venture.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Contractor’s License #	Construction Company	Dates of Person’s Participation with Company

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If “yes,” attach a separate, signed page explaining your answer.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," attach a separate, signed page explaining your answer.

4. Are any corporate officers, partners or owners connected to any other construction firms or holders of any other contractor's license number other than the one(s) listed on this application?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," attach a separate, signed page explaining your answer.

5. State your firm's gross revenues for each of the last three years:

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Is your firm, or any other firm with which you, your officers, partners, or shareholders are associated, currently the debtor in a bankruptcy case?

Yes No

If "yes," attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm, or any other firm with which you, your officers, partners, or shareholders are associated, in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If "yes," attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

C. Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held or previously held by your firm or any officer, owner, partner, or shareholder of your firm within the last five (5) years:

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.
-

11. Has your firm changed names or license number in the past five years?
 Yes No
If "yes," attach a separate, signed page explaining your answer, including the reason for the change.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?
 Yes No
If "yes," attach a separate, signed page explaining your answer, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
 Yes No
If "yes," attach a separate, signed page explaining your answer.

D. Disputes

- 14a. At any time in the last five years, has your firm, or any firm in which an officer, owner, partner, or shareholder of your firm is associated, been assessed liquidated damages after completion of a project under a construction contract with either a public or private owner?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If yes, attach a separate, signed page explaining your answer, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages and your appeal thereof, if applicable.

- 14b. At any time in the last five years, has your firm, or any firm in which an officer, owner, partner, or shareholder of your firm is associated, paid liquidated damages assessed after completion of a project under a construction contract with either a public or private owner?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If yes, attach a separate, signed page explaining your answer, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and paid, and all other information necessary to fully explain the assessment and payment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If "yes," attach a separate, signed page explaining your answer. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," attach a separate, signed page explaining your answer. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner.

17. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

Yes No

If "yes," attach a separate, signed page(s) identifying the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration**?

Yes No

If "yes," attach a separate, signed page(s) identifying the claim(s) by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes No

If "yes," attach a separate, signed page explaining the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," attach a separate, signed page explaining your answer. Name the insurance carrier, the form of insurance and the year of the refusal.

E. Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If "yes," attach a separate, signed page explaining your answer, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If "yes," attach a separate, signed page explaining your answer, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," attach a separate, signed page identifying the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

F. Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last five years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

_____ %

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, attach a separate, signed page providing details indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

G. Prevailing Wage and Apprenticeship Compliance Record

28. During the last five years, has your firm been required to pay either back wages or penalties for your own firm's failure to comply with the **State's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If "yes," attach a separate, signed page describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid, and the amount of back wages and penalties that you were required to pay.

29. During the last five years, has your firm been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If "yes," attach a separate signed page describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid, and the amount of back wages and penalties you were required to pay.

30. Provide the name, address and telephone number of the apprenticeship program sponsor(s) (approved by the California Apprenticeship Council) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by the El Dorado Irrigation District.

Or, if your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

31. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

PART IV. RECENT PUMP STATION CONSTRUCTION OR MODIFICATION PROJECTS COMPLETED

Contractor Experience

The Contractor seeking prequalification shall answer the following questions "yes" or "no" as appropriate, and for "yes" answers, shall provide detailed answers to the following questions and attach them to the questionnaire using additional pages as necessary:

1. Has the Contractor completed a minimum of three (3) new pump station construction/modification or similarly complex projects having some or all of the Folsom Lake Intake work components including a minimum 10 million gallon per day (MGD) capacity of at least \$7 million in value per project during the past 10 years?

Yes No

If "yes," please describe Contractor's experience with pump station projects. The focus of this question is to identify projects completed by Contractor as similar as possible to the scope to the Folsom Lake Intake in both size and scope.

2. Does the Contractor's Project Manager have at least 15 years experience leading construction of similarly complex projects and five (5) years of pump station experience including related appurtenant structures?

Yes No

If “yes,” please describe Contractor’s Project Manager experience in pump station construction and modification projects.

3. Does the Contractor’s superintendent have at least 15 years experience leading construction of similarly complex projects and five (5) years of pump station experience including projects with a minimum 10 MGD capacity?
 Yes No

If “yes,” please describe Contractor’s Superintendent experience in pump station construction and modification projects.

4. Does the Contractor have experience with hard rock excavation and blasting?
 Yes No

If “yes,” please provide a brief summary of the breadth of the programs pertaining to hard rock excavation and blasting including licenses and certifications held.

5. Please indicate whether Contractor has experience in the listed categories, and if “Yes”, please describe on separate pages recent projects that demonstrate successful experience with the following types of project features and/or conditions:

- a. Experience constructing drilled support structures both on shore and underwater from barge structures.

Yes No

If “yes,” please describe

- b. Experience constructing pipelines or casings and supporting structures with barge and underwater divers

Yes No

If “yes,” please describe

- c. Demonstrated experience in executing simultaneous construction of several project features by multiple Contractor crews under severe time constraints during an operating facility scheduled outage

Yes No

If “yes,” please describe

- d. Construction of water control facilities during the winter season

Yes No

If “yes,” please describe

- e. Demonstrated ability to produce accurate, timely, effective construction schedules. Ability to control and maintain the schedule: foresee and mitigate potential delays. Implement self-directed recovery schedules when schedule delays occur.

Yes No

If “yes,” please describe

6. Is the Contractor attaching their Project Management Plan that describes how the following will be performed:
- a. Schedules, Schedule Updates
 - b. Submittals, RFI's
 - c. Change Order Requests
 - d. Monthly Pay Estimates
 - e. Safety Plan and Meetings
 - f. Subcontracts
 - g. Cost Controls
 - h. Communications
 - i. Quality Assurance and Quality Control

The focus on these items should be between the Owner & Contractor and include how subcontracts and suppliers will be managed.

Yes No

7. Has the Contractor provided their firm's organization chart and resumes for the key personnel that would be assigned to the project. Key personnel would be the Project Manager, Project Superintendent, Project Safety Person, Project Engineer, Project Quality Control Manager, and Project Scheduler.

Yes No

In addition to responding to the above questions, the Contractor shall provide information about a minimum of three (3) of its most recently completed pump station construction/modification or similarly complex projects having some or all of the Folsom Lake Intake Project work components conducted within the last ten (10) years. Names and references must be current and verifiable.

The Contractor seeking prequalification is to complete the **"Information in this Section to be Completed by Contractor"** section (Pages 24 and 25) and then provide all of the following four pages (**Pages 24-27**) to each of its References.

The Contractor's reference shall then complete and submit pages 24-27 directly to the El Dorado Irrigation District by the time specified. Additional pages can be added to respond to this solicitation as necessary.

Information in this Section to be Completed by Contractor:

Reference Project Name: _____

Reference Project Location: _____

Reference Project Scope: _____

Final Dollar Value of Construction: _____

Project Start Date: _____

Project End Date: _____

Contractor: _____
(Company Name)

(Contact Name)

(Position during Construction)

(Current Phone Number)

(Address)

(City, State)

(email address)

Contractor: _____
Reference (Company/Agency Name) _____

(Contact Name) _____

(Position during Construction) _____

(Phone Number) _____

(Address) _____

(City, State) _____

(email address) _____

Information in this Section to be Completed by Contractor Reference

Please answer all questions below and sign the last sheet. After completing this reference form, please send directly to the District via US mail or email as indicated below:

El Dorado Irrigation District
2890 Mosquito Road, Placerville, CA 95667
ATTN: Jon Money
OR
Email PDF to: jmoney@eid.org

REFERENCES TO BE RECEIVED NO LATER THAN 3:00 P.M., LOCAL TIME, ON FRIDAY, FEBRUARY 22, 2019.

Are the Project Scope, Names, and Dates listed above for the reference project reasonably accurate?

NOTE: If answer is no, stop completion of form and send to District.

Yes No

Please circle the most applicable number for each of the questions on the following sheet.
 Scoring criteria: 1 = Unsatisfactory, 3 = Meets Expectations, 5 = Exceeds Expectations
 A passing score is an average score of 3 (Meets Expectations).

Question	Score (1 – 5)
1	Rate how well the contractor provided adequate equipment to complete the work? 1 2 3 4 5
2	Rate how well the contractor provided adequately qualified personnel to complete the work? 1 2 3 4 5
3	Rate how well the contractor adequately planned, coordinated, and executed the work? 1 2 3 4 5
4	Rate how well the contractor cooperated in adhering to regulatory requirements? (No regulatory requirements = 3) 1 2 3 4 5
5	Rate how well the contractor anticipated and lessened problems before they impacted the project? 1 2 3 4 5
6	Rate how well the contractor communicated and coordinated in a timely manner with the owner's representatives? 1 2 3 4 5
7	Rate how well the contractor communicated effectively with the owner's representatives? 1 2 3 4 5
8	Rate how well the contractor alleviated or prevented change orders on the project? 1 2 3 4 5
9	Rate how well the contractor provided reasonably priced changes orders? (No Change orders=5) 1 2 3 4 5
10	Rate how well the contractor was timely in providing thorough RFIs, submittals, and change order documentation? 1 2 3 4 5
11	Rate how well the contractor implemented and followed the WPCP and/or SWPPP and maintained BMP's? 1 2 3 4 5
12	Did the contractor submit unsubstantiated claims? (No Claims=5) 1 2 3 4 5
13	Were the contract and intermediate milestones completed on time? 1 2 3 4 5
14	Rate how well the contractor updated the schedule in an accurate, complete, and timely manner? 1 2 3 4 5
15	Rate how well the contractor completed the punch list and closed out documentation in a timely manner? 1 2 3 4 5
16	Rate how well the contractor addressed warranty items? (Not yet in warranty period = 3, No Warranty Items = 5) 1 2 3 4 5
17	Rate the overall quality and workmanship of the completed work? 1 2 3 4 5

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Print Name of Reference Company

Print Name of Reference Representative

Title

Signature

Date

LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

For Reference Only
Not to be Submitted by Contractor

LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

The scorable questions arise in four different areas:

- (I) Compliance with occupational safety and health laws
- (II) History of the business and organizational performance; and
- (III) Compliance with prevailing wage and apprenticeship compliance record;
- (IV) Recent pump station construction or modification projects and quality of performance.

The reference forms on projects completed recently by the contractor are included in section III.

Note: Not all questions in the Pre-Qualification Questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. This document includes only those questions that are "scorable." The question numbers in this document are the numbers used in the Pre-Qualification Questionnaire. Thus, the questions included here may not begin with question 1, and may have breaks in the numerical sequence.

The Scores Needed for Prequalification

To prequalify, contractor must have a passing grade within each of the four categories referred above.

For Section I, Compliance with occupational safety and health laws, the passing score is **20** (of a maximum score of 25 on this portion of the questionnaire) among the 5 questions with 5 points possible for each.

For Section II, History of the business and organizational performance, the passing score is **61** (of a maximum score of 81 on this portion of the questionnaire) among the 17 questions with either 3 or 5 points possible for each.

For Section III, Compliance with prevailing wage and apprenticeship compliance record, the passing score is **15** (of a maximum score of 20 points on this portion of the questionnaire) among the 4 questions with 5 points possible for each.

Section IV, Recent Pump Station Construction or Modification Projects Completed and Quality of Performance, includes a series of Contractor Experience questions, answered by Contractor, and a separate series of questions, answered by Contractor References, of recently completed relevant projects and provided by Contractor References directly to the District.

- The experience questions to be answered by the Contractor will be evaluated with Yes or No answers and will be scored 5 for Yes and 0 for No. The passing score will be **40** out of a maximum of **55** among the 11 questions.
- **To pass the Contractor References section, the District must receive a minimum of three completed reference forms and the Contractor must have a passing score of 64** out of a maximum of **85** among the 17 questions on each of the three reference forms. **The District will review the forms received and**

deemed relevant. Only projects that are deemed “relevant” by the District will be reviewed.

Questions about Compliance with Occupational Safety and Health Laws
(5 questions)

- 1. Has CAL OSHA cited against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?
 Yes No

5 points for “No”
3 points for “Yes” indicating 1 such instance
0 points for “Yes” indicating 2 such instances

- 2. Has the federal Occupational Safety and Health Administration cited against your firm in the past five years?
 Yes No
 If yes, attach a separate signed page describing each citation.

5 points for “No”
3 points for “Yes” indicating 1 such instance
0 points for “Yes” indicating 2 such instances

- 3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?
 Yes No

5 points for “No”
3 points for “Yes” indicating 1 such instance
0 points for “Yes” indicating 2 such instances

- 4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5 points for an answer of once each week or more often
0 points for any other answer

- 6. Within the last five years, has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?
 Yes No

5 points for either “No” or “Yes” indicating 1 such instance
0 points for any other answer

Questions about History of the Business and Organizational Performance
(17 questions)

6. How many years has your organization been in business in California as a contractor under your present business name and license number?

_____ years

3 years or less = 2 points
4 years = 3 points
5 years = 4 points
6 years or more = 5 points

7. Is your firm currently the debtor in a bankruptcy case?

Yes No

“No” = 3 points
“Yes” = 0 points

8. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above).

Yes No

“No” = 3 points
“Yes” = 0 points

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

“No” = 5 points
“Yes” = 0 points

- 14a. At any time in the last five years, has your firm been assessed any liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes No

No projects with liquidated damages of more than \$50,000, or 1 project with liquidated damages of less than or equal to \$50,000 = 5 points

Two projects with liquidated damages of more than \$50,000 = 3 points

Any other answer: 0 points

- 14b. At any time in the last five years has your firm paid liquidated damages assessed after completion of a project under a construction contract with either a public or private owner?
 Yes No

No projects with liquidated damages of more than \$50,000, or 1 project with liquidated damages = 5 points

Two projects with liquidated damages of more than \$50,000 = 3 points

Any other answer: 0 points

- 15. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

- Yes No

“No” = 5 points

“Yes” = 0 points

- 16. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

- Yes No

“No” = 5 points

“Yes” = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past five years, has any claim **against** your firm concerning your firm’s work on a construction project, been **filed in court or arbitration**?
 Yes No

If your firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows:

- 5 points for “No”***
- 3 points for “Yes” indicating 1 such instance***
- 1 points for “Yes” indicating 2 such instances***
- 0 points for “Yes” if more than 2 such instances***

If your firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows:

- 5 points for either “No” or “Yes” indicating 1 such instance***
- 3 points for “Yes” indicating 2 such instances***
- 1 points for “Yes” indicating 3 such instances***
- 0 points for “Yes” if more than 3 such instances***

18. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?
 Yes No

If your firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows:

- 5 points for “No”***
- 3 points for “Yes” indicating 1 such instance***
- 1 point for “Yes” indicating 2 such instances***
- 0 points for “Yes” if more than 2 such instances***

If your firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows:

- 5 points for either “No” or “Yes” indicating 1 such instance***
- 3 points for “Yes” indicating 2 such instances***
- 1 points for “Yes” indicating 3 such instances***
- 0 points for “Yes” if more than 3 such instances***

19. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf in connection with a construction project, either public or private?
 Yes No

5 points for either “No” or “Yes” indicating 1 such claim
0 points for “Yes” indicating no more than 2 such claims
Subtract five points for “Yes” if more than 2 such claims

20. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

**5 points for either “No” or “Yes” indicating 1 such instance
3 points for “Yes” indicating 2 such instances
0 points for “Yes” or if more than 2 such instances**

21. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

**“No” = 5 points
“Yes” = subtract 5 points**

22. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

**“No” = 5 points
“Yes” = subtract 5 points**

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

**“No” = 5 points
“Yes” = subtract 5 points**

25. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

_____ %

**5 points if the rate was no higher than 1.00%
3 points if the rate was no higher than 1.10%
0 points for any other answer**

Reference Only

27. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?
- Yes No
- “No” = 5 points**
“Yes” = 0 points

Questions about Compliance with Prevailing Wage and Apprenticeship Compliance Record
 (4 questions)

28. Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the **State’s** prevailing wage laws?
- Yes No

NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If the firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows:

- 5 points for “No” or “Yes” indicating 1 such instance***
- 3 points for “Yes” indicating 2 such instances***
- 0 points for “Yes” indicating 3 such instances***
- Subtract 5 points for “Yes” if more than 3 such instances**

If the firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows:

- 5 points for either “No” or “Yes” indicating either 1 or 2 such instances***
- 3 points for “Yes” indicating 3 such instances***
- 0 points for “Yes” indicating 4 such instances***
- Subtract 5 points for “Yes” if more than 4 such instances**

29. During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?
- Yes No

If the firm’s average gross revenue for the last three years was less than \$50 million, scoring is as follows:

- 5 points for “No” or “Yes” indicating 1 such instance***
- 3 points for “Yes” indicating 2 such instances***
- 0 points for “Yes” indicating 3 such instances***
- Subtract 5 points for “Yes” if more than 3 such instances**

If the firm’s average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating either 1 or 2 such instances

3 points for “Yes” indicating 3 such instances

0 points for “Yes” indicating 4 such instances

Subtract 5 points for “Yes” if more than 4 such instances

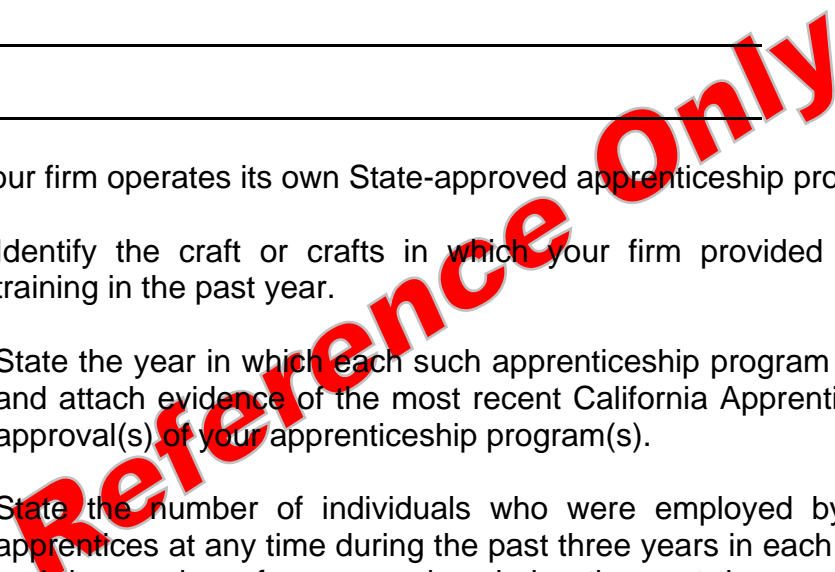
- 30. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Apprenticeship Council) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by the El Dorado Irrigation District.

Or, if your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

5 points if one or more persons completed an approved apprenticeship while employed by your firm or if at least one approved apprenticeship program sponsor is listed

0 points if no persons completed an approved apprenticeship while employed by your firm or no approved apprenticeship program sponsor is listed



31. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If the firm's average gross revenue for the last three years was less than \$50 million, scoring is as follows:

5 points for "No" or "Yes" indicating 1 such instance

3 points for "Yes" indicating 2 such instances

0 points for "Yes" indicating 3 such instances

Subtract 5 points for "Yes" if more than 3 such instances

If the firm's average gross revenue for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating either 1 or 2 such instances.

3 points for "Yes" indicating 3 such instances

0 points for "Yes" indicating 4 such instances

Subtract 5 points for "Yes" if more than 4 such instances

Questions about Recent Pump Station Construction or Modification Projects and Quality of Performance

Contractor Experience (11 questions)

The experience questions to be answered by the Contractor will be evaluated with Yes or No answers and will be scored 5 for Yes and 0 for No. The passing score will be **40** out of a maximum of **55** among the 11 questions.

1. Has the Contractor completed a minimum of three (3) new pump station construction/modification or similarly complex projects having some or all of the Folsom Lake Intake work components including a minimum 10 million gallon per day (MGD) capacity during the past 10 years?

Yes No

If "yes," please describe Contractor's experience with pump station projects. The focus of this question is to identify projects completed by Contractor as similar as possible to the scope to the Folsom Lake Intake in both size and scope.

- 2. Does the Contractor’s Project Manager have at least 15 years experience leading construction of similarly complex projects and five (5) years of pump station experience including related appurtenant structures?

Yes No

If “yes,” please describe Contractor’s Project Manager experience in pump station construction and modification projects.

- 3. Does the Contractor’s superintendent have at least 15 years experience leading construction of similarly complex projects and five (5) years of pump station experience including projects with a minimum 10 MGD capacity?

Yes No

If “yes,” please describe Contractor’s Superintendent experience in pump station construction and modification projects.

- 4. Does the Contractor have experience with hard rock excavation and blasting?

Yes No

If “yes,” please provide a brief summary of the breadth of the programs pertaining to hard rock excavation and blasting including licenses and certifications held.

- 5. Please indicate whether Contractor has experience in the listed categories, and if “Yes”, please describe on separate pages recent projects that demonstrate successful experience with the following types of project features and/or conditions:

- a. Experience constructing micropile support structures both on shore and underwater from barge structures.

Yes No

If “yes,” please describe

- b. Experience constructing pipelines or casings and supporting structures with barge and underwater divers

Yes No

If “yes,” please describe

- c. Demonstrated experience in executing simultaneous construction of several project features by multiple Contractor crews under severe time constraints during an operating facility scheduled outage

Yes No

If “yes,” please describe

- d. Construction of water control facilities during the winter season

Yes No

If “yes,” please describe

Reference Only

- e. Demonstrated ability to produce accurate, timely, effective construction schedules. Ability to control and maintain the schedule: foresee and mitigate potential delays. Implement self-directed recovery schedules when schedule delays occur.
 Yes No
 If “yes,” please describe
6. Is the Contractor attaching their Project Management Plan that describes how the following will be performed:
- Schedules, Schedule Updates
 - Submittals, RFI’s
 - Change Order Requests
 - Monthly Pay Estimates
 - Safety Plan and Meetings
 - Subcontracts
 - Cost Controls
 - Communications
 - Quality Assurance and Quality Control
- The focus on these items should be between the Owner & Contractor and include how subcontracts and suppliers will be managed.
 Yes No
7. Has the Contractor provided their firm’s organization chart and resumes for the key personnel that would be assigned to the project. Key personnel would be the Project Manager, Project Superintendent, Project Safety Person, Project Engineer, Project Quality Control Manager, and Project Scheduler.
 Yes No

Contractor References (17 questions)

The questions to be answered by the Contractor’s references will be scored on a 1 to 5 scale with the following scoring criteria: 1 = Unsatisfactory, 3 = Meets Expectations, 5 = Exceeds Expectations.

To pass this section, the District must receive a minimum of three completed reference forms and the Contractor must have a passing score of **at least 64** out of a maximum of **85** among the 17 questions on each of three reference forms.

- Rate how well the contractor provided adequate equipment to complete the work?
- Rate how well the contractor provided adequately qualified personnel to complete the work?
- Rate how well the contractor adequately planned, coordinated, and executed the work?
- Rate how well the contractor cooperated in adhering to regulatory requirements?
(No regulatory requirements = 3)

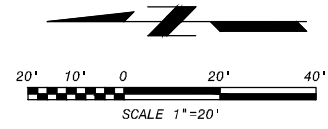
5. Rate how well the contractor anticipated and lessened problems before they impacted the project?
6. Rate how well the contractor communicated and coordinated in a timely manner with the owner's representatives?
7. Rate how well the contractor communicated effectively with the owner's representatives?
8. Rate how well the contractor alleviated or prevented change orders on the project?
9. Rate how well the contractor provided reasonably priced changes orders?
(No Change orders=5)
10. Rate how well the contractor was timely in providing thorough RFIs, submittals, and change order documentation?
11. Rate how well the contractor implemented and followed the WPCP and/or SWPPP and maintained BMP's?
12. Did the contractor submit unsubstantiated claims?
(No Claims=5)
13. Were the contract and intermediate milestones completed on time?
14. Rate how well the contractor updated the schedule in an accurate, complete, and timely manner?
15. Rate how well the contractor completed the punch list and closed out documentation in a timely manner?
16. Rate how well the contractor addressed warranty items?
(Not yet in warranty period = 3, No Warranty Items = 5)
17. Rate the overall quality and workmanship of the completed work?

Reference Only

RFQ18-05 Folsom Lake Intake Improvements

ATTACHMENT

Figure 1 – Project Site Plan (1 page)



LEGEND

- 1. A-Side Pump Demolition
- 2. C-Side Pump Demolition
- 3. A-Side Electrical Demolition
- 4. C-Side Electrical Demolition
- 5. A-Side Yard Piping Demolition
- 6. C-Side Yard Piping Demolition
- 7. Site Miscellaneous Demolition
- 8. Electrical Site Equipment Relocation
- 9. Portable Generator to Remain
- 10. Site Expansion, Grading and Retaining Wall
- 11. New Pumps and Casing
- xfmr - PG&E Transformer
- SWGR - Switchgear
- MCC - Motor Control Center
- Demolition ----
- Existing equipment/facilities //////

PLAN

**EL DORADO IRRIGATION DISTRICT
FOLSOM LAKE RAW WATER PUMP STATION
PUMP REPLACEMENT PROJECT**

October 2018

FIGURE 1

ATTACHMENT

Refer to Comment 08 / Response 08

Attachment from April 19, 2019 email from Brian Deason to Lindy Lee

Contract for Conveyance of Non-Project Water between the United States and El Dorado Irrigation District

Contract No. 06-WC-20-3317

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
American River Division, Central Valley Project, California

CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER
BETWEEN THE UNITED STATES
AND
EL DORADO IRRIGATION DISTRICT

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	Exhibit E – Gaging Plan	
	Exhibit F – Water Quality Monitoring	
	Exhibit G – Foregone Power	

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 American River Division, Central Valley Project, California

5 CONTRACT FOR CONVEYANCE OF NON-PROJECT WATER
6 BETWEEN THE UNITED STATES
7 AND
8 EL DORADO IRRIGATION DISTRICT

9 THIS CONTRACT, made this 2nd day of August, 2016, pursuant
10 to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto,
11 including the Act of February 21, 1911 (36 Stat. 925), and Section 305 of the Reclamation States
12 Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59), all collectively
13 hereinafter referred to as the Federal Reclamation laws, between the UNITED STATES OF
14 AMERICA, hereinafter referred to as the United States, and EL DORADO IRRIGATION
15 DISTRICT, hereinafter referred to as the Contractor;

16 WITNESSETH, That:

17 EXPLANATORY RECITALS

18 [1] WHEREAS, the United States has constructed and is operating the Central
19 Valley Project (Project), California, for diversion, storage, carriage, distribution and beneficial
20 use, flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation,
21 protection and restoration, generation and distribution of electric energy, salinity control,
22 navigation and other beneficial uses, of waters of the Sacramento River, the American River, the
23 Trinity River, and the San Joaquin River and their tributaries; and

24 [2] WHEREAS, the Contractor asserts a right to a Non-Project Water supply
25 for municipal and industrial (M&I) purposes through its interest in direct diversion rights and
26 rights for diversion for storage granted in Permit 21112 by the California State Water Resources
27 Control Board and has requested the United States convey said Non-Project Water through
28 Excess Capacity in Project Facilities; and

29 [3] WHEREAS, the United States is willing to convey said Non-Project
30 Water to the Contractor through Excess Capacity in Project Facilities in accordance with the
31 terms and conditions of this Contract; and

32 [4] WHEREAS, the Contractor and Contracting Officer recognize that this
33 Contract does not grant any permission or entitlement to the Contractor to extract or divert from
34 its sources the Non-Project Water supply conveyed pursuant to this Contract; and

35 [5] WHEREAS, the Contracting Officer and the Contractor entered into
36 Cooperative Agreement No. 05FC201041 for the design and construction of a Temperature
37 Control Device (hereinafter "TCD") which expired December 31, 2012; and

38 [6] WHEREAS, the Contracting Officer and the Contractor acknowledge and
39 agree that the Bureau of Reclamation and the Contractor have entered into Cooperative
40 Agreement No. R14AC00061 (hereinafter "Cooperative Agreement") and that this Cooperative
41 Agreement remains in full force and effect as of the effective date of this Contract and is
42 attached to this Contract as Exhibit D; and

43 [7] WHEREAS, the United States will consider, in good faith, the
44 Contractor's requests to execute a new contract upon expiration of this Contract, to the extent
45 that Excess Capacity in Project Facilities exists at the time of execution of a new contract, and
46 to the extent that execution of a new contract would not contravene then-applicable law,

47 including but not limited to the Act of February 21, 1911 (36 Stat. 925) and other Federal
48 Reclamation laws; and

49 [8] WHEREAS, the environmental compliance requirements for the execution
50 of this Contract have been met by the Environmental Assessment and Finding of No Significant
51 Impact titled “Long-Term Warren Act Contract between the El Dorado Irrigation District and the
52 Unites States” dated August 2, 2016; and

53 NOW, THEREFORE, in consideration of the covenants herein contained, the
54 parties hereto agree as follows:

55 DEFINITIONS

56 1. When used herein unless otherwise distinctly expressed, or manifestly
57 incompatible with the intent of the parties as expressed in this Contract, the term:

58 (a) “Calendar Year” shall mean the period January 1 through December 31,
59 both dates inclusive;

60 (b) “Contracting Officer” shall mean the Secretary of the Interior’s
61 (Secretary) duly authorized representative acting pursuant to this Contract or applicable
62 Reclamation law or regulation;

63 (c) “Contractor’s Boundaries” shall mean the geographic area within which
64 the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be
65 modified without amendment of this Contract;

66 (d) “Contractor’s Point of Delivery” shall mean the Folsom Lake Raw Water
67 Pump Station on the south shore of the Folsom Reservoir or any replacement thereof, and/or any
68 other additional point or points of delivery as may be mutually agreed to in writing by the
69 Contracting Officer and the Contractor;

70 (e) “Excess Capacity” shall mean capacity in the Project Facilities in excess
71 of that needed to meet the Project’s authorized purposes, as determined solely by the Contracting
72 Officer, which may be made available to convey and deliver Non-Project Water;

73 (f) “Irrigation Water” shall mean Non-Project Water used to irrigate land
74 primarily for the production of commercial agricultural crops or livestock, and domestic and
75 other uses that are incidental thereto. It does not include uses such as watering golf courses;
76 lawns and ornamental shrubbery used in residential and commercial landscaping, household
77 gardens, parks and other recreational facilities; pasture for animals raised for personal purposes
78 or for nonagricultural commercial purposes; cemeteries; and similar uses (except to the extent
79 that some of these uses may be incidental to uses that are primarily agricultural). It also does not
80 include commercial agricultural uses that do not require irrigation, such as fish farms and
81 livestock production in confined feeding or brooding operations;

82 (g) “Municipal and Industrial (M&I) Water” shall mean Non-Project Water
83 used for municipal, industrial, and miscellaneous purposes not falling under the definition of
84 “Irrigation Water” described in subdivision (f) of this Article 1 or within another category of
85 water use under an applicable Federal authority;

86 (h) “Non-Project Water” shall mean water acquired by or available to the
87 Contractor from the source(s) identified in Exhibit C that has not been appropriated or acquired
88 by the United States;

89 (i) “Project” shall mean the Central Valley Project owned by the United
90 States and operated by the Department of the Interior, Bureau of Reclamation;

91 (j) “Project Facilities” shall mean the Folsom Reservoir and associated
92 facilities, constructed as features of the American River Division, Central Valley Project;

93 (k) “Project-Use Power” is that electrical energy, and its associated ancillary
94 service components, required to provide the full electrical service needed to operate and maintain
95 Project Facilities, and to provide electric service for Project purposes and loads in conformance
96 with the Reclamation Project authorization. Project-Use Power is not available to pump
97 Non-Project Water, to operate pumps that were not built as Federal facilities as part of the
98 Project, to pump Project Water outside the authorized service area, or provide for on-farm uses;

99 (l) “Project Water” shall mean all water that is developed, diverted, stored, or
100 delivered by the United States in accordance with the statutes authorizing the Project and in
101 accordance with the terms and conditions of applicable water rights permits and licenses
102 acquired by and/or issued to the United States pursuant to California law;

103 (m) “Rates” shall mean the amount to be paid to the United States by the
104 Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made
105 available pursuant to this Contract;

106 (n) “Secretary” shall mean the Secretary of the Interior, a duly appointed
107 successor, or an authorized representative acting pursuant to any authority of the Secretary and
108 through any agency of the Department of the Interior;

109 (o) “Water Service Contract” shall mean Contract No. 14-06-200-1357A-LTR1
110 between the United States and the Contractor, or in any amendment, extension, or renewal
111 thereof, for a supply of Project Water; and

112 (p) “Year” shall mean the period from and including March 1 of the Calendar
113 Year through the last day of February of the following Calendar Year.

114 TERM OF CONTRACT

115 2. (a) This Contract shall become effective upon the Contractor's full
116 performance of Article 26 of this Contract, and shall remain in effect through February 28, 2030,
117 unless terminated by operation of law or by mutual agreement of the parties hereto: *Provided*,
118 That upon 30 days' advance written notice to the Contractor, this Contract may also be
119 terminated by the Contracting Officer at an earlier date, if the Contracting Officer determines
120 that the Contractor has not been complying with one or more of the terms and conditions of this
121 Contract unless the Contractor can show full compliance or a time schedule for compliance that
122 is satisfactory to the Contracting Officer within the 30-day notice period.

123 (b) The Contractor shall promptly notify the Contracting Officer if and when
124 the Contractor ceases to have any right to the use of the Non-Project Water being conveyed
125 pursuant to this Contract.

126 INTRODUCTION, CONVEYANCE, AND DELIVERY OF
127 NON-PROJECT WATER

128 3. (a) During the term of this Contract, the Contractor may introduce up to
129 17,000 acre-feet of Non-Project Water each Year into the Project Facilities from the source(s)
130 identified in Exhibit C: *Provided, however*, That the TCD must be designed and constructed to
131 Reclamation's satisfaction, and no more than 8,500 acre-feet shall be delivered pursuant to this
132 Contract per Year until the TCD is constructed and operational and the Contractor attains the
133 written approval of the Contracting Officer. The quantity of Non-Project Water that will be
134 conveyed to the Contractor will be the outflow of Non-Project Water from bypass flows at the
135 Kyburz Diversion Dam and releases from the El Dorado Powerhouse, minus those conveyance
136 losses identified in Exhibit C, and minus diversions of such water at El Dorado Forebay and

137 Hazel Creek Tunnel. The United States shall convey said water to the Contractor's Point of
138 Delivery through Excess Capacity in Project Facilities in accordance with a schedule as required
139 in Article 4(a), or any revision or revisions thereof, submitted by the Contractor and approved by
140 the Contracting Officer during the term hereof. If at any time the Contracting Officer determines
141 that there will not be Excess Capacity in Project Facilities sufficient to receive, transport, and
142 convey the Non-Project Water in accordance with the approved schedule, the Contracting
143 Officer shall so notify the Contractor in writing. Within 24 hours of said notice, the Contractor
144 shall revise its schedule accordingly.

145 (a.1) The Contractor, in order to minimize the impacts to CVP operations, will:
146 (i) whenever possible, take delivery of Project Water pursuant to its Water Service Contract
147 No. 14-06-200-1357A-LTR1 only to the extent that the Contractor's demands cannot be fully
148 met using available Non-Project Water under this Contract or Contract No. 06-WC-20-3315, or
149 other available water supplies under water rights held by the Contractor at Folsom Reservoir; and
150 (ii) provide advance written notice to, and coordinate with, Reclamation regarding any proposed
151 sales or transfers of Non-Project Water outside of the Contractor's Federal Service Area.

152 (b) The quantity(ies) of Non-Project Water conveyed to the Contractor
153 through Project Facilities in any 30-day period shall not exceed the quantity of Non-Project
154 Water previously introduced into the Project Facilities by the Contractor less the conveyance
155 loss(es) identified in Exhibit C. The Contractor will be responsible to forgo diversions or to
156 make releases under its state water rights, and any permits or approvals issued by the California
157 State Water Resources Control Board relating to those rights, permits, or approvals, to divert the
158 natural flow of the South Fork American River, its tributaries, and/or from the Contractor's
159 upstream reservoirs the quantity of water that equals the quantity that the Contractor has

160 scheduled to introduce into Folsom Reservoir, plus the amount(s) of conveyance loss(es)
161 specified in Exhibit C.

162 (c) Exhibit C may be modified or replaced to reflect any changes to the
163 source(s) of Non-Project Water or the quantity(ies) of conveyance loss(es), as determined by the
164 Contracting Officer based on operational history, without amending this Contract: *Provided,*
165 *however,* That no such modification or replacement shall be approved by the Contracting Officer
166 absent the completion of all appropriate environmental documentation, including but not limited
167 to documents prepared pursuant to the National Environmental Policy Act of 1969 and the
168 Endangered Species Act of 1973, as amended.

169 (d) All Non-Project Water conveyed and delivered to the Contractor pursuant
170 to this Contract shall be used for M&I purposes only.

171 (e) Non-Project Water introduced into the Project Facilities shall be
172 accounted for on a “first-in, first-out” basis. Non-Project Water that is introduced into the
173 Project Facilities by the Contractor and remains there for more than 30 days shall be deemed to
174 be unused water available to the United States for Project purposes. Further, all Non-Project
175 Water made available for delivery to the Contractor from the Project Facilities and not accepted
176 by the Contractor shall be deemed to be unused water donated to the United States for Project
177 purposes. Similarly, Non-Project Water that is introduced into the Project Facilities and remains
178 there after the expiration of this Contract shall also be deemed unused water available to the
179 United States for Project purposes.

180 (e.1) In the event it becomes necessary for the Contracting Officer to spill water
181 from the Project Facilities for flood control or any other purpose, the quantity of water first
182 spilled shall be deemed to be the Contractor’s Non-Project Water to the extent that such water

183 has been and/or is being introduced into the Project Facilities: *Provided*, That the Contracting
184 Officer will to the extent possible inform the Contractor by written notice, or otherwise, of
185 any spill from the Project Facilities: *Provided further*, That to the extent the Contractor has
186 Non-Project Water being introduced into the Project Facilities after the Contractor has been
187 informed of a pending spill, such water so introduced shall be delivered to the Contractor at the
188 Contractor's request to the extent the United States is able to do so as conclusively determined
189 by the Contracting Officer.

190 (f) The introduction, conveyance, and delivery of Non-Project Water pursuant
191 to this Contract will not be supported with Project-Use Power. If electrical power is required to
192 convey or pump the Non-Project Water into, through or from the Project Facilities, the
193 Contractor shall be responsible for the acquisition and payment of all electrical power and
194 associated transmission service charges required to pump the Non-Project Water from the
195 Contractor's Point of Delivery. Nothing within this Contract shall be construed to affect
196 Contractor's eligibility to enter into future contracts for Western Area Power Authority power
197 for purposes authorized by the then-current requirements for such power.

198 (f.1) The Contractor acknowledges and agrees that the re-diversion of up to
199 17,000 acre-feet of Non-Project Water each Year, depending on annual needs of the Contractor,
200 from Project Facilities may result in decreased power generation by Reclamation. The
201 Contractor agrees to pay Reclamation for the foregone power resulting from the portion of
202 Non-Project Water withdrawn from Folsom Reservoir that results in loss of power that would
203 have otherwise been generated through Reclamation's power plant absent the Contractor's
204 withdrawal of the Non-Project Water, following the process and schedule and using the formula
205 provided in Exhibit G. The power costs associated with the re-diversion will be estimated and

206 paid to Reclamation by May 15 of each Year in accordance with Exhibit G and be established by
207 Letter of Agreement.

208 (f.2) The Contractor shall have no rights to any benefits from increased power
209 generation that may result from the conveyance of the Non-Project Water through Excess
210 Capacity in the Project Facilities authorized pursuant to this Contract.

211 (g) The Contractor shall utilize the Non-Project Water conveyed pursuant to
212 this Contract in accordance with all requirements of any applicable biological opinion(s) in effect
213 during the term of this Contract, including but not limited to all biological opinions for the joint
214 operations of the Project and the State water project.

215 (h) The introduction of Non-Project Water into the Project Facilities by the
216 Contractor shall be conditioned upon compliance by the Contractor with the environmental
217 measures described with applicable environmental documentation in effect during the term of
218 this Contract and with the terms of the applicable operations procedures approved by the
219 Contracting Officer.

220 (i) All Non-Project Water conveyed to the Contractor pursuant to this
221 Contract shall be measured and recorded with equipment furnished, installed, operated, and
222 maintained by the Contractor. Upon request by the Contracting Officer, the Contractor shall
223 investigate the accuracy of such measurements and shall take all necessary steps to adjust any
224 errors appearing therein. The Contractor has prepared, in Exhibit E, a gaging plan and schematic
225 satisfactory to the Contracting Officer and Reclamation's Central Valley Operations Office
226 (hereinafter "CVO") that contains specific requirements and procedures for water measurement
227 and water accounting.

228 (i.1) Provided the Contractor develops a TCD at the Contractor's Point of
229 Delivery as specified in Article 3(h) , as required by the Cooperative Agreement within one year
230 of formal acceptance of the TCD, the Contractor shall develop a standard operating procedure,
231 subject to the approval of the Contracting Officer, to verify and validate the correct operation of
232 the TCD in conjunction with Reclamation and its facilities at Folsom Dam for the safe and
233 efficient operation to preserve the cold water pool. Using this standard operating procedure, the
234 Contractor shall submit annually, by May 15, an Operations Plan describing how the Contractor
235 intends to operate the TCD at the Contractor's Point of Delivery in order to preserve the cold
236 water pool. Each Operations Plan must be approved by the Contracting Officer. Once the TCD
237 is constructed and operational, at no time shall the Contractor withdraw water colder than
238 60 degrees Fahrenheit while the United States is managing a cold-water pool in Folsom
239 Reservoir (which may occur annually April through November, depending upon conditions)
240 unless otherwise requested in writing by the Contractor and approved by the Contracting Officer.

241 SCHEDULING AND REPORTING OBLIGATIONS OF THE CONTRACTOR

242 4. (a) On or before March 1 of each Calendar Year, or at such other times as the
243 Contracting Officer determines to be necessary, the Contractor shall submit to the Contracting
244 Officer a written schedule, satisfactory to the Contracting Officer, showing the dates and
245 estimated monthly quantities of all Project Water and Non-Project Water that the Contractor will
246 divert from Project Facilities and will be conveyed by the United States to the Contractor for the
247 upcoming Year under all contracts in force between Reclamation and the Contractor. During
248 each month, the Contractor will revise said schedule to reflect: (i) the actual quantity(ies) of all
249 Non-Project Water introduced into Project Facilities and conveyed by the United States to the

250 Contractor; and (ii) the actual quantity(ies) of all Project Water delivered to the Contractor by
251 Reclamation.

252 (b) For each month, by the 10th day of the succeeding month, the Contractor
253 shall furnish a provisional monthly report of daily operations that is satisfactory to the
254 Contracting Officer that tabulates and quantifies: (i) the Contractor's rights to the natural flow in
255 the South Fork of the American River and its tributaries; (ii) the quantity of releases from the
256 Contractor's upstream storage; (iii) the quantity of water outflows from bypass flows at the
257 Kyburz Diversion Dam and releases from the El Dorado Powerhouse; (iv) the quantity of
258 Non-Project Water diverted for consumptive purposes at El Dorado Forebay and Hazel Creek
259 Tunnel; (v) the quantity of Non-Project Water introduced into Project Facilities pursuant to this
260 Contract; and (vi) the actual daily quantities of Non-Project Water taken by the Contractor at the
261 Contractor's Point(s) of Delivery. At the same time, the Contractor shall provide the
262 Contracting Officer with operational reports demonstrating that the Contractor has operated its
263 upstream reservoirs and other facilities in such a manner as to make sufficient water available in
264 Project Facilities for subsequent delivery of Non-Project Water to the Contractor pursuant to the
265 Contractor's direct diversion and re-diversion rights under its State water rights for each month.
266 By the 15th day of the same month the provisional report shall become final unless the Contractor
267 provides an updated report to the Contracting Officer. The reports to the Contracting Officer
268 shall be provided in paper and electronic formats approved by the Contracting Officer, with
269 measurements of water in daily mean cubic feet per second and monthly acre-feet. In addition,
270 the Contractor shall provide the Contracting Officer with copies of all reports on water rights,
271 stream flows and diversions that are required during the term of this Contract by the California
272 State Water Resources Control Board under Permit 21112.

296 pursuant to this Contract shall be made as soon as practicable but no later than April 30th of the
297 following Year.

298 (e) All revenues received from the use of Project Facilities, pursuant to
299 subdivision (a) of this Article for conveyance of Non-Project M&I Water, shall be deposited into
300 the Reclamation fund for use under the terms of the Reclamation Act as provided in Section 3 of
301 the Act of February 21, 1911 (36 Stat. 925): *Provided*, That if the Act of February 21, 1911, is
302 amended, superseded, or replaced, any new provisions addressing the distribution of revenues
303 will apply to this Contract at the earliest possible date under the law.

304 (f) No refund shall be made by the United States to the Contractor of the
305 payments made for conveyance of Non-Project Water introduced into the Project Facilities
306 which remains therein for more than 30 days as described in subdivision (e) of Article 3.

307 (g) The payment of the Rates set forth in this Article 5 for the use of Excess
308 Capacity are exclusive of any additional charges that the Contractor may assess its water users.
309 In accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose
310 on its water users any charge for the use of Excess Capacity that exceeds the total amount paid to
311 the United States: *Provided*, That the Contractor may also charge its water users such additional
312 amounts as are necessary to cover the Contractor's reasonable administrative costs in contracting
313 with the United States for the use of Excess Capacity in Project Facilities.

314 (h) If at any time the Contractor diverts more Non-Project Water from
315 Project Facilities than the quantity that was introduced pursuant to subdivision (b) of Article 3 of
316 this Contract, that additional quantity of Non-Project Water shall be deemed Project M&I Water.
317 Payment for such Project Water shall be made at the applicable Rate identified in the
318 Contractor's Water Service Contract, and the quantity of such Project Water will be deducted

319 from the quantity of Project Water to which the Contractor is entitled under the Contractor's
320 Water Service Contract.

321 (i) If the conditions identified in subdivision (h) of this Article arise, and it is
322 determined by the Contracting Officer that the Contractor has utilized all of its Project Water
323 available under the Contractor's Water Service Contract, the Contractor shall make available
324 additional Non-Project Water to be introduced into the Project Facilities which is sufficient to
325 equal the quantity of water actually used, including the quantity(ies) of conveyance loss(es)
326 specified in Exhibit C, and shall pay for this additional Non-Project Water at the Rates identified
327 in Exhibit B.

328 (j) If the Contracting Officer determines the quantity of Non-Project Water
329 conveyed to the Contractor pursuant to this Contract is less than the quantity for which the
330 Contractor would otherwise have been required to pay, the amount of any overpayment by the
331 Contractor shall be applied first to any accrued indebtedness arising out of this Contract then due
332 and owing to the United States by the Contractor. Any amount of such overpayment then
333 remaining shall be refunded or credited to the Contractor, as directed by the Contractor.

334 EXCESS CAPACITY

335 6. (a) The availability of Excess Capacity shall be determined solely by the
336 Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States
337 from utilizing available capacity in the Project Facilities for the storage and conveyance of
338 Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or for
339 using Excess Capacity in the Project Facilities for the storage and conveyance of any other
340 supplies of Non-Project Water.

341 (b) The Contracting Officer shall not be obligated to convey Non-Project
342 Water during periods of maintenance or for other operating requirements that make the
343 Non-Project Water physically unavailable.

344 (c) If at any time the Contracting Officer determines that there will not be
345 Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be
346 introduced into, conveyed, and delivered in accordance with an approved schedule submitted by
347 the Contractor, the Contracting Officer shall so notify the Contractor in writing. Within 24 hours
348 of said notice, the Contractor shall revise its schedule accordingly.

349 (d) No provision of this Contract shall be construed in any way as a basis for
350 the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the
351 Project Facilities nor to set a precedent to obligate the United States to enter into contracts with
352 any other entities or individuals for the conveyance or storage of Non-Project Water.

353 RECEIPT AND DISTRIBUTION OF NON-PROJECT WATER – SALE, TRANSFER,
354 OR EXCHANGE OF NON-PROJECT WATER

355 7. (a) The parties hereto acknowledge that this Contract does not grant any
356 permission or entitlement to the Contractor to extract and/or divert Non-Project Water from the
357 source(s) described on Exhibit C or to change the nature or place of use of its rights to said
358 Non-Project Water in any way. It is the responsibility of the Contractor to comply with all
359 applicable Federal, State, and local laws, rules and regulations, including, but not limited to,
360 State water law in relation to the Non-Project Water. It is expressly understood by the parties
361 that the United States is only providing conveyance capacity for the Non-Project Water and does
362 not claim any interest in the acquisition or use of the Non-Project Water beyond the terms
363 specifically set forth in this Contract.

364 (b) The Contracting Officer makes no representations as to the accuracy of the
365 description or of the validity of the Contractor's rights to the Non-Project Water described in
366 Exhibit C.

367 (c) No sale, transfer, or exchange of Non-Project Water conveyed under this
368 Contract may take place without the prior written approval of the Contracting Officer.

369 UNITED STATES NOT RESPONSIBLE FOR CONVEYANCE
370 OF NON-PROJECT WATER

371 8. The United States shall not be responsible for the control, care, or distribution of
372 the Non-Project Water before it is introduced into Project Facilities and after it is conveyed to the
373 Contractor's Point(s) of Delivery.

374 UNITED STATES NOT LIABLE

375 9. (a) The United States, its officers, agents and employees, shall not be
376 responsible for the control, care, or distribution of the Non-Project Water before it is introduced
377 into or diverted from the Project Facilities. It is specifically understood by the parties hereto that
378 the United States is only providing conveyance capacity for the Non-Project Water and does not
379 claim any interest in the acquisition or use of the Non-Project Water beyond the terms
380 specifically set forth in this Contract.

381 (b) The Contractor shall indemnify and hold the United States and its officers,
382 agents, and employees harmless from legal liability for every claim for damages of any nature
383 whatsoever arising out of any action or omissions of the Contractor, its officers, agents and
384 employees, resulting from the Contractor's performance of this Contract, including the manner
385 or method in which the Non-Project Water identified in Exhibit C is introduced into and diverted
386 from the Project Facilities. The Contractor further releases the United States, its officers, agents,

387 and employees from every claim for damage to persons or property, direct or indirect, resulting
388 from the Contracting Officer's: (i) determinations of the amount of Excess Capacity available in
389 Project Facilities for the conveyance of Non-Project Water to the Contractor; (ii) determination
390 that the introduction of Non-Project Water into the Project Facilities must be terminated; and
391 (iii) elimination from Exhibit C of any source(s) of Non-Project Water. Nothing contained in
392 this Article shall be construed as an assumption of liability by the Contractor with respect to such
393 matters.

394 OPINIONS AND DETERMINATIONS

395 10. (a) Where the terms of this Contract provide for actions to be based upon the
396 opinion or determination of either party to this Contract, said terms shall not be construed as
397 permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
398 determinations. Both parties, notwithstanding any other provisions of this Contract, expressly
399 reserve the right to relief from and appropriate adjustment for any such arbitrary, capricious, or
400 unreasonable opinion or determination. Each opinion or determination by either party shall be
401 provided in a timely manner: *Provided*, That nothing in this subdivision (a) of this Article is
402 intended to or shall affect or alter the standard of judicial review applicable under Federal law to
403 any opinion or determination implementing a specific provision of Federal law embodied in
404 statute or regulation.

405 (b) The Contracting Officer shall have the right to make determinations
406 necessary to administer this Contract that are consistent with the provisions of this Contract, the
407 laws of the United States and the State of California, and the rules and regulations promulgated
408 by the Secretary. Such determinations shall be made in consultation with the Contractor to the
409 extent reasonably practicable.

410 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

411 11. In addition to all other payments to be made by the Contractor pursuant to this
412 Contract, the Contractor shall pay to the United States, within 60 days after receipt of a bill and
413 detailed statement submitted by the Contracting Officer to the Contractor, for such specific items
414 of direct cost incurred by the United States for work requested by the Contractor associated with
415 this Contract plus indirect costs in accordance with applicable Reclamation policy and
416 procedures. All such amounts referred to in this Article shall not exceed the amount agreed to in
417 writing in advance by the Contractor. This Article shall not apply to costs for routine Contract
418 administration.

419 WATER CONSERVATION

420 12. (a) Prior to the delivery of water provided from or conveyed through federally
421 constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop
422 a water conservation plan, as required by Section 210(b) of the Reclamation Reform Act of 1982
423 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

424 (b) The parties hereto acknowledge and agree that the water conservation plan
425 the Contractor is currently implementing is satisfactory and has been approved by the
426 Contracting Officer. Said water conservation plan shall be deemed to meet the requirements of
427 subdivision (a) of this Article. Said water conservation plan shall be reviewed every 5 years and
428 revised, as necessary, as determined by the Contracting Officer: *Provided*, That the Contractor,
429 prior to the execution of this Contract, documents to the satisfaction of the Contracting Officer
430 that the quantity of Non-Project Water to be conveyed pursuant to this Contract has been
431 included into its approved water conservation plan and that all Non-Project Water shall be
432 subject to such water conservation requirements.

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MEDIUM FOR TRANSMITTING PAYMENTS

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13. (a) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

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(b) Upon execution of the Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

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CHARGES FOR DELINQUENT PAYMENTS

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14. (a) The Contractor shall be subject to interest, administrative and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

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(b) The interest charge rate shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and remain fixed for the duration of the delinquent period.

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(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

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PROTECTION OF WATER AND AIR QUALITY

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15. (a) Project Facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: *Provided*, That the United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

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(b) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the

470 delivery of water by the Contractor; and shall be responsible for compliance with all Federal,
471 State, and local water quality standards applicable to surface and subsurface drainage and/or
472 discharges generated through the use of Federal or Contractor facilities or Project Water
473 provided by the Contractor within the Contractor's Project Water Service Area.

474 (b.1) The Contracting Officer has included the Project 184 Water Quality
475 Monitoring Plan Version 3.0 dated March 8, 2007 (hereinafter "WQ Plan") as Exhibit F of this
476 Contract. This WQ Plan will serve as a baseline water quality monitoring plan that will be
477 compared to water quality monitoring results to aid Reclamation in determining that the
478 Contractor's Non-Project Water entering Project Facilities does not degrade the quality of
479 Project Water. This baseline WQ Plan will comply with the rules and regulations as noted in
480 subparagraph (b) above. If the WQ Plan is modified in future years as contemplated within the
481 WQ Plan, at a minimum water quality monitoring data shall be collected at the monitoring
482 station located at the South Fork American River downstream of the Kyburz Diversion Dam
483 once bi-annually during midsummer and a report documenting the monitoring results shall be
484 sent to Reclamation within 30 days of preparation. If at any time during the term of the Contract
485 the Non-Project Water delivered by the Contractor does not meet those standards as established
486 by the WQ Plan or has the potential to significantly degrade the quality of Project Water based
487 upon the results at the monitoring station located at the South Fork American River downstream
488 of the Kyburz Diversion Dam, the Contractor will immediately provide written notification to
489 Reclamation as specified in Article 14(d) below. Reclamation has reviewed the water quality
490 monitoring reports for monitoring conducted in 2008 and 2010 pursuant to the WQ Plan and has
491 concluded that this type of data is sufficient for Reclamation to determine that the quality of
492 Non-Project Water entering Project Facilities does not degrade the quality of Project Water. The
493 Contracting Officer reserves the right to request additional reasonable water quality monitoring if

494 the Contracting Officer reasonably determines that significant changes upstream of the
495 monitoring station located at the South Fork American River downstream of the Kyburz
496 Diversion Dam, such as changes in mining operations, regulatory requirements, land use
497 changes, or any other actions that have the potential to impact the quality of the Non-Project
498 Water that is introduced into Project Facilities.

499 (c) This article shall not affect or alter any legal obligations of the Secretary
500 to provide drainage or other discharge services.

501 (d) The Non-Project Water introduced into the Project Facilities shall be of
502 such quality, as determined solely by the Contracting Officer, as to not significantly degrade the
503 quality of the Project Water in the Project Facilities. If it is determined by the Contracting
504 Officer that the quality of the Non-Project Water, identified in Exhibit C, will significantly
505 degrade the quality of Project Water in the Project Facilities, the Contractor, upon receipt of
506 electronic written notice from the Contracting Officer, shall immediately take any and all
507 reasonable action(s) within the Contractor's authority and control, to eliminate the source of such
508 degradation. If, due to an unexpected event, the quality of the Non-Project Water is adversely
509 impacted, the Contractor shall immediately: (i) inform the Contracting Officer and the CVO of
510 Reclamation in Sacramento, California by electronic means of the adverse condition(s)
511 impacting the quality of the Non-Project Water; (ii) take all necessary steps to mitigate the
512 adverse condition(s); (iii) conduct any and all appropriate monitoring of the source of the water
513 quality degradation and shall report monitoring results to the Contracting Officer and to CVO
514 immediately upon receipt of such results; and (iv) take all reasonable steps to terminate the
515 introduction of the adversely impacted Non-Project Water into the Project Facilities. If the
516 source of such degradation is beyond the authority and control of the Contractor, the Contractor

517 shall promptly notify the Contracting Officer in electronic writing of the cause of such
518 degradation and report all available monitoring results from local, state, and Federal agencies
519 with authority over such activity to the Contracting Officer and CVO. The Contractor will
520 continue to monitor and mitigate such adverse events until such time as the Contracting Officer
521 determines that the quality of the Non-Project Water will no longer significantly degrade the
522 quality of Project Water in the Project Facilities and notifies the Contractor of such fact in
523 writing.

524 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

525 16. (a) The obligation of the Contractor to pay the United States as provided in
526 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
527 obligation may be distributed among the Contractor's water users and notwithstanding the
528 default of individual water users in their obligation to the Contractor.

529 (b) The payment of charges becoming due pursuant to this Contract is a
530 condition precedent to receiving benefits under this Contract. The United States shall not make
531 water available to the Contractor through Project Facilities during any period in which the
532 Contractor is in arrears in the advance payment of water Rates due the United States. The
533 Contractor shall not deliver water under the terms and conditions of this Contract for lands or
534 parties that are in arrears in the advance payment of water Rates as levied or established by the
535 Contractor.

536 RULES, REGULATIONS, AND DETERMINATIONS

537 17. (a) The parties agree that the delivery of water or the use of Federal facilities
538 pursuant to this Contract is subject to Federal Reclamation law, as amended and supplemented,
539 and the rules and regulations promulgated by the Secretary under Federal Reclamation law.

540 (b) The Contracting Officer shall have the right to make determinations
541 necessary to administer this Contract that are consistent with its expressed and implied
542 provisions, the laws of the United States and the State of California, and the rules and regulations
543 promulgated by the Secretary of the Interior. Such determinations shall be made in consultation
544 with the Contractor.

EQUAL EMPLOYMENT OPPORTUNITY

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18. During the performance of this Contract, the Contractor agrees as follows:

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(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

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(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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(d) The Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(e) The Contractor will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(g) The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be

583 binding upon each subcontractor or vendor. The Contractor will take such action with respect to
584 any subcontract or purchase order as may be directed by the Secretary of Labor as a means of
585 enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in
586 the event the Contractor becomes involved in, or is threatened with, litigation with a
587 subcontractor or vendor as a result of such direction, the Contractor may request that the United
588 States enter into such litigation to protect the interests of the United States.

589 **BOOKS, RECORDS AND REPORTS**

590 19. (a) The Contractor shall establish and maintain accounts and other books and
591 records pertaining to administration of the terms and conditions of this Contract, including the
592 Contractor's financial transactions; water supply data; project operation, maintenance, and
593 replacement logs; project land and rights-of-way use agreements; the water users' land-use
594 (crop census), land-ownership, land-leasing, and water-use data; and other matters that the
595 Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such
596 form and on such date or dates as the Contracting Officer may require. Subject to applicable
597 Federal laws and regulations, each party to this Contract shall have the right during office hours
598 to examine and make copies of the other party's books and records relating to matters covered by
599 this Contract.

600 (b) Notwithstanding the provisions of subdivision (a) of this Article, no
601 books, records, or other information shall be requested from the Contractor by the Contracting
602 Officer unless such books, records, or information are reasonably related to the administration or
603 performance of this Contract. Any such request shall allow the Contractor a reasonable period of
604 time within which to provide the requested books, records, or information.

605 **CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS**

606 20. The expenditure or advance of any money or the performance of any obligation of
607 the United States under this Contract shall be contingent upon appropriation or allotment of
608 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
609 obligations under this Contract. No liability shall accrue to the United States in case funds are
610 not appropriated or allotted.

611 **ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED**

612 21. The provisions of this Contract shall apply to and bind the successors and assigns
613 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
614 by either party shall be valid until approved in writing by the other party.

615 OFFICIALS NOT TO BENEFIT

616 22. No Member of or Delegate to the Congress, Resident Commissioner, or official of
617 the Contractor shall benefit from this Contract other than as a water user or landowner in the
618 same manner as other water users or landowners.

619 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

620 23. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964
621 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
622 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title
623 III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L.
624 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the
625 applicable implementing regulations and any guidelines imposed by the United States
626 Department of the Interior and/or Bureau of Reclamation.

627 (b) These statutes prohibit any person in the United States from being
628 excluded from participation in, being denied the benefits of, or being otherwise subjected to
629 discrimination under any program or activity receiving financial assistance from the Bureau of
630 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
631 Contract, the Contractor agrees to immediately take any measures necessary to implement this
632 obligation, including permitting officials of the United States to inspect premises, programs, and
633 documents.

634 (c) The Contractor makes this agreement in consideration of and for the
635 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
636 Federal financial assistance extended after the date hereof to the Contractor by the Bureau of
637 Reclamation, including installment payments after such date on account of arrangements for
638 Federal financial assistance which were approved before such date. The Contractor recognizes
639 and agrees that such Federal assistance will be extended in reliance on the representations and
640 agreements made in this Article and that the United States reserves the right to seek judicial
641 enforcement thereof.

642 (d) Complaints of discrimination against the Contractor shall be investigated
643 by the Contracting Officer's Office of Civil Rights.

644 CERTIFICATION OF NONSEGREGATED FACILITIES

645 24. The Contractor hereby certifies that it does not maintain or provide for its
646 employees any segregated facilities at any of its establishments and that it does not permit its
647 employees to perform their services at any location under its control where segregated facilities
648 are maintained. It certifies further that it will not maintain or provide for its employees any
649 segregated facilities at any of its establishments and that it will not permit its employees to
650 perform their services at any location under its control where segregated facilities are
651 maintained. The Contractor agrees that a breach of this certification is a violation of the Equal
652 Employment Opportunity clause in this Contract. As used in this certification, the term

653 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
654 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
655 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
656 facilities provided for employees which are segregated by explicit directive or are in fact
657 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
658 disability, or otherwise. The Contractor further agrees that (except where it has obtained
659 identical certifications from proposed subcontractors for specific time periods) it will obtain
660 identical certifications from proposed subcontractors prior to the award of subcontracts
661 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
662 Opportunity clause; that it will retain such certifications in its files; and that it will forward the
663 following notice to such proposed subcontractors (except where the proposed subcontractors
664 have submitted identical certifications for specific time periods):

665 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
666 CERTIFICATIONS OF NONSEGREGATED FACILITIES

667 A Certification of Nonsegregated Facilities must be submitted prior to the award of a
668 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal
669 Employment Opportunity clause. The certification may be submitted either for each
670 subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or
671 annually). Note: The penalty for making false statements in offers is prescribed in
672 18 U.S.C. 1001.

673 CHANGES IN CONTRACTOR'S ORGANIZATION

674 25. While this Contract is in effect, no change may be made in the Contractor's
675 organization, which may affect the respective rights, obligations, privileges, and duties of either
676 the United States or the Contractor under this Contract including, but not limited to, dissolution,
677 consolidation, or merger, except upon the Contracting Officer's written consent. For purposes of
678 this Contract, the inclusion or exclusion of lands is not a change in the Contractor's organization
679 that is subject to this Article.

680 CONFIRMATION OF CONTRACT

681 26. Promptly after the execution of this Contract, the Contractor shall provide to the
682 Contracting Officer a certified copy of a final decree of a court of competent jurisdiction in the
683 State of California, confirming the proceedings on the part of the Contractor for the authorization
684 of the execution of this Contract. This Contract shall not be binding on the United States until
685 such final decree has been secured.

686 CONTRACT DRAFTING CONSIDERATIONS

687 27. This Contract has been negotiated and reviewed by the parties hereto, each of
688 whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 28 of
689 this Contract have been drafted, negotiated and reviewed by the parties, and no one party shall be
690 considered to have drafted the stated articles.

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NOTICES

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28. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Bureau of Reclamation, 7794 Folsom Dam Road, Folsom, California 95630-1799, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors, El Dorado Irrigation District, Attention: General Manager, 2890 Mosquito Road, Placerville, California 95667. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of

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the day and year first above written.

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APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
[Signature]
Office of the Regional Solicitor
Department of the Interior

UNITED STATES OF AMERICA

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By: *[Signature]*
Regional Director, Mid-Pacific Region
ACTING FOR Bureau of Reclamation

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(SEAL)

EL DORADO IRRIGATION DISTRICT

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By: *[Signature]*
General Manager

Attest:

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By: *[Signature]*
Clerk to the Board of Directors
El Dorado Irrigation District

**RESOLUTION OF THE BOARD OF DIRECTORS OF
EL DORADO IRRIGATION DISTRICT
APPROVING AND AUTHORIZING THE EXECUTION OF
WARREN ACT CONTRACT NO. 06-WC-20-3317**

WHEREAS, the United States Bureau of Reclamation (USBR) and El Dorado Irrigation District (“District”) have negotiated and USBR has prepared a long-term Warren Act Contract No. 06-WC-20-3317 to allow the conveyance of non-Central Valley Project water to, and its withdrawal from, Folsom Reservoir; and

WHEREAS, a true and correct copy of Contract No. 06-WC-20-3317 is annexed hereto as Exhibit 1; and

WHEREAS, Contract No. 06-WC-20-3317 would allow the conveyance and delivery of up to 17,000 acre-feet per year of the District’s permitted water rights (Permit 21112) associated with hydroelectric Project No. 184 (the El Dorado Hydroelectric Project) at Folsom Reservoir for use in the El Dorado Hills area, effective from the District’s full performance of Article 26 thereof through February 29, 2030; and

WHEREAS, the District desires to make a contract for this means of further exercising its water rights; and

WHEREAS, On August 1, 2016, the Board of Directors considered a 2016 Addendum and supporting Initial Study, as well as a 1999 Final Environmental Impact Report for the Acquisition, Permanent Repair, and Operation of the El Dorado Hydroelectric Project and Acquisition of 17,000 AF per year of New Consumptive Water in compliance with the California Environmental Quality Act (CEQA);

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the El Dorado Irrigation District that the Board of Directors hereby approves Contract No. 06-WC-20-3317 and authorizes the Acting General Manager to execute said contract.

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1 The foregoing Resolution was introduced at a special meeting of the Board of Directors of the
2 EL DORADO IRRIGATION DISTRICT, held on the 1st day of August 2016, by Director Coco who
3 moved its adoption. The motion was seconded by Director Osborne and a poll vote taken which
4 stood as follows:

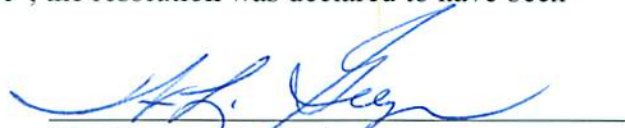
5 AYES: Directors Coco, Osborne, Prada and George

6 NOES:

7 ABSENT: Director Day

8 ABSTAIN:

9 The motion having a majority of votes "Aye", the resolution was declared to have been
10 adopted, and it was so ordered.


11 Bill George, President
12 Board of Directors
13 EL DORADO IRRIGATION DISTRICT

14 ATTEST:



15 Jennifer Sullivan
16 Clerk to the Board
17 EL DORADO IRRIGATION DISTRICT

18 (SEAL)



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1 I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT
2 hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the
3 Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a
4 special meeting of the Board of Directors held on the 1st day of August 2016.



Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

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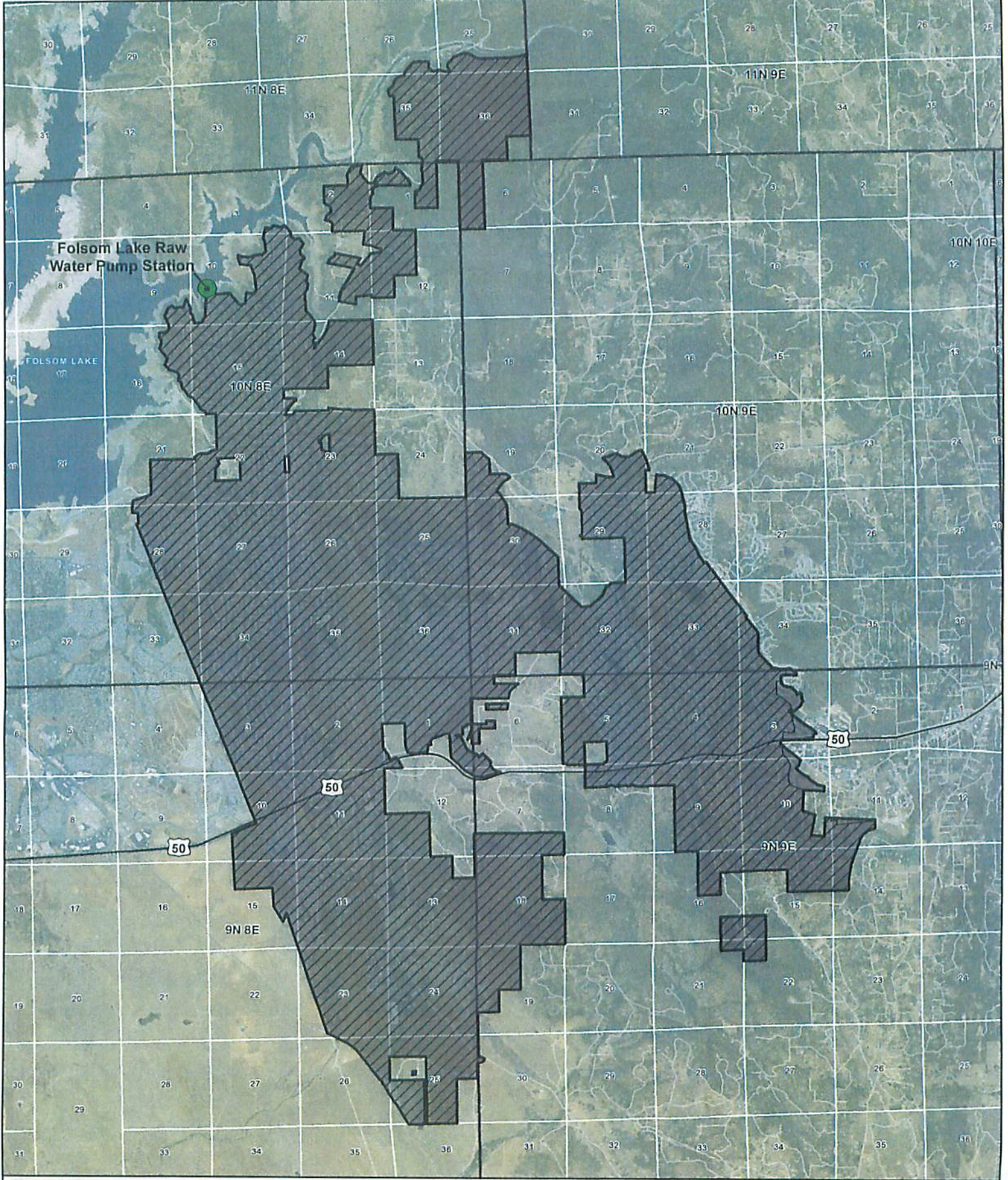
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-  Point of Diversion
-  Contractor's Service Area
-  District Boundary

El Dorado Irrigation District
 Contract No. 06-WC-20-3317
 Exhibit A

RECLAMATION
Managing Water in the West



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EXHIBIT B
EL DORADO IRRIGATION DISTRICT
WARREN ACT CONTRACT RATES
WATER YEAR 2016
(Per Acre-Foot)

Cost Component	M&I Cost of Service ¹
Water Marketing	\$7.35
Conveyance O&M ²	\$18.92
Conveyance O&M Sub-Total	\$26.27
Other Cost	\$0.32
Conveyance Construction ²	\$0.45
Conveyance Construction Sub-Total	\$0.77
Total Water Marketing, and Conveyance:	\$27.04
Storage O&M	\$0.00
Storage Construction	\$0.00
Storage Sub-Total:	\$0.00
TOTAL Marketing, Conveyance & Storage	\$27.04

¹ The M&I Cost of Service Rate is applicable to Non-Project Water delivered for municipal and industrial purposes. See definition of "Municipal and Industrial Water" in subdivision (g) of Article 1 of this Contract.

² The Folsom Reservoir is used to convey water to the District; therefore, the storage rate is used for conveyance purposes.

Additional details of the rate components are available on the Internet at www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html

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EXHIBIT C

SOURCE(S) OF CONTRACTOR'S NON-PROJECT WATER

The sources of Non-Project Water shall be the Contractor's direct diversion rights for water of the South Fork American River at the Kyburz Diversion Dam, and rights for diversion for storage in Caples Lake in Alpine County, Silver Lake in Amador County and Lake Aloha in El Dorado County, granted in Permit 21112 by the California State Water Resources Control Board. The water rights covered in Permit 21112 are made available by the operation of existing facilities of the Federal Energy Regulatory Commission (FERC) "Project 184". The quantity of Non-Project Water available under the Contract, up to 17,000 acre-feet each year that will be conveyed to the Contractor will be the outflow of Non-Project Water from bypassed flows at the Kyburz Diversion Dam and releases from the El Dorado Powerhouse, minus 15% of this outflow for conveyance losses, and minus the diversions of such water at El Dorado Forebay and Hazel Creek Tunnel.

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EXHIBIT D

7-2279 (01-2014)
Bureau of Reclamation

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION ASSISTANCE AGREEMENT

Page 1 of 47

1A. AGREEMENT NUMBER R14AC00061		1B. MOU NUMBER		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT Special District Government	
4. ISSUING OFFICE U.S. Department of the Interior Bureau of Reclamation Mid-Pacific Region Office 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 DUNS: 099865801/EIN: 84-1024566				5. RECIPIENT El Dorado Irrigation District 2890 Mosquito Road Placerville, California 95667			
				DUNS #:	048946420	Congress Dist:	04
6. GRANTS MANAGEMENT SPECIALIST Leanne Henderson Bureau of Reclamation Mid-Pacific Regional Office, MP-3829 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 Phone: (916) 978-4372 Email: lhenderson@usbr.gov				7. RECIPIENT PROJECT MANAGER Brian Mueller, P.E. El Dorado Irrigation District 2890 Mosquito Road Placerville, California 95667 (530) 642-4029 (530) 642-4329 fax Email: bmueller@eid.org			
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Bernie Van Pelt Bureau of Reclamation Central California Area Office Resource Management Division 7794 Folsom Dam Rd Folsom, California 95630 Phone: (916) 989-7127 Email: bvanpelt@usbr.gov				9A. INITIAL AGREEMENT EFFECTIVE DATE: See Block 17a		9B. MODIFICATION EFFECTIVE DATE:	
				10. COMPLETION DATE June 30, 2019			
11A. PROGRAM STATUTORY AUTHORITY Public Law 105-295, Section 1(b) and (c); Public Law 108-137, Section 219 (b); and Public Law 108-361, Section 203						11B. CFDA Number 15.512	
12. FUNDING INFORMATION		RECIPIENT/OTHER		RECLAMATION		13. REQUISITION NUMBER 2004 7668	
Total Estimated Amount of Agreement		\$17,470,345.00		\$3,030,320.00		14A. ACCOUNTING AND APPROPRIATION DATA RR02430000 RN 03536200.0019300 00411C	
This Obligation		\$17,470,345.00		\$3,030,320.00			
Previous Obligation		\$0.00		\$0.00			
Total Obligation		\$17,470,345.00		\$3,030,320.00			
Cost-Share %		At Least 50%		No More Than 50%		14B. TREASURY ACCOUNT FUNDING SYMBOL 14XR0680A3	
15. PROJECT TITLE Temperature Control Device (TCD)							
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named Recipient BY: <u>Jim Abernethy</u> DATE: <u>9-18-14</u>				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY: <u>Dwight Davis</u> DATE: <u>9-19-14</u>			
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER <u>Jim Abernethy</u> General Manager 530-442-4041 <input type="checkbox"/> Additional signatures are attached				17b. NAME OF GRANTS OFFICER Vivian Davis			

Jim Abernethy 9/18/14
Dwight Davis
OFF

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**Cooperative Agreement
Between
Bureau of Reclamation
And
El Dorado Irrigation District
For
Temperature Control Device (TCD)**

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 El Dorado Irrigation District, hereinafter referred to as the "Recipient" or "Grantee," pursuant to PL 105-295, Section 1(b) and (c); PL 108-137, Section 219 (b); and PL 108-361, Section 203. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

PL 105-295, Sec 1 - AUTHORIZATION TO CONSTRUCT TEMPERATURE CONTROL DEVICES.

(b) DEVICE ON NON-CVP FACILITIES—The Secretary of the Interior is hereby authorized to construct or assist in the construction of one or more temperature control devices on existing non-Federal facilities delivering Central Valley Project water supplies from Folsom Reservoir and necessary associated temperature monitoring facilities. These costs of construction of temperature control device and associated temperature monitoring facilities shall be nonreimbursable and operated by the non-Federal facility owner at its expense, in coordination with the Central Valley Project for the benefit and propagation of Chinook salmon and steelhead trout in the American River, California.

(c) AUTHORIZATION.—There is hereby authorized to be appropriated for the construction of a temperature control device on Folsom Dam and necessary associated temperature monitoring facilities the sum of \$5,000,000 (adjusted for inflation based on October 1997 prices). There is also authorized to be appropriated for the construction of a temperature control device on existing non-Federal facilities and necessary associated temperature monitoring facilities the sum of \$1,000,000 (October 1997 prices). There is also authorized to be appropriated, in addition thereto, such amounts as are required for operation, maintenance, and replacement of the temperature control devices on Folsom Dam and associated temperature monitoring facilities.

PL 108-137, Sec 219

(b) ADMINISTRATION

(a) Section 1(b) of Public Law 105-295 (112 Stat. 2820) is amended by striking the second sentence and inserting the following: "The Federal share of the costs of constructing the temperature control device and associated temperature monitoring facilities shall be 50 percent and shall be nonreimbursable. The temperature control device and associated temperature monitoring facilities shall be operated by the non-Federal facility owner at its expense in coordination with the Central Valley Project for the benefit and propagation of Chinook salmon and steelhead trout in the American River, California."

(b) Section 1(c) of Public Law 105-295 (112 Stat. 2820) is amended by striking "\$1,000,000" and inserting "\$3,500,000".

PL 108-361, SEC. 203. FOLSOM RESERVOIR TEMPERATURE CONTROL DEVICE AUTHORIZATION.

Section 1(c) of Public Law 105-295 (112 Stat. 2820) (as amended by section 219(b) of Public Law 108-137 (117 Stat. 1853)) is amended in the second sentence by striking "\$3,500,000" and inserting "\$6,250,000".

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

This project will assist the Recipient in accomplishing its public purpose by preserving the cold water habitat in Folsom Reservoir, and downstream in the Lower American River, in order to support critical life stage development of Environmental Species Act (ESA)-listed fish species, including Chinook Salmon.

3. BACKGROUND AND OBJECTIVES

All power plant outlets on Folsom Dam have a TCD to conserve cold water in the reservoir during the warmest months of the year. However, a jeopardy decision issued by the National Marine Fisheries in their Biological Opinion (June 4, 2009) indicated that more cold water is needed. The colder water is later released to cool the water temperature for species of listed anadromous cold water fish species (salmon and steelhead) downstream of the dam in the lower American River in accordance with Reasonable and Prudent Alternatives under the Biological Opinion for the Long-Term Coordinated Operations of the State Water Project and CVP. In summer, the lake stratifies with colder water at its lower elevations, and warmer water near its surface. Present operations of the El Dorado Hills Pumping Plant (EDHPP), with its intakes located deep in the reservoir, reduces the volume of the cold water pool. The proposed Project would allow the Recipient to preserve more of the cold water pool at the lake bottom water into the water delivery system so that colder water can be used as needed to provide improved fish habitat and conditions in the lower American River below Folsom Dam.

Due to the limitations associated with the design of the existing the Recipient intake in Folsom Reservoir at times it diverts water from the reservoir's cold water pool. The completed TCD project will provide greater flexibility to meet temperature control objectives on the lower American River without interrupting the Recipient's water supply operations. The work under the current project continues coordination efforts between Reclamation and the Recipient on the potential design of a TCD to modify the Recipient's current water supply intake to the pumping plant.

The purpose of this agreement is for Reclamation to assist and provide guidance to the Recipient on the design and construction of a TCD on existing non-Federal facilities, EDHPP, delivering Central Valley Project (CVP) water supplies that would allow the Recipient to only withdraw warmer waters from different elevations at Folsom Lake, CA. The TCD is needed to preserve the cold water pool in Folsom Lake for the controlled releases from the dam for cold water anadromous fish species in the Lower American River.

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 \$3,030,320.00 of which the initial amount of federal funds available is limited to \$3,030,320.00 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

Project Schedule:

Objective 1- Project Management and Administration	September 30, 2018
A – Value Planning Screening Evaluation	April 30, 2015
B – Update Construction Cost Estimate	September 30, 2015
Objective 2- Environmental Management and Requirements	September 30, 2016
A – Investigation and feasibility studies	September 30, 2015
Objective 3- Project Design and Development Plan	September 30, 2017
A – 30% design development	April 30, 2016

B – 60% design development	September 30, 2016
C – 90% design development	April 30, 2017
D – Final design development	September 30, 2017
Objective 4- Construction and Construction Site Environment	September 30, 2018
Objective 5- Post Project Observation and Functional Checkout	June 30, 2019

The project to be constructed enables the District to divert water from discrete elevations within Folsom Lake in El Dorado Hills, California to the El Dorado Hills Water Treatment Plant on a year round basis. At a minimum the District will always be permitted to divert water through the uppermost intake on the TCD that has minimum submergence for proper operation. The project includes the TCD and a pump station, both of which are required to deliver water from Folsom Lake. Only the TCD, and not the pump station, is included with this agreement. This Project will also provide the following benefits:

- The ability to take water at discrete elevations to preserve Folsom Reservoir's cold water pool.
- Enable the District to isolate one or two screened intakes (one in each intake) for the purpose of minimizing impacts to the cold water pool in Folsom Reservoir.
- Locally operated powered valve controllers for each valve.
- A monitoring Supervisory Control and Data Acquisition (SCADA) telemetry system to monitor water temperature and flow.
-

Objective 1. Project Management and Administration

Establish and maintain accounts, books, and records pertaining to management, administration, coordination, labor, and financial transactions pertaining to this assistance agreement. The Recipient's role during the project management and administration phase for design and construction is as an expert witness to its contractor's quality of work and the final finished product. The Recipient will oversee and manage the design and construction of the TCD and provide a liaison and communication path for Reclamation. The liaison will provide project updates progress reports of the milestone in order for Reclamation to make periodic trips to review, inspect, and check the status of the project.

A. Provide the necessary preliminary investigation and feasibility studies associated with project management and administration for the design and construction concepts of a TCD. The preliminary investigation and feasibility study would include a technical evaluation of alternatives for temperature management (i.e., to look at alternate locations of a TCD along with other feasible alternatives in sequence with a TCD) in order to ascertain risks and to demonstrate that critical components are feasible. This preliminary investigation will proceed under a Value Planning (Screening Evaluation) Study with experts contributing to the outcomes based on historic and contemporary knowledge of the issues associated with temperature management at Folsom Dam and Reservoir. Once this initial phase is complete, the investigation and feasibility studies will include project management and administration specifics and determinations. The primary goals and contributions are risk and cost management. A full understanding of the administrative complexities associated with the TCD should be shown in order to provide sound project management. The results will demonstrate the project management and administrative feasibility including consideration of current aspects of TCD to provide a well-managed and administrative project. Screening studies are carried out to

determine the overall management and administrative viability and economic attractiveness without pursuing the concepts in great detail.

B. Prepare an updated cost estimate for the construction of the TCD including; administration and legal, engineering, project inspection, construction capital, and construction contingency costs.

Objective 2. Environmental Management and Requirements

Comply with all federal, state and local environmental requirements, laws, policies, regulations, assessments, and guidelines issued respectively relating to the TCD project and its construction. Implement all necessary environmental documentation which included the preparation, development, planning, certification, inspection, monitoring, entry, reports, permits, and information as well as other requirements specified by environmental law. Identify actual or potential environmentally significant impacts ensuring that the significant impacts are considered in project goals, objectives and targets. Ensure the goals, objectives, and targets are consistent with environmental documents. Provide notification for participation with federal, state, and local governments, groups, and private concerns in meetings, hearings, and other activities which affect the project keeping all stakeholders informed of activities. The results of all formal environmental materials, documentation, drawings and other information shall be documented in a design history file. This task will entail the listed subtasks as part of the project environmental management and requirements plan.

A. Provide preliminary environmental investigation and feasibility studies for the design and construction concepts for the TCD. The preliminary environmental investigation and feasibility studies include the current location at Folsom SRA and possible alternate locations with the elaboration of risks and a demonstration of critical environmental components as far as feasible. The investigation and feasibility studies include the current and alternate locations with the elaboration of risks and a demonstration of critical environmental components as far as feasible, as well as specifics and determinations of environmental requirements. The primary goals and contributions are risk and environmental management. A full understanding of the environmental complexities associated with the TCD should be shown in order to provide sound environmental management. The results will demonstrate the environmental feasibility including consideration of current aspects of TCD technologies and aesthetics to provide a well environmentally designed facility. Screening studies are carried out to determine the overall environmental viability and economic attractiveness without pursuing the concepts on great detail.

Objective 3. Project Design and Development Plan

Prepare, plan, and conduct project design reviews. Provide the results of the conceptual design, development scope, purpose, and general requirements including but not limited to plans, drawings, technical specifications, and contract requirements. Inform Reclamation of all formal investigative, preliminary, intermediate and final design reviews in order to participate and provide input. Consult with Reclamation outside design reviews on design controls and quality and reliability requirements in order to review and comment as a system of check and balances. Checks and balances may require a series of actions taken by the Recipient for further

formulation, analysis, search, decision, specification, and provide to Reclamation. The results of all formal design review materials, documentation, drawings and other information will be documented in a design history file. This task will entail the listed subtasks as part of the project design development plan.

A. Present the 30% conceptual design development scope, purpose, and general requirements including but not limited to plans, drawings, details, technical specifications, planning activities and contract requirements. Provide all preliminary and conceptual design of the project. All drawings, specifications and associated design documentation will reflect the intent and rationale of the original design providing sufficient detail to describe the TCD and location of construction.

B. Present the 60% detailed design requirements including but not limited to plans, details, drawings, technical specifications, planning activities and contract requirements. Provide all preliminary associated documentation of the project. All drawings, specifications and associated documentation will reflect the intent and rationale of the original design providing sufficient detail to describe the TCD and location of construction.

C. Present the 90% detailed design requirements including but not limited to plans, details, drawings, technical specifications, planning activities and contract requirements. Provide all preliminary and conceptual associated documentation of the project. All drawings, specifications and associated documentation will reflect the intent and rationale of the original design providing sufficient detail to describe the TCD and location of construction.

D. Present the final design requirements including but not limited to plans, details, drawings, technical specifications, planning activities and contract requirements. Provide all final design documentation for construction of the project. All drawings, specifications and associated documentation will reflect the final intent and rationale of the design providing all final detail to describe the TCD and location of construction. Their form and use will provide uniform procedures for consistent and efficient recording, indexing, maintenance, and referencing. All drawings, specifications and associated documentation will be prepared and reviewed professionally to assure their accuracy and the employment of sound engineering practices. The primary purpose of the contract drawings and specification package is to provide the necessary support for planning, procurement, fabrication, installation, construction, testing, and configuration and its systems, and to provide a vehicle for its review by stakeholders. Prior to the start of all construction Reclamation will review and concur with the specifications in the Final design.

Objective 4. Construction and Construction Site Environment

Establish and manage the construction and site environment for the TCD and associated Temperature Monitoring Facilities. This includes: construction project management, inspection, site security. Adhere to Federal, State and local laws that may have an impact to the TCD project. Ensure all interested parties and stakeholders visit the proposed site(s) so that each group will benefit by firsthand knowledge acquired from the field. Provide TCD and associated Temperature Monitoring Facilities layouts for maximum site use and space to include: access

roads, staging, materials, personnel, temporary facilities, field offices, water, electrical, and other service utilities. Review all impacts to include: Flood zones, drainage, hazardous materials, excavation, demolition, grading, fill zones, special soil (foundation) conditions, geological hazard area, hazardous fire area, historic preservation, architectural review, noise ordinance (construction hours), environmental protection, and site preservation. Maintain and adhere to all building and construction codes and inspections to include: codes established by law, the minimum acceptable standards for construction, electrical, plumbing and mechanical systems.

Maintain and adhere to all building and construction permits to include: new construction, demolition, remodeling, expansion, addition or repair to a structure.

Objective 5. Post-Project Observation and Functional Checkout

Develop and prepare Standing Operating Procedures (SOP) within one year of formal acceptance of the project. Verify and validate the correct operation of the TCD in conjunction with Reclamation and its facilities at Folsom Dam Reservoir for the safe and efficient operation to preserve the cold water pool in the lake and enhance downstream habitat for anadromous fish species.

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with Section 5 of the Agreement and 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 SOW 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 SOW. 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 SOW and objectives of this Agreement.

6.2.2 Substantial involvement by Reclamation is anticipated during the performance of activities funded under this cooperative agreement. In support of this Agreement, Reclamation will be responsible for the following:

- review overall project schedule and respective milestones and provide verification and validations, as necessary.
- comment on the development of the TCD design and the collection of information to support the completion of deliverables above.

- meet with the Recipient regularly to keep the momentum of this project going forward.
- validate information as necessary to ensure the TCD design will improve operations within the project area (including appropriate checks and balances on design formulation, analysis, and specification).
- verify and validate the correct operation of the TCD in conjunction with Reclamation's facilities at Folsom Dam Reservoir.

7. BUDGET

7.1 Budget Estimate. The 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.

Budget Item Description	COMPUTATION		COST SHARE				Quantity Type (hours)	TOTAL COST
	\$/Unit	Total Qty	EID		Reclamation			
				Cost		Cost		
Salaries And Wages								
Engineering Division Manager	66	143		8,043		1,395	hrs	\$ 9,438
Senior Engineer	57	674		32,739		5,679	hrs	\$ 38,418
Environmental Division Manger	60	236		12,067		2,093	hrs	\$ 14,160
Environmental Review Analyst	47	678		27,158		4,710	hrs	\$ 31,868
Fringe Benefits - 57%								
Engineering Division Manager	38	143		4,584		795	hrs	\$ 5,380
Senior Engineer	32	674		18,861		3,237	hrs	\$21,898
Environmental Division Manger	34	236		6,878		1,193	hrs	\$ 8,071
Environmental Review Analyst	27	678		15,479		2,685	hrs	\$18,164
Travel								\$0
Equipment								\$0
Supplies/Materials								\$0

Contractual/ Construction								
Engineering Fees	900,000	1		766,966		133,034	each	\$900,000
Inspection Fees	1,350,000	1		1,150,449		199,551	each	\$1,350,000
Construction	18,000,000	1		15,339,317		2,660,683	each	\$18,000,000
Other								\$0
Total Direct Costs				17,382,340		3,015,055		\$20,397,395
Indirect Costs - 110% of Salaries and Wages	93,882	1.1	80,004	88,005	13,878	15,265	each	\$103,270
Total Project Costs								\$20,500,665

FUNDING SOURCES	% TOTAL PROJECT COST	TOTAL COST BY SOURCE
RECIPIENT FUNDING	85%	\$17,470,345
OTHER NON-FEDERAL FUNDING		
RECLAMATION FUNDING	15%	\$3,030,320
OTHER FEDERAL FUNDING		
TOTALS	100%	\$20,500,665

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 is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

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 subgrantees are permitted to rebudget 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 subgrants even if paragraphs (c) through (f) of this section do not.

(c) *Budget changes.*

(1) *Nonconstruction projects.* Except as stated in other regulations or an award document, grantees or subgrantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a nonconstruction 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 subgrantees shall obtain prior written approval for any budget revision which would result in the need for additional funds.

(3) *Combined construction and nonconstruction projects.* When a grant or subgrant provides funding for both construction and nonconstruction activities, the grantee or subgrantee must

obtain prior written approval from the awarding agency before making any fund or budget transfer from nonconstruction to construction or vice versa.

(d) *Programmatic changes.* Grantees or subgrantees 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 nonconstruction projects, contracting out, subgranting (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 subgrantee 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 subgrantee 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 subgrantee'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:

Brian Mueller, P.E.
El Dorado Irrigation District
2890 Mosquito Road
Placerville, California 95667
(530) 642-4029
(530) 642-4329 fax
Email: bmueller@eid.org

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):

Vivian Davis
Bureau of Reclamation
Mid-Pacific Regional Office
2800 Cottage Way, Room E-1815
Sacramento, California 95825-1898
Email: vdavis@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):

Bonnie Van Pelt
Bureau of Reclamation
Central California Area Office (CCAO)
Resource Management Division
7794 Folsom Dam Rd
Folsom, California 95630
Email: bvanpelt@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.

8.2.3 Grants Management Specialist. The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Leanne Henderson
Bureau of Reclamation
Mid-Pacific Regional Office
2800 Cottage Way, Room E-1815
Sacramento, California 95825-1898
Email: lhenderson@usbr.gov

9. REPORTING REQUIREMENTS AND DISTRIBUTION

9.1 Noncompliance. 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. Noncompliance 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 subgrant supported activities. Grantees must monitor grant and subgrant 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) *Nonconstruction 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 subgrantees.

(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 subgrants. 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 subgrant 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 subgrantee when not needed. The grantee may extend the due date for any performance report from a subgrantee 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
Performance Report		
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	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 first performance report is due for reporting period ending March 31, 2015	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist
Federal Financial Report		
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	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 first performance report is due for reporting period ending March 31, 2015	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist

* 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.

11. PROVISIONAL INDIRECT COST RATE TERM

NOTE: The 110% indirect cost rate which is applied against the following direct cost base of \$103,270, is a provisional agreement between Reclamation and the Recipient and is subject to change. The Recipient must coordinate review and approval of their indirect cost rate with the Acquisition Services Directorate, Interior Business Center (ASD/IBC), Department of the Interior within 9 months of award in accordance with the applicable OMB Cost Principles.

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 subawards 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 subgrantees 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 subgrantee, in accordance with Treasury regulations at 31 CFR part 205.

(c) *Advances.* Grantees and subgrantees 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 subgrantee.

(d) *Reimbursement.* Reimbursement shall be the preferred method when the requirements in paragraph (c) of this section are not met. Grantees and subgrantees 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 subgrantee may use that method to pay its construction contractor, and if it does, the awarding agency's payments to the grantee or subgrantee will be based on the grantee's or subgrantee'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 subgrantees if the reason for using such method is the unwillingness or inability of the grantee to provide timely advances to the subgrantee to meet the subgrantee's actual cash disbursements.

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

(1) Grantees and subgrantees 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 subgrantees 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 subgrantees unless—

(i) The grantee or subgrantee has failed to comply with grant award conditions, or

(ii) The grantee or subgrantee 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 subgrantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or subgrantees 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 subgrantees 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 subgrantee 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 subgrantees shall promptly, but at

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

2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. 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. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at www.usbr.gov/mso/aamd/asap.html. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

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 subgrantees will follow paragraphs (b) through (i) in this section.

(b) *Procurement standards.*

(1) Grantees and subgrantees 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 subgrantees 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 subgrantees 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 subgrantee 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 subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees 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 subgrantee'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 subgrantee 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 subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees 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 subgrantees 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 subgrantees 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 subgrantees 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 subgrantees 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 subgrantees 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 subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee 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 subgrantees 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 subgrantee 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 subgrantee'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 subgrantee.

(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) Noncompetitive 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 subgrantees 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 subgrantees 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 subgrantees 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 subgrantees 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 subgrantees 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 subgrantees 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 subgrantee 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 subgrantees 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 subgrantees 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 subgrantees 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 subgrantee 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 subgrantees 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 subgrantee'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 subgrantee 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 subgrantee 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 subgrantee 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 subgrantee that it is complying with these standards. A grantee or subgrantee 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 subgrantee 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 subgrantee'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 subgrantee 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 subgrantees.)

(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 subgrants 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 subgrantees 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 subgrantees 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 subgrantee, 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 subgrantees 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 subgrants 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 (Pub. L. 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 subgrant will vest upon acquisition in the grantee or subgrantee 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 subgrantees will follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment shall be used by the grantee or subgrantee 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 subgrantee 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 subgrantee 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 subgrantee 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 subgrantee 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 subgrant 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 subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

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

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

(2) Grantees or subgrantees 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 subgrantee 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 subgrant will vest, upon acquisition, in the grantee or subgrantee 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 subgrantee 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 subgrantee 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 subgrantee 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 subgrantee'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 subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee 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 subgrantee 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 subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, 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 subgrantee 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 subgrantee 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 subgrantee 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 (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement 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, subRecipients under this award, and subRecipients' 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 subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subRecipient 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 subRecipient 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 Governmentwide Debarment and Suspension (Nonprocurement)," 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 subRecipient 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 subRecipient 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 Governmentwide Debarment and Suspension (Nonprocurement)," 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 subaward 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 subRecipient 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRecipients 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 the 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)

The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.

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 subawards under this award, you:

1. Must notify potential subRecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward 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 subRecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- 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 subRecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 11.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *SubRecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

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.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

- a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of SubRecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subRecipient under this award, you shall report the names and total compensation of each of the subRecipient's five most highly compensated executives for the subRecipient's preceding completed fiscal year, if—

i. in the subRecipient's preceding fiscal year, the subRecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. *Where and when to report.* You must report subRecipient executive total compensation described in paragraph c.1. of this award term:

i. To the Recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subRecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subRecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subRecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. 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 subRecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subRecipient considers a contract.

4. *SubRecipient* means an entity that:

i. Receives a subaward from you (the Recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the Recipient's or subRecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

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EXHIBIT E

GAGING PLAN

Water Measurement

The Contractor will utilize gages to measure the volume of water introduced and diverted from Folsom Reservoir. The Contractor maintains gages to ensure compliance with minimum streamflows as required by the Federal Energy Regulatory Commission (FERC) license for the El Dorado Hydroelectric Project No. 184 (Project 184). Additionally, the Contractor maintains measurement devices for documenting volumes of water diverted from: 1) Folsom Reservoir at Folsom Lake Raw Water Pump Station, and 2) Forebay Reservoir at the Main Ditch to Reservoir 1.

For each month, consistent with Article 4(b) before the 15th day of the succeeding month, the Contractor will provide all reports of daily operations that contain the following information:

1. Gaging records documenting the total volume (af) delivered to Folsom Reservoir calculated from average daily flow below the Kyburz Diversion Dam (A12; USGS 11439500)
2. Gaging records documenting the total volume (af) delivered to Folsom Reservoir calculated from total daily volume through the El Dorado Powerhouse (A19)
3. Gaging records documenting the total volume (af) diverted from Folsom Reservoir at the Folsom Lake Raw Water Pump Station
4. Gaging records documenting the total volume (af) released from Caples Lake calculated from average daily flow measured on Caples Creek at Caples Lake outlet (A6; USGS 11436999)
5. Gaging records documenting the total volume (af) released from Silver Lake calculated from average daily flow measured on Silver Fork at the Silver Lake outlet (A9; USGS 11436000)
6. Gaging records documenting the total volume (af) of leakage from Silver Lake calculated from average daily flow measured on Oyster Creek at Highway 88 (A24)
7. Gaging records documenting the total volume (af) released from Lake Aloha calculated from average daily flow measured on Pyramid Creek above Highway 50 (A40; USGS 11435100)

8. Gaging records documenting the total volume (af) diverted into the El Dorado Canal calculated from average daily flow measured on Canal at diversion (A11; USGS 11439000)
9. Gaging records documenting the total volume (af) diverted at Main Ditch to Reservoir 1 for consumptive use calculated from average daily flow measured on Forebay outlet to EID (A18)
10. Gaging records documenting the total volume (af) diverted at Hazel Tunnel to Jenkinson Lake for consumptive use calculated from average daily flow measured at Hazel Tunnel Diversion (H1)

Water Accounting

Direct diversion rights from the South Fork American River are available from November 1 through July 31. Direct diversions are not available August 1 through October 31 pursuant to the conditions of Permit 21112; therefore, water diverted to storage will be released from Lake Aloha, Caples Lake, and Silver Lake for downstream uses. The approximate volume from each water source will be included during each monthly reporting.

The quantity of Non-Project Water made available for diversion at the Contractor's Point of Delivery shall be calculated as follows:

- 1) Nov 1 - July 31: $(1 - \text{Conveyance Loss}) \times \{\text{South Fork of the American River below Kyburz Diversion Dam (A12) + El Dorado Powerhouse (A19)}\}$
- 2) Aug 1 - Oct 31: $(1 - \text{Conveyance Loss}) \times \{\text{Caples Creek at Caples Lake Outlet (A6) + Silver Fork at Silver Lake Outlet (A9) + Silver Lake Leakage (A24) + Pyramid Creek above Highway 50 (A40)}\} - \{\text{the greater of [0] or [Forebay outlet to EID (A18) + Hazel Tunnel (H1) - NF]}\}$

Where: Natural Flow (NF) = $\{[\text{South Fork of the American River below Kyburz Diversion Dam (A12) + El Dorado Canal at diversion (A11)}] - [\text{Caples Creek at Caples Lake Outlet (A6) + Silver Fork at Silver Lake Outlet (A9) + Silver Lake Leakage (A24) + Pyramid Creek above Highway 50 (A40)}]\}$

EXHIBIT F

Project 184
Water Quality Monitoring Plan

March 8, 2007

Version 3.0

This study plan is a collaborative effort and has been developed to satisfy the water quality monitoring requirements set forth in the Project 184 Settlement Agreement (EID 2003), U.S. Forest Service 4(e) License Condition No. 37 (USFS 2003), and the California State Water Resources Control Board Section 401 Clean Water Act Water Quality Certification Condition No. 15 (SWRCB 2006). The Project 184 Ecological Resources Committee (ERC) conducted a field visit in June of 2005 to review water quality monitoring sites used in this plan.

The scope of this plan has been defined by the water quality monitoring requirements set forth in these documents and has been agreed to by El Dorado Irrigation District (EID).

1.0 Background

The major part of the project area of the Project lies within the South Fork American River portion of the Sacramento River Basin. According to the Central Valley Region Basin Plan (CVRWQCB 1998), the designated beneficial uses for this basin include municipal water supply, power supply, contact recreation, non-contact recreation, canoeing and rafting, warm water fish habitat, coldwater fish habitat, coldwater fish spawning, and wildlife habitat. The designated beneficial uses for Lake Aloha, Silver Lake, and Caples Lake include municipal water supply, irrigation, stock watering, industrial process supply, power production, contact recreation, non-contact recreation, warm water and coldwater fish habitat, coldwater fish spawning, and wildlife habitat. Echo Lake and Echo Creek lie within the Lahontan Basin. The designated beneficial uses of these facilities include municipal water supply, groundwater recharge, navigation, recreation, commercial and sport fishing, coldwater fisheries, wild trout, and fish spawning (LRWQCB 1995).

Management of Project 184 has the potential to affect water quality in the basin and the ability to meet the standards that have been established for each basin. This monitoring plan has been designed to provide information regarding overall water quality in the vicinity of Project 184 (Project), identify potential water quality problems related to the Project, and where the Project can control such factors, and develop resource measures for the protection, mitigation and enhancement of water quality.

2.0 Study Plan Objectives

1. Characterize water quality under current Project operations by directly monitoring water quality.
2. Determine if water quality objectives of Basin Plans (and other applicable water quality criteria) are met and assess whether designated beneficial uses of Basin Plans are protected. This will ultimately be determined by the SWRCB 401 consultation process.
3. Identify any project-controllable resource measures for the protection, mitigation, and enhancement of water quality.

3.0 Study Area and Sampling Locations

The study area of Project 184 includes the main dam and 11 auxiliary dams that comprise the 5,179 acre-foot Lake Aloha, Echo Lake Dam and the 1,943 acre-foot reservoir, the Echo Conduit that transfers water from Lake Aloha into the South Fork of the American River, the main and auxiliary dams at Caples Lake as well as the 20,338 acre-foot reservoir, Silver Lake Dam and 8,640 acre-foot reservoir, the El Dorado Diversion Dam, the El Dorado Canal, Alder Creek Diversion Dam, Mill Creek Diversion Dam, Bull Creek Diversion Dam, Carpenter Creek Diversion Dam, Ogilby Creek Diversion Dam, Esmeralda Diversion Dam, No Name Creek Diversion Dam, and El Dorado Forebay Dam and 356 acre-foot reservoir (FERC 2003).

The following sampling locations were identified by the Ecological Resources Committee (ERC), USFS, and SWRCB to be included in the water quality monitoring plan:

WQ1	Echo Creek below Echo Lake Dam
WQ2	Pyramid Creek below Lake Aloha Dam
WQ3	Caples Creek below Caples Lake Dam
WQ4	Silver Fork American River below Silver Lake Dam
WQ5	South Fork American River upstream of Kyburz Diversion Dam
WQ6	South Fork American River downstream of Kyburz Diversion Dam
WQ7	Carpenter Creek above Carpenter Creek Diversion Dam
WQ8	Carpenter Creek below Carpenter Creek Diversion Dam
WQ9	No Name Creek above No Name Creek Diversion Dam
WQ10	No Name Creek below No Name Creek Diversion Dam
WQ11	Alder Creek above of Alder Creek Diversion Dam
WQ12	Alder Creek below of Alder Creek Diversion Dam
WQ13	Mill Creek above Mill Creek Diversion Dam
WQ14	Mill Creek below Mill Creek Diversion Dam
WQ15	Bull Creek above Bull Creek Diversion Dam
WQ16	Bull Creek below Bull Creek Diversion Dam
WQ17	Ogilby Creek above Ogilby Creek Diversion Dam
WQ18	Ogilby Creek below Ogilby Creek Diversion Dam
WQ19	Esmeralda Creek above Esmeralda Creek Diversion Dam
WQ20	Esmeralda Creek below Esmeralda Creek Diversion Dam

It is anticipated that many of the water quality sampling locations will correspond to water temperature monitoring and/or gaging stations that currently exist as part of the Project or have been required for installation as part of the relicensing agreement (see Temperature and Water Quality Monitoring Map).

4.0 Data Collection

4.1 Sample In situ Field Parameters

Basic water quality parameters, including temperature, dissolved oxygen, conductivity, and pH will be measured at all general sampling locations using a water analyzer or equivalent multi-sensor probe. This information will be stored in the probe until all sites have been sampled. At that time, all information will be downloaded into a Project database. Probes will be calibrated prior to each field visit according to manufacturer specifications. Additionally, the probe will be calibrated to track changes in the barometric pressure prior to sampling to adjust for changes in elevation. Immediately following sample collection the sampler will document local influences (stream clarity, weather, and other pertinent notes) and take a photo of the sample site to document conditions at the time of sampling. Equipment performance standards will be updated based on a review of current available technology that is economically achievable.

4.2 Laboratory Parameters

For those parameters that cannot be measured while in the field, water samples will be collected using a swing sampler or similar instrument and taken to a certified laboratory for analysis. Those parameters to be analyzed in a laboratory include turbidity, total suspended sediments, alkalinity, hardness (as calcium carbonate), nitrate (measured as nitrate plus nitrite), copper, aluminum, and coliform both total and fecal (enumeration) (see Appendix A).

A focused fecal coliform sampling effort will be conducted to demonstrate compliance with Basin Plan objectives requisite for protection of waters used for contact recreational activities. Fecal coliform screening samples will be collected in surface waters using the sampling protocols as in Section 4.4. If fecal coliform is detected above standard levels, additional field monitoring will be performed to identify source.

The laboratory will provide for each parameter sample, the laboratory's current method detection limit, reporting limit, and practical quantification limit as appropriate. The lab will attempt to obtain, and report detection limits at or below the adjusted maximum regulatory criteria in the Clean Water Act and Environmental Protection Agency standards.

4.3 Sample Handling

All samples will be taken from the riverbank in flowing water (sampler upstream) at each sample location. The date and time that each sample is collected, sampling site, jar number, and other pertinent information will be recorded in the field for each sample. The grab sample jar will be labeled, preserved, stored, and delivered to a State certified water quality laboratory and the contents analyzed using laboratory methods adequately sensitive to detect parameters at or below regulatory criteria levels. Where applicable, samples will be stored per laboratory standard operating procedures. Compliance with laboratory-approved storage procedures and with maximum holding periods allowed by lab method(s) will be documented, and a chain-of-custody record will be maintained for each sample jar.

Because of the short laboratory holding times of certain parameters, EID and the laboratory will initiate special procedures to ensure that information is not lost due to expiration of the holding times. Constituents with short holding times include certain nutrients (e.g., Nitrate/Nitrite have 48-hour unpreserved holding times) and TSS (7-day holding time). In these instances, the laboratory will be directed either to analyze for the specific parameters immediately upon arrival or to chemically preserve the samples for later analysis. Chemical preservation will only be performed in circumstances where the preservation does not influence the detection limit of the analytical technique. If necessary, preservatives may also be placed into the sample jars prior to collecting the samples. If this preparation occurs, then the samplers will be notified of the jar constituents and any special handling instructions prior to entering the field.

4.4 QA/QC

All samples will be collected, handled and delivered to the lab consistent with specific EPA methods or other approved sampling/handling protocols including but not limited to Standard Methods for the Examination of Water and Wastewater (1998). Appropriate QA/QC methods and documentation will be followed. Field QA/QC methods may vary somewhat by chemical parameters, but certain methods will be uniformly applied to all field sampling. Clean sampling techniques will be applied throughout the sampling effort. All sample bottles will be prepared by a California state-certified laboratory (ELAP). The laboratory will prepare all sample bottles and, where necessary, place the appropriate amount and type of preservative in sample bottles. All field crew members collecting samples will wear gloves to prevent possible sample contamination. The labeled samples will be placed in closed, lightproof coolers filled with ice. Samples will be delivered to the laboratory daily during sampling trips. Iced samples will be delivered to the laboratory within the specified holding time. Quality control in the field will be assured by accurate and thoroughly completed sample labels, field sheets, chain of custody, and sample log forms. Sample labels will include sample identification code, date, time, stream name, sampling location, collector's name, sample type and preservative if applicable. During situations where sampling becomes a safety hazard and accessibility is absent, EID will notify the ERC upon completion of the sampling.

5.0 Reporting

The data collected under the monitoring protocols identified in this plan will be electronically compiled and distributed annually by January 31, to the FS, ERC, and SWRCB. EID will provide annual data updates to the ERC during the annual update meeting, which occurs prior to March 15. A draft annual water quality report will be circulated to the ERC for review and consideration at least two weeks prior to the annual meeting. Based on the results of the annual meeting, EID shall submit an annual report to FS, ERC, SWRCB, and FERC by June 30 of each year. The report shall summarize the results of any ongoing monitoring or study efforts, any changes to be implemented under the license, and a summary of any unresolved issues and proposed actions to resolve each issue. All ERC members and FS and SWRCB shall have 30 days to review and comment on the draft annual report prior to its submittal to FERC. The final annual report shall be distributed to FS, ERC, and SWRCB after submission to FERC.

The annual report will include the issues addressed, objectives, study area including sampling locations, methods, laboratory reports and QA/QC, analysis, and results. A summary of results will be provided in tabloid format that shall include specific method detection limits for each parameters and analytical data reported. The report will also include relevant graphs depicting the seasonal relationship between DO, temperature, pH, and other parameters as necessary at all locations. Additional graphs will be provided to more clearly demonstrate any changes in specific water quality parameters over time or longitudinal movement of flow through the system. Discussion appropriate to results and supportive of analyses and conclusions will be provided. All reports will be prepared in a format so that they can easily be reviewed by the ERC and filed with the Federal Energy Regulatory Commission (FERC) after approval. E-mail updates and CD of all reporting information will be provided to the ERC. Additionally, EID will coordinate with other agencies to share water quality data or additional important information, where feasible.

6.0 Schedule

Water quality sampling to evaluate changes in water quality associated with changes in the stream flow regime will be completed in the first, third, and fifth years following ERC approval of this plan. If additional sampling is needed after the fifth year, frequency will be determined cooperatively between the SWRCB, USFS, the ERC, and EID. Once sufficient data is obtained to indicate lack of a water quality issue, some parameters and/or sampling locations may be removed from the monitoring program.

Water quality data will be collected eight times per year during the first three monitoring years. All samples other than fecal coliform will be collected once each during March, May, June, July, August, September, first storm of the season, and December. Fecal coliform samples will be collected May through September during the first three monitoring years. Samples will be collected no less than five times within a thirty-day period and will capture days with high recreational periods.

Each round of sampling will occur over a two to three day period due to the number of locations, distance between locations, sample location accessibility, and laboratory's ability to process the samples. The sampling will be conducted concurrent with the monthly stream gage monitoring, where feasible. The sampling schedule will be established at the beginning of each sampling year to maintain consistency.

7.0 Literature Cited

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APPENDIX A
Analytical Parameters

Constituent	Units	Detection Limit	Method	Rationale
Temperature	°C	-	Water Analyzer	Indicator of water quality
Dissolved Oxygen	mg/L	0.1	Water Analyzer	Indicator of water quality
Conductivity	µmhos/cm	1	Water Analyzer	Indicator of water quality
pH	Units	-	Water Analyzer	Indicator of water quality
Turbidity	NTU	0.2	Water Analyzer	Indicator of water quality
Total Suspended Sediments	mg/L	1.0	EPA 160.2	Indicator of water quality
Alkalinity	mg/L	5.0	SM 2320 B/ EPA 310.1	Indicator of water quality
Hardness (Calcium Carbonate)	mg/L	1.0	SM 2340C	Indicator of water quality
Nitrate (Nitrate plus Nitrite)	mg/L	0.05	EPA 300.0	Indicator of nutrient loading
Copper	µg/L	1.0	EPA 200.8	Toxic to aquatic species
Aluminum	mg/L	0.05	EPA 200.8	Toxic to aquatic species
Total Coliform	MPN	2	SM 9221 A, B, C	Indicator of water quality
Fecal Coliform	MPN	2	SM 9221E (MTF/EC)	Indicator of water quality

MPN = Most Probable Number
 SM = Standard Methods 20th Edition
 EPA = Environmental Protection Agency
 mg/L = milligrams per liter
 µg/L = micrograms per liter

Note: Methods may be changed based on future approved EPA and Standard Method updates.

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EXHIBIT G
FOREGONE POWER

FORMULA TO ESTIMATE FOREGONE POWER COSTS

1. Ten Year Avg KWh/AF efficiencies (2001-2011):

Folsom 259.84 KWh per AF

Nimbus 33.81 KWh per AF

2. Average Annual Market Price = \$36.00 per MWh

3. Formula:

Folsom (259.84) + Nimbus (33.81) X Average Annual Market Price = \$/AF of Warren Act Water
1000KWh

$((259.84 \text{ KWh/AF} + 33.81 \text{ KWh/AF})/1000) \times \$36 = \$10.57/\text{af}$ (**Estimated** cost per acre foot for foregone power due to EID diverting Project 184 Warren Act water at Folsom Reservoir).

4. The Contractor can then take the \$10.57/af and multiply this number by the amount of Project 184 water that they will divert in a Year, to come up with the total estimated cost of foregone power resulting from diverting this water at Folsom Reservoir.

5. The Estimated cost per acre-foot for foregone power diversion of Project 184 water will be trued up to an actual number at the end of each Year.

ADVANCE PAYMENT AND TRUE UP PROCESS FOR FOREGONE POWER COSTS

A Letter of Agreement will be established with the Contractor which will document the process for the advance payment of the estimated foregone power cost pursuant to Article 3(f.1) and the true up process for the actual foregone power costs each Year.

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