



AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
District Board Room, 2890 Mosquito Road, Placerville, California
May 13, 2024 — 9:00 A.M.

Board of Directors

Alan Day—Division 5
President

Pat Dwyer—Division 2
Vice President

George Osborne—Division 1
Director

Brian K. Veerkamp—Division 3
Director

Lori Anzini—Division 4
Director

Executive Staff

Jim Abercrombie
General Manager

Brian D. Poulsen
General Counsel

Jennifer Sullivan
Clerk to the Board

Jesse Saich
Communications

Brian Mueller
Engineering

Jamie Bandy
Finance

Jose Perez
Human Resources

Aaron Kennedy
Information Technology

Dan Corcoran
Operations

PUBLIC COMMENT: Anyone wishing to comment about items not on the Agenda may do so during the public comment period. Those wishing to comment about items on the Agenda may do so when that item is heard and when the Board calls for public comment. Public comments are limited to five minutes per person.

PUBLIC RECORDS DISTRIBUTED LESS THAN 72 HOURS BEFORE A MEETING: Any writing that is a public record and is distributed to all or a majority of the Board of Directors less than 72 hours before a meeting shall be available for immediate public inspection in the office of the Clerk to the Board at the address shown above. Public records distributed during the meeting shall be made available at the meeting.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act (ADA) and California law, it is the policy of 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 for this meeting, please contact the EID ADA coordinator at 530-642-4045 or email at adacoordinator@eid.org at least 72 hours prior to the meeting. Advance notification within this guideline will enable the District to make reasonable accommodations to ensure accessibility.

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PUBLIC PARTICIPATION INSTRUCTIONS

Instructions to join the Board Meeting by telephone only

No accompanying computer or mobile device is required. This option will allow participants to listen to Board meeting audio and address the Board during public comment periods by pressing *9 on the telephone keypad.

Dial **1.669.900.6833** and enter Meeting ID **945 6360 8941** when prompted.

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CALL TO ORDER

Roll Call
Pledge of Allegiance
Moment of Silence

ADOPT AGENDA

COMMUNICATIONS

General Manager's Employee Recognition

PUBLIC COMMENT

COMMUNICATIONS

General Manager

Brief reports on District activities or items of interest to the public, including activities or developments that occur after the agenda is posted.

Clerk to the Board

Board of Directors

Brief reports on community activities, meetings, conferences and seminars attended by the Directors that are of interest to the District and the public.

APPROVE CONSENT CALENDAR

Action on items pulled from the Consent Calendar

CONSENT CALENDAR

1. Clerk to the Board (Sullivan)

Consider approving the minutes of the April 8, 2024, regular meeting of the Board of Directors.

Option 1: Approve as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

2. Office of the General Counsel (Leeper)

Consider approving recommendations of Reeb Government Relations, LLC, as the District's official positions on proposed state legislation.

Option 1: Approve recommendations of Reeb Government Relations, LLC, as the District's official positions on proposed state legislation.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

3. Engineering (Carrington)

Consider approving a contract change order to Syblon Reid Contractors in the not-to-exceed amount of \$187,024.38 for construction of the Echo Conduit Emergency Replacement Project and authorize additional funding of \$187,024.38 for the Echo Conduit Emergency Replacement Project, Project No. 23026.01.

Option 1: Approve a contract change order to Syblon Reid Contractors in the not-to-exceed amount of \$187,024.38 for construction of the Echo Conduit Emergency Replacement Project and authorize additional funding of \$187,024.38 for the Echo Conduit Emergency Replacement Project, Project No. 23026.01.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

4. Operations/Engineering (Corcoran/Deason)

Consider approving two 2024 Temporary Water Purchase and Sale Agreements with Westlands Water District and authorize the General Manager to execute the Agreements and any related documents necessary to complete the transfers.

Option 1: Approve two 2024 Temporary Water Purchase and Sale Agreements with Westlands Water District and authorize the General Manager to execute the Agreements and any related documents necessary to complete the transfers.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

5. Finance/Operations (Deakyne/Crane/Wilson)

Consider awarding contracts to Univar Solutions USA Inc. and Pioneer Americas, LLC in the not-to-exceed amounts of \$618,190 and \$1,018,875, respectively, to supply as-needed liquid sodium hydroxide and liquid sodium hypochlorite for water and wastewater treatment for one year, beginning July 1, 2024.

Option 1: Award contracts to Univar Solutions USA Inc. and Pioneer Americas, LLC in the not-to-exceed amounts of \$618,190 and \$1,018,875, respectively, to supply as-needed liquid sodium hydroxide and liquid sodium hypochlorite for water and wastewater treatment for one year beginning July 1, 2024.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

6. Engineering (DeLongchamp)

Consider authorizing additional funding in the amount of \$50,000 for capitalized labor for the Diversion Facility Upgrades Project, Project No. 21008.01.

Option 1: Authorize additional funding in the amount of \$50,000 for capitalized labor for the Diversion Facility Upgrades Project, Project No. 21008.01.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

END OF CONSENT CALENDAR

ACTION ITEMS

7. Finance (Lane)

Consider ratifying EID General Warrant Registers for the periods ending April 2, April 9, April 16, April 23, and April 30, 2024, and Board and Employee Expense Reimbursements for these periods.

Option 1: Ratify the EID General Warrant Registers and Board and Employee Expense Reimbursements as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

8. Engineering (Carrington)

Consider awarding contracts to K.W Emerson in the not-to-exceed amount of \$2,884,700 for construction, GHD, Inc. in the not-to-exceed amount of \$213,426 for construction engineering services, and ICM Group, Inc. in the not-to-exceed amount of \$137,200 for general inspection services for the Flume 47A Replacement Project; and authorize additional funding of \$66,115 for specialty inspection services, \$20,000 for environmental services, \$205,000 for capitalized labor, and \$352,644 in contingencies for a total funding request of \$3,879,085 for the Flume 47A Replacement Project, Project No. 22030.01.

Option 1: Award contracts to K.W. Emerson in the not-to-exceed amount of \$2,884,700 for construction, GHD, Inc. in the not-to-exceed amount of \$213,426 for construction engineering services, and ICM Group, Inc. in the not-to-exceed amount of \$137,200 for general inspection services for the Flume 47A Replacement Project; and authorize additional funding of \$66,115 for specialty inspection services, \$20,000 for environmental services, \$205,000 for capitalized labor, and \$352,644 in contingencies for a total funding request of \$3,879,085 for the Flume 47A Replacement Project, Project No. 22030.01.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

REVIEW OF ASSIGNMENTS

ADJOURNMENT

TENTATIVELY SCHEDULED ITEMS FOR FUTURE MEETINGS

Board of Directors

- General Manager contract extension, Action, June 10

Clerk to the Board

- El Dorado County Elections Department consolidated District election resolution, Consent, June 10

Engineering

- Water Master Plan Update review and adoption, including Board tour of El Dorado Hills Water Treatment Plant, Action, June 10 (Brink/Mueller)
- Sly Park Intertie Construction Contract and Capital Improvement Plan funding request, Action, June 10 (Carrington)
- Reservoir 1 Water Treatment Plant generator replacement construction contract and Capital Improvement Plan funding request, Action, June 10 (Soltero)

Finance

- Investment Report for the quarter ending December 31, 2023, Consent, June 10 (Bandy)
- City of Placerville water supply agreement, Consent, June 10 (Bandy)

Information Technology

- Supervisory Control and Data Acquisition (SCADA) cabinet replacement, Consent, June 10 (Kennedy)

Office of the General Counsel

- Easement Quitclaim Assessor Parcel No. 117-400-009, Consent, June 10 (Sarge)

Office of the General Counsel/Finance

- Financial Advisor Services and Bond Disclosure Counsel Contract, Consent, June 10 (Poulsen/Bandy)

Operations

- Water Year 2024 Final Update, Information, June 10 (Baxter)
- Powerhouse Road rock contract, Consent, June 10 (Heape)



MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
District Board Room, 2890 Mosquito Road, Placerville, California
April 8, 2024 — 9:00 A.M.

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President

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Vice President

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Director

Brian K. Veerkamp—Division 3
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CALL TO ORDER

President Day called the meeting to order at 9:00 A.M.

Roll Call

Board

Present: Directors Osborne, Dwyer, Veerkamp, Anzini and Day

Staff

Present: General Manager Abercrombie, Senior Deputy General Counsel Leeper and Board Clerk Sullivan

Pledge of Allegiance and Moment of Silence

Director Day led the Pledge of Allegiance.

ADOPT AGENDA

ACTION: Agenda was adopted.

MOTION PASSED

Ayes: Directors Anzini, Osborne, Dwyer, Veerkamp and Day

COMMUNICATIONS

Awards and Recognitions

General Manager Abercrombie recognized EID staff, Lelan Kay.

PUBLIC COMMENT

None

COMMUNICATIONS

General Manager

None

Clerk to the Board

None

Board of Directors

Director Dwyer reported that he attended a District facilities tour organized for Rebecca Guo, El Dorado Water Agency Executive Director, to enhance her understanding of the District. He expressed gratitude to the staff for coordinating and guiding the tour.

APPROVE CONSENT CALENDAR

ACTION: Consent Calendar was approved.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

CONSENT CALENDAR

1. Clerk to the Board (Sullivan)

Consider approving the minutes of the March 11, 2024, regular meeting of the Board of Directors.

ACTION: Option 1: Approved as submitted.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

2. Office of the General Counsel (Sarge)

Consider adopting a resolution quitclaiming an unused easement to the landowner of Assessor Parcel No. 126-490-002.

ACTION: Option 1: Adopted Resolution No. 2024-006, quitclaiming an unused easement to the landowner of Assessor Parcel No. 126-490-002.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

3. Operations (Heape)

Consider authorizing additional funding in the amounts of \$25,000 for capitalized labor and \$119,456 for equipment and materials for a total funding request of \$144,456 for the Canal Remote Terminal Unit Replacement Control Sites, Project No. 19021, and \$375,000 for capitalized labor and \$50,000 for equipment and materials for a total funding request of \$425,000 for the Annual Canal and Flume Improvements Program, Project No. 24022.01.

ACTION: Option 1: Authorized additional funding in the amounts of \$25,000 for capitalized labor and \$119,456 for equipment and materials for a total funding request of \$144,456 for the Canal Remote Terminal Unit Replacement Control Sites, Project No. 19021, and \$375,000 for capitalized labor and \$50,000 for equipment and materials for a total funding request of \$425,000 for the Annual Canal and Flume Improvements Program, Project No. 24022.01.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

4. Office of the General Counsel (Leeper)

Consider approving recommendations of Reeb Government Relations, LLC, as the District's official positions on proposed state legislation.

ACTION: Option 1: Approved recommendations of Reeb Government Relations, LLC, as the District's official positions on proposed state legislation.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

END OF CONSENT CALENDAR

PUBLIC HEARING

5. Engineering (Venable)

Consider adopting a resolution certifying the Environmental Impact Report, adopting the Findings of Fact, including the Mitigation Monitoring and Reporting Program, and approving the Sly Park Intertie Improvements Project pursuant to the California Environmental Quality Act, Project No. 21079.

Public Hearing opened at 9:07 A.M.

Public Comment: Dan Gallagher

ACTION: Option 1: ○ Adopted Resolution No. 2024-008:

- Certifying that the final EIR was presented to the Board of Directors, and the Board has reviewed and considered the information contained in the final EIR prior to acting on the Project;
- Certifying that the final EIR reflects the independent judgment and analysis of the District and the information disclosed therein is accurate, adequate, and objective;
- Certifying that the final EIR has been completed in compliance with CEQA;
- Adopting the Findings of Fact including the Mitigation Monitoring and Reporting Program;
- Approving the Project as described in the final EIR as the Sly Park Intertie Improvements Project in accordance with CEQA;
- Specifying that the documents or other materials which constitute the record of proceedings upon which this decision is based shall be in the custody of the Clerk to the Board at District Headquarters; and
- Directing staff to file a Notice of Determination with the El Dorado County Clerk and the Governor's Office of Planning and Research.

MOTION PASSED

Ayes: Directors Anzini, Dwyer, Osborne, Veerkamp and Day

INFORMATION ITEMS

6. Engineering (Money)

Capital Improvement Plan project completion summary.

ACTION: None – Information only.

ACTION ITEMS

7. Finance (Lane)

Consider ratifying EID General Warrant Registers for the periods ending March 5, March 12, March 19 and March 26, 2024, and Board and Employee Expense Reimbursements for these periods.

ACTION: Option 1: Ratified the EID General Warrant Registers and Board and Employee Expense Reimbursements as submitted.

MOTION PASSED

Ayes: Directors Dwyer, Anzini, Osborne, Veerkamp and Day

8. Finance (Bandy)

Consider adopting a resolution declaring the intent to issue tax-exempt obligations in the reasonably expected maximum principal amount of \$70 million for acquiring certain public facilities and improvements.

ACTION: Option 1: Adopted Resolution No. 2024-007, declaring the intent to issue tax-exempt obligations in the reasonably expected maximum principal amount of \$70 million for acquiring certain public facilities and improvements.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp and Anzini

Noes: Director Day

9. Office of the General Counsel (Leeper)

Consider awarding a contract change order to AECOM in the not-to-exceed amount of \$134,594 for environmental services and authorize additional funding of \$8,650 for application fees for a total funding request of \$143,244 for the Permit 21112 Change in Point of Diversion, Project No. 16003.

ACTION: Option 1: Awarded a contract change order to AECOM in the not-to-exceed amount of \$134,594 for environmental services and authorized additional funding of \$8,650 for application fees for a total funding request of \$143,244 for the Permit 21112 Change in Point of Diversion, Project No. 16003.

MOTION PASSED

Ayes: Directors Osborne, Dwyer, Veerkamp, Anzini and Day

CLOSED SESSION

A. Conference with General Counsel – Anticipated Litigation

Government Code Section 54956.9(d)(2)

(one potential case: contractor claim regarding Flume 45 Abutment Project)

ACTION: The Board met and provided direction but took no reportable action.

B. Public Employment

Government Code Section 54957(b)(1)

Title: General Manager

ACTION: The Board met and provided direction but took no reportable action.

Closed Session continued

C. Conference with Real Property Negotiators

Government Code Section 54956.8

Property: District water rights (including pre-1914, licensed and permitted, and contract based rights (Central Valley Project Water Service Contract No. 14-06-200-1357A-LTR1; Warren Act Contract No. 06-WC-20-3315))

District negotiators: General Manager, General Counsel, Senior Deputy General Counsel

Under negotiation: price and terms of payment for purchase

Negotiating parties: any interested party

ACTION: The Board met and provided direction but took no reportable action.

REVIEW OF ASSIGNMENTS

None

ADJOURNMENT

President Day adjourned the meeting at 12:16 P.M.

Alan Day
Board President
EL DORADO IRRIGATION DISTRICT

ATTEST

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

Approved: _____

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider approving recommendations of Reeb Government Relations, LLC, as the District's official positions on proposed state legislation.

PREVIOUS BOARD ACTION

March 11, 2024 – Board approved recommendations of Reeb Government Relations, LLC, as the District's official positions on proposed state legislation.

April 8, 2024 – Board approved recommendations of Reeb Government Relations, LLC, as the District's official positions on proposed state legislation

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 12020 Duties and Powers

SUMMARY OF ISSUE

Following the March 11 and April 8, 2024, Board meetings, Reeb Government Relations, LLC identified three bills that were substantively amended and could affect the District's interests and, therefore, recommended the District take new positions on the proposed state legislation.

BACKGROUND/DISCUSSION

This year is the second year of the latest two-year legislative cycle in Sacramento (2023-2024). Thousands of bills have been introduced, and legislative hearings are underway. During the March 11 and April 8, 2024, Board meetings, legislative advocate Bob Reeb of Reeb Government Relations, LLC, and District staff identified 38 bills that warrant the District's participation or monitoring. Since then, three bills have been substantively amended in ways that could affect the District's interests. Mr. Reeb has provided the attached report summarizing the bills and recommendations for District positions on these proposed legislative bills.

A list of the three bills and the recommended District position for each follows. A summary and analysis of each bill are available in Mr. Reeb's attached legislative report. Bills may be viewed by clicking on the live links in Mr. Reeb's report; hard copies are available upon request.

- AB 2639 (Patterson) Forestry: timber operations: maintenance of timberlands for fuels reduction – **Support**
- AB 3023 (Papan) Wildfire and Forest Resilience Task Force: interagency funding strategy: state watershed restoration plans: forest resilience plans: grant program guidelines – **Favor**
- SB 1072 (Padilla) Local government: Proposition 218: remedies – **Favor**

BOARD OPTIONS

Option 1 Approve recommendations of Reeb Government Relations, LLC, as the District's official positions on proposed state legislation.

Option 2: Take other action as directed by the Board.

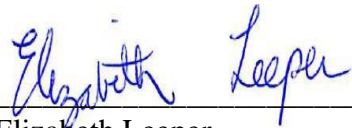
Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

Attachment A: Legislative Report from Reeb Government Relations LLC Regarding Legislative Report for Second Year, 2023-2024 Regular Session, dated April 29, 2024.



Elizabeth Leeper
Senior Deputy General Counsel



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

**El Dorado Irrigation District
2023-24 Regular Session, Second Year, Supplemental Report**

[AB 2639](#) (Patterson, Joe R) Forestry: timber operations: maintenance of timberlands for fuels reduction.
Current Text: Amended: 4/11/2024 [html](#) [pdf](#)
Introduced: 2/14/2024
Last Amend: 4/11/2024
Status: 4/15/2024-Re-referred to Com. on APPR.
Is Urgency: N
Is Fiscal: Y
Location: 4/8/2024-A. APPR.

Notes: Placer County Water Agency is the sponsor of this legislation.

As introduced, this legislation simply stated the intent to enact future legislation relating to CEQA. As such, the bill required substantive amendments before it could be referred to a policy committee for hearing. The District Board of Directors approved a "watch" position on the legislation.

The Z'berg-Nejedly Forest Practice Act of 1973 prohibits a person from conducting timber operations unless a timber harvesting plan prepared by a registered professional forester has been submitted to, and approved by, the Department of Forestry and Fire Protection.

Since introduction, the legislation has been substantively amended to expand the definition of "timber operations" to include the maintenance of timberlands through fuels reduction paid in part or in whole with public funds. The bill would provide that timber operations for the maintenance of timberland, paid in part or in whole with public funds may, as an alternative to obtaining an approved timber harvesting plan, comply with the requirements of CEQA.

According to the author:

"Wildfires are continually providing challenges to the state of California. Over the past decade we have seen the magnitude of mega fires continue to grow. In order to stop this we need to focus on prevention which includes cutting red tape to help public agencies responsibly manage their assets. In my district, a local irrigation district submitted a 500 page mitigated negative declaration after an 18 month study period so it could simply manage approximately 500 acres. Assembly Bill 2639 leaves in place CEQA compliance but also offers a limited alternative option for agencies to manage their land."

The Assembly Natural Resources Committee analysis of AB 2639 explains that this bill would modify the definition of "timber operations" to additionally cover the burning of slash or woody debris following timber harvesting activities or maintenance of timberland paid for, in part or in whole, with public funds. The amendment is intended to cover non-commercial activities under the definition of timber harvesting. The change to the definition removes the commercial nexus, facilitating use of CEQA compliance to be applied in lieu of a Timber Harvest Plan (THP). This change would allow an entity that has an a certified environmental impact report or a a Program Timberland Environmental Impact Report to do routine, non-commercial timber harvesting activities without having to complete a full THP.

Current Position: Watch

Recommended Position: Support

[AB 3023](#) (Papan D) Wildfire and Forest Resilience Task Force: interagency funding strategy: state watershed restoration plans: forest resilience plans: grant program guidelines.
Current Text: Amended: 4/16/2024 [html](#) [pdf](#)
Introduced: 2/16/2024
Last Amend: 4/16/2024
Status: 4/23/2024-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To Consent Calendar. (Ayes 11. Noes 0.) (April 22). Re-referred to Com. on APPR.
Is Urgency: N
Is Fiscal: Y
Location: 4/22/2024-A. APPR.

Notes: This legislation was introduced as a placeholder bill and has since undergone several amendments. As amended April 16, this legislation would require the existing Wildfire and Forest Resilience Task Force (Task Force) to align watershed restoration plans and initiatives with forest resilience actions to achieve more integrated and holistic outcomes. The legislation also would require the Task Force, in developing the comprehensive implementation strategy and the accompanying expenditure plan, to develop, in partnership with NRA, an interagency funding strategy to help coordinate and align implementation of state watershed restoration plans and initiatives, including, but not limited to, the State Water Plan, integrated regional water management plans, associated

regional water planning initiatives, and the California Salmon Strategy for a Hotter, Drier Future, with forest resilience planning efforts, including RFFC program efforts and CAL FIRE's unit fire plans, to achieve more integrated and holistic outcomes.

This legislation would require the California Natural Resources Agency and other relevant state entities to review and update grant guidelines for climate change, biodiversity, conservation, fire, and watershed restoration programs to encourage projects that advance plans and goals in an integrated fashion. Requires, if feasible and appropriate, similar grant programs to develop a shared, consolidated application process. The relevant state entities would include the Department of Water Resources and Sierra Nevada Conservancy, among others.

According to the author:

"California is facing multiple interrelated crises: extreme wildfires, protecting our water resources, reducing greenhouse gasses, and preventing the decline of our State's unique biodiversity. However, the remedies are largely the same – restoration, prudent management, and conservation of our diverse forests and landscapes. Yet our strategies and implementation efforts are siloed. AB 3023 would require better coordination of planning and alignment of grant programs so that we are able to tackle the challenge with synergy and maximum efficiency. It's time that we approach these efforts holistically, and recognize the interrelated nature of both the problem and the solution."

EID, due to the location of its water supply facilities and service area, has a keen interest in forest and watershed health. The District has been a long-time participant in the CABY Integrated Regional Watershed Management Group and also has benefitted from a partnership with Sierra Nevada Conservancy. The integration of multiple state grant programs could benefit EID by better aligning programs to enable one grant application to be funded for multiple purposes.

Current Position: Not Yet Considered

Recommended Position: Favor

[SB 1072](#) (Padilla D) Local government: Proposition 218: remedies.

Current Text: Amended: 4/24/2024 [html](#) [pdf](#)

Introduced: 2/12/2024

Last Amend: 4/24/2024

Status: 4/24/2024-From committee with author's amendments. Read second time and amended. Referred to Com. on L. GOV.

Is Urgency: N

Is Fiscal: N

Location: 2/21/2024-S. L. GOV.

Calendar: 5/1/2024 9:30 a.m. - 1021 O Street, Room 2200 SENATE LOCAL GOVERNMENT, DURAZO, MARIA ELENA, Chair

Notes: Subdivision (f) of Section 4 of Article XIID of the California Constitution (Proposition 218) provides for any legal action contesting the validity of any assessment, the burden "shall be on the agency to demonstrate that the property or properties in question receive a special benefit over and above the benefits conferred on the public at large and that the amount of any contested assessment is proportional to, and no greater than, the benefits conferred on the property or properties in question." Subdivision (b) of Section 6 specifies that a fee or charge shall not be extended, imposed, or increased by any agency unless it meets all of the following requirements: (1) Revenues derived from the fee or charge shall not exceed the funds required to provide the property related service; (2) Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed; (3) The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel; (4) No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of a service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with Section 4; and (5) No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

Proposition 218 does not specify the remedy for a property owner who prevails in a legal challenge to the validity of a property-related fee or charge. There have been circumstances (City of Fullerton, City of San Juan Capistrano) where local agencies have provided a refund to customers who were found to have been overcharged.

This legislation provides that if a property-related fee or charge creates revenues in excess of the local government's reasonable cost of providing the specific benefit or specific government service, that the excess revenues be used only to reduce the subsequently adopted and following property-related fee

or charge. The bill would declare that this provision is declaratory of existing law. This legislation would add a provision to the Proposition 218 Implementation Act, which contains statutory enactments intended to interpret Proposition 218. It is unclear if silence as to the remedy for imposition of an unreasonable fee or charge allows for interpretation that would preclude the issuance of a refund.

ACWA and its members have supported legislative enactments that provide a 120-day statute of limitation for challenges to the adoption of property-related fees and charges. One of the reasons stated in support of such legislation is that local agencies should not be required to disgorge revenue from property-related fees or charges collected over multiple years that has been expended for annual operational expenses. Expenditures from unrestricted financial reserves to pay for customer refunds could have a negative affect on financial position given that most local agency water systems do not maintain significant unrestricted reserves.

Current Position: Watch

Recommended Position: Favor

Total Measures: 3

Total Tracking Forms: 3

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider approving a contract change order to Syblon Reid Contractors in the not-to-exceed amount of \$187,024.38 for construction of the Echo Conduit Emergency Replacement Project and authorize additional funding of \$187,024.38 for the Echo Conduit Emergency Replacement Project, Project No. 23026.01.

PREVIOUS BOARD ACTION

January 23, 2023 – Board adopted Resolution No. 2023-006 declaring an emergency regarding storm-related damages and delegated, authorized, and directed the District General Manager to take all further actions necessary to respond to the emergency declared therein.

July 24, 2023 – Board awarded a contract to Syblon Reid Contractors in the not-to-exceed amount of \$1,117,000 for construction of the Echo Conduit Emergency Replacement Project and authorized additional funding of \$75,000 for engineering services and \$120,000 in project contingency for a total funding request of \$1,312,000 for the Echo Conduit Emergency Replacement Project, Project No. 23026.01, which staff had determined is exempt from the California Environmental Quality Act.

December 11, 2023 – Board approved a contract change order to Syblon Reid Contractors in the not-to-exceed amount of \$518,000 for construction of the Echo Conduit Emergency Replacement Project, and authorized additional funding of \$41,175 for engineering services, \$20,000 for inspection, \$25,000 for capitalized labor, and \$52,000 in project contingency for a total funding request of \$656,175 for the Echo Conduit Emergency Replacement Project, Project No. 23026.01.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3060 Contracts and Procurement

BP 8010 Hydroelectric System Management

SUMMARY OF ISSUE

The Echo Conduit Emergency Replacement Project (Project) replaced the collapsed and elevated portions of the Echo Conduit damaged during winter 2023 storms. To complete this emergency construction, the District entered into a time and materials construction contract prior to having a design or scope of work for the emergency replacement. Construction of the Project began in September 2023 and achieved substantial completion in December 2023, allowing the conduit to convey water in 2024. A contract change order with Syblon Reid Contractors (SRC) is required to remobilize and complete construction, including installation of two pipe supports, rockfall safety netting, completion of the maintenance walkway on the elevated section, removal of crane pads, and site cleanup.

BACKGROUND/DISCUSSION

EID owns and operates the Echo Conduit as part of the Federal Energy Regulatory Commission (FERC) Project No. 184 and has water rights for consumptive and power uses from this facility. The steel conduit, originally constructed in the 1920s, conveys up to 1,943 acre-feet from Echo Lake for diversion to the El Dorado Canal for consumptive use and hydropower.

Following damages sustained during the winter of 2023, the conduit was deemed unusable, and the Board approved an emergency replacement of the failed portions of the conduit under a time and materials construction contract with SRC. Before any design was complete, SRC provided a cost estimate of \$1,117,000 to perform the work. The District’s design consultant, Water Works Engineers, subsequently worked in conjunction with SRC to design the replacement sections in an expedited fashion. The Board later approved a contract change order with SRC of \$518,000 to account for several aspects of the construction not known before the design was complete and construction was underway.

After staff received all permitting and regulatory approvals, SRC began construction in late September 2023. By December 2023, SRC had procured all necessary materials and installed portions of the new pipeline. However, site conditions impacted access, delayed construction activities, and increased the necessary time and materials to perform the work. Additional costs, which the District is contractually responsible for, included various construction activities, additional staff overtime, and extended equipment rental. SRC’s expenditures to date total \$1,707,319.40. The amount spent to date includes time and material costs documented and verified by staff and is within the previously authorized project funding.

To achieve final completion and close out the project, SRC must remobilize their staff and equipment and complete several remaining items in 2024, including forming and pouring two remaining pipe supports, repairing a 2-inch waterline servicing Camp Berkeley, installation of the maintenance walkway handrails and access gates on the elevated section, installation of rockfall netting, removal of crane pads, and final demobilization and site clean-up. SRC has provided an estimate of \$187,024.38 to complete these remaining items. SRC is scheduled to perform this work later this spring and summer once site access is dry and clear. Staff will continue to document and review daily work activities and costs on a time and material basis.

FUNDING

The 2024-2028 Capital Improvement Plan did not include funding for this project because, at the time of the CIP’s development, staff anticipated that the District would complete the project by the end of 2023. The project is funded by water rates but is eligible for reimbursement through the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA), the District’s insurance carrier. To date, ACWA JPIA has reimbursed project expenses of \$943,058.40. After completion, staff will submit the final costs to ACWA JPIA to attempt to fully recover the District’s project costs.

BOARD OPTIONS

Option 1: Approve a contract change order to Syblon Reid Contractors in the not-to-exceed amount of \$187,024.38 for construction of the Echo Conduit Emergency Replacement Project and authorize additional funding of \$187,024.38 for the Echo Conduit Emergency Replacement Project, Project No. 23026.01.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

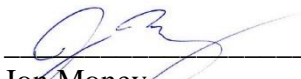
Attachment A: SRC construction cost estimate



Liz Carrington
Senior Civil Engineer



Cary Mutschler
Hydroelectric Operations Manager



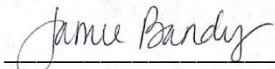
Jon Money
Engineering Manager



Brian Mueller
Engineering Director



Dan Corcoran
Operations Director



Jamie Bandy
Finance Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

DAILY EXTRA WORK REPORT

SPECIFICATION/JOB NO. 2340

DATE PERFORMED _____

DATE OF REPORT _____

CCO No. _____

REPORT NO. _____

SRC CODE _____

WORK PERFORMED BY Syblon Reid

DESCRIPTION OF WORK Install 2" water line, pour two pipe supports, Install handrail and gates, Install rockfall netting
Remove crane pads and haul to SPI yard to stockpile.

MATERIALS & EQUIPMENT AND/OR WORK DONE BY SPECIALIST				EXTENDED AMOUNT	P.R. NO.	LABOR	HOURS	SALARY + VACATION RATE	EXTENDED SALARY + VACATION RATE	HOURLY RATE	EXTENDED AMOUNT			
DESCRIPTION	NO. UNIT	UNIT COST												
<i>Mobe/Demob Crane</i>	2	\$ 1,500.00	\$ 3,000.00	1085	Ryan Fox	REG	40	\$ -	\$ -	\$ 148.28	\$ 5,931.32			
					Project Manager	OT		\$ -	\$ -	\$ 179.29				
<i>Maxium Crane</i>	80	\$ 500.00	\$ 40,000.00	478	Theron Arnold	REG	40	\$ -	\$ -	\$ 148.28	\$ 5,931.20			
<i>High Sierra - Haul AB to SPI</i>	60	\$ 160.00	\$ 9,600.00		Superintendent	OT		\$ -	\$ -	\$ 179.29				
<i>Concrete</i>	5	\$ 350.00	\$ 1,750.00	1388	Earl Duane Craft III	REG	120	\$ -	\$ -	\$ 123.19	\$ 14,783.17			
<i>Waterline Material</i>	1	\$ 2,000.00	\$ 2,000.00		Operator Foreman < 7	OT	20	\$ -	\$ -	\$ 161.57	\$ 3,231.48			
<i>Handrail and Gate Material</i>	1	\$ 10,000.00	\$ 10,000.00	2572	Lucas Ault	REG	120	\$ -	\$ -	\$ 86.64	\$ 10,397.17			
TOTAL MATERIALS & EQUIPMENT COST			B		General Laborer	OT	20	\$ -	\$ -	\$ 100.24	\$ 2,004.77			
CONSTRUCTION EQUIPMENT					2211	Everett Dockery	REG	120	\$ -	\$ -	\$ 86.64	\$ 10,397.17		
EQUIP. NO	DESCRIPTION	HOURS	UNIT RATE											
12-65	Earl Duane Craft III truck	140	\$ 42.39	\$ 5,934.60	3077	David Mora	REG	120	\$ -	\$ -	\$ 86.64	\$ 10,397.17		
12-59	Ford F350-Kevin	50	\$ 42.39	\$ 2,119.50		General Laborer	OT	20	\$ -	\$ -	\$ 100.24	\$ 2,004.77		
R2340-01	CAT 315 Excavator Holt	40	\$ 75.00	\$ 3,000.00	2067	Kevin Epperson	REG	40	\$ -	\$ -	\$ 119.00	\$ 4,760.20		
						Carpenter	OT		\$ -	\$ 140.52				
							REG							
							OT							
							REG							
							OT							
TOTAL CONSTRUCTION EQUIPMENT COST			C	\$ 11,054.10	SUBTOTAL							\$ -	SUBTOTAL	\$ 71,843.19
HAULING OF CONSTRUCTION EQUIPMENT								(RATE)	X	(SALARY + VACATION)				
DESCRIPTION	NO. UNIT	UNIT COST		PAYROLL TAXES & INSURANCE										
<i>Equipment Cleaning</i>	2	\$ 1,000.00	\$ 2,000.00	SUBSISTENCE Crew										
<i>Equipment Mobe/Demobe</i>	2	\$ 1,400.00	\$ 2,800.00	SUBSISTENCE GF										
TOTAL HAULING OF CONSTRUCTION EQUIPMENT COST			D	\$ 4,800.00	TOTAL LABOR COST								A	\$ 80,843.19

SIGNATURE VERIFIES TIME, CLASSIFICATION, MATERIALS & EQUIPMENT, CONSTRUCTION EQUIPMENT, AND HAULING OF CONSTRUCTION EQUIPMENT.

15	% MARKUP ON LABOR COST	(A)	\$ 12,126.48
15	% MARKUP ON MATERIALS & EQUIPMENT COST	(B)	\$ 9,952.50
15	% MARKUP ON CONSTRUCTION EQUIPMENT COST	(C)	\$ 1,658.12
5	% MARKUP ON HAULING OF CONSTRUCTION EQUIP	(D)	\$ 240.00

TOTAL THIS REPORT **\$187,024.38**

INSPECTOR _____ DATE _____ CONTRACTOR _____ DATE _____

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider approving two 2024 Temporary Water Purchase and Sale Agreements with Westlands Water District and authorize the General Manager to execute the Agreements and any related documents necessary to complete the transfers.

PREVIOUS BOARD ACTIONS

January 24, 2022 – Board adopted Resolution No. 2022-004, declaring an intent to retain control of the water conserved as a result of the Upper Main Ditch Piping Project.

June 13, 2022 – Board approved two 2022 Temporary Water Purchase and Sale Agreements with Westlands Water District and authorized the General Manager to execute the Agreements and any related documents necessary to complete the transfers.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3050 Financial Condition and Activities

BP 5010 Water Supply Management

Prior to approving a project, the District must consider its environmental effects as required by the California Environmental Quality Act (CEQA), CEQA Guidelines, and the District's Procedures for implementing CEQA.

SUMMARY OF ISSUE

Staff requests the Board approve and authorize the General Manager to sign two water purchase and sale agreements (Agreements), in substantial form as the drafts attached hereto, with Westlands Water District (Westlands) to implement the 2024 Reservoir Reoperation Temporary Water Transfer Project and the 2024 Temporary Conserved Water Transfer Project (collectively, Projects). The Agreements and Projects would involve the transfer of up to 5,000 acre-feet (AF) of water to Westlands in 2024. The water proposed for transfer is not necessary to meet the District's customer demands during 2024, and absent the transfer, the water to be transferred from Silver and Caples Lakes and Weber Reservoir would otherwise be consumed or remain in storage in Jenkinson Lake or Weber Reservoir, and the conserved water would not be consumed by the District during 2024.

BACKGROUND/DISCUSSION

Water transfers provide valuable non-rate revenue if and when conditions are favorable for the sale of water out of the District. In 2015, the District completed its first successful water transfer. Since that time, the District has conducted three additional transfers in 2018, 2020, and 2022. Prior transfers involved reoperation of the District's reservoirs, utilizing supplies that were not necessary to meet the District's customer drinking water needs. In 2024, the District again proposes to conduct a reservoir reoperation transfer using Weber Reservoir, as well as supplies from Silver and Caples Lakes. In lieu of consuming these supplies during 2024, the District would instead rely upon increased diversions from water storage in Jenkinson Lake.

Additionally, pursuant to Water Code section 1011, the District proposes to conduct a conserved water transfer with the water that has been conserved as a result of the Upper Main Ditch Piping Project. Conservation of this water began in 2022 when the District completed the new pipeline and manifested its intent to retain control of this conserved water by the Board's adoption of Resolution No. 2022-004. This conserved water is also not needed to meet District customer demands this year.

Although these supplies are not needed to meet District customer demands in 2024, both proposed transfer Agreements with Westlands expressly recognize that the need for water within El Dorado County shall supersede water delivery under the Agreements. Both Agreements provide a mechanism for the District to withdraw from the Agreements should such circumstances arise. However, as described below, the District's primary integrated drinking water system has sufficient supplies to meet its customers' needs during 2024 while continuing to prepare for 2025 should dry conditions occur.

After negotiating with potential transfer partners during 2024, staff proposes that the District enter into Agreements to transfer water to Westlands. Westlands' offer best represents the District's interests, with a guaranteed assurance of revenue and Westland's ability to receive water later in the season when the District can deliver it.

District Supply Status

The District is currently in normal supply conditions with Jenkinson Lake and Weber Reservoir spilling. Project 184 reservoirs, including Silver and Caples Lakes, are projected to fill later this spring. The District only considers transferring water if and when there are sufficient supplies first to meet its customers' demands. Over the past five years, the District has utilized 32,000 to 38,000 AF of water to meet the needs of its customers. Due to the District's investments in water supplies and long-term planning efforts, the District has 67,000 AF available in an average year. In 2024, 55,000 AF will be available to meet the needs of the District's customers while still providing carryover in reservoirs should drought conditions occur in 2025.

Operating as one integrated system, Project 184 and Jenkinson Lake provide the ability to move water as necessary to meet water supply targets when yield (runoff) differs between the watersheds (American and Cosumnes). During an average year, Project 184 and Jenkinson Lake reservoirs equally contribute to meeting the District's customers served by the integrated water system. However, in 2021, Project 184 supplies provided approximately three times the amount of water than what was available locally at Jenkinson Lake, illustrating the importance and benefits of reservoirs in two watersheds, with a tunnel connecting the reservoirs to move water as needed to meet customer needs.

The District has two satellite drinking water systems in Strawberry and Outingdale, which are served by supplies other than Project 184 and Jenkinson Lake, and those systems are subject to local conditions. Therefore, even when the District's primary water system has sufficient water supplies, these satellite systems may be subject to reduced water availability and potential health and safety water allocations, as was the case in recent years when extremely dry conditions affected Outingdale water supplies. However, the supplies proposed to be transferred are not supplies that would otherwise be available to these satellite systems. Therefore, the proposed transfers do not affect the water availability for these systems.

Supplies Proposed to be Transferred

Under the Reservoir Reoperation Agreement, the District would transfer up to 4,300 AF of water to Westlands during the summer and fall of 2024. The District would make the water available from three EID reservoirs (Caples, Silver, and Weber) by releasing water that would otherwise be consumed by District customers and/or stored within the EID's network of reservoirs. The involved reservoirs and rivers/creeks would all operate consistent with their historical flow and release schedules and would meet all applicable rules and requirements, including but not limited to target lake levels and minimum streamflow requirements. The proposed 4,300 AF transfer quantity would consist of releases from Weber Reservoir (up to 750 AF) and Caples/Silver lakes (up to 3,550 AF). Demands that would have been met using these sources would instead be met with water previously stored in Jenkinson Lake.

The total potential quantity available from the three reservoirs exceeds 4,300 AF. Therefore, the District would have the flexibility to adjust operations at any of the reservoirs as conditions or operations may warrant during the transfer period to fulfill the proposed 4,300 AF transfer quantity. The actual transfer amount from each reservoir and the total transfer volume from a combination of these sources, up to a maximum of 4,300 AF, will depend on hydrology and compliance with all other requirements, including minimum releases, lake level targets, and, most importantly, fulfillment of District customer needs. Final snowpack conditions and snowmelt patterns (duration of spring runoff) have an appreciable effect on maximum storage levels in Caples and Silver Lakes, and above-average temperatures can contribute to accelerated snowmelt within the basin. If snow melt is insufficient to meet summer minimum instream flow requirements, the District would make reservoir releases for this purpose before releasing any water for transfer.

Under the Conserved Water Transfer Agreement, the District would transfer up to 700 AF of pre-1914 water conserved through the operation of the new Main Ditch Pipeline during 2024 and potentially into 2025, if possible. The amount to be transferred will be calculated based on the volume of water conveyed through the pipeline to the Reservoir 1 Water Treatment Plant during the term of the Transfer Agreement. The methodology used to determine the amount of water conserved and available for transfer must be confirmed by the Bureau of Reclamation (USBR) and/or Department of Water Resources (DWR). These agencies are responsible for conveying the transferred water to Westlands utilizing state or federal pumping and conveyance facilities. With or without the proposed transfer, this conserved water, which was previously lost through evaporation and seepage from the ditch, will typically be used for non-consumptive hydropower production and then returned to the South Fork of the American River (SFAR) and then flow to Folsom Reservoir. If the El Dorado Powerhouse is not operating, then the conserved water would not be diverted at the El Dorado Diversion Dam and would remain instream in the SFAR. This conserved water supply is not an approved source of water to be diverted at Folsom Reservoir by the District under its Warren Act contract with USBR, so this supply would not be available to meet the District's consumptive demands at Folsom Reservoir. The proposed transfer provides a valuable opportunity to sell the water conserved as a result of the District's investment in the Upper Main Ditch Piping Project.

Agreement Terms and Pricing Structure

The price under both Agreements will be \$275/AF for water delivered to Folsom Reservoir. Westlands is responsible for securing delivery of the transfer water from Folsom Reservoir through the Sacramento-San Joaquin River Delta (Delta) and into the Westlands' service area, and for all costs associated with such delivery.

Under both Agreements, payments are structured in installments as follows:

1) a non-refundable \$25/AF option payment due within five days of the Agreements being executed; 2) a second “call” payment of \$100/AF when certain regulatory requirements have been satisfied, and Westlands orders a specific quantity of water; and 3) final payments of \$150/AF following delivery of the water to Folsom Reservoir for Westlands’ receipt. The District and Westlands will cooperatively seek all necessary regulatory approvals for the transfer, including proceedings before the State Water Resources Control Board (SWRCB) and negotiations with USBR and/or DWR, depending on how Westlands delivers the water from Folsom Reservoir to the Westlands service area. Each party bears the costs of the approvals it needs, except for Westlands’ reimbursement of up to \$40,000 of combined District administrative expenses between the two Agreements. Upon receiving and agreeing to the terms of the approvals, Westlands makes a “call” for the amount of water it wants—presumably the entire amount potentially available through both Agreements based upon anticipated demands. The District is deemed to have delivered the transfer water when it resides in Folsom Reservoir, which includes a 5% conveyance loss between the sources and Folsom Reservoir; Westlands is responsible for conveyance losses from Folsom Reservoir to Westlands’ customers. Upon delivery, the District invoices Westlands for a final payment.

Several factors could affect the volume, if any, ultimately transferred. First, the District may reduce the transfer amount as necessary to meet District customer demands. Second, depending on the available capacity of state and/or federal pumps in the Delta to export the water, Westland’s ability to convey water through the Delta may be constrained. Federal and state contract allocations from USBR and DWR are nearing the point where there may be insufficient capacity to transfer the water this year. Still, the District remains positioned to utilize capacity should it ultimately occur. Finally, the transfer is subject to various state and federal environmental review processes and approvals determining whether and on what terms the transfer is approved. Therefore, the actual amount of water transferred is likely to be less than the maximum contract total and could even be zero, especially if federal and state allocations increase, precluding delivery.

Because of these uncertainties and because this is one-time revenue, it would not be prudent for the District to assume any water transfer proceeds in any year. To the extent they are realized, however, they will provide extra revenue that may be utilized to retire debt, fund needed “pay-go” capital projects, or similar efforts to reduce pressures on rates as directed by the Board.

Priority to the District

The proposed agreements include an assurance that the transfer will not deprive District customers of water supplies they need. If, at any time, the District determines that water to be transferred is needed for District customers, the District can reduce or cancel the transfer on short notice and return all refundable payments already made for the canceled water. These terms put our customers first by ensuring that the District will not be required to transfer any water that our customers will actually need in 2024. As described above, the District does not anticipate needing the proposed sources of transfer water to meet District customer demands in 2024.

Out-of-District transfers substantially benefit District customers by generating non-rate revenues to offset the costs of the District’s operations, thereby reducing the pressure on rate revenue. Given these expected benefits and the strong protections the transfer provides to the District’s first priority—our customers’ needs—staff recommend that the Board approve and authorize the General Manager to sign the Agreements.

Environmental Review Process

The District, as the lead CEQA agency, must comply with CEQA before implementing the projects described in the Agreements. The District’s potential water transfers are conditioned upon compliance with CEQA and the District retains discretion regarding whether to proceed with the Projects. To position the District to potentially transfer the water, the District may enter into the Agreements prior to completing CEQA, but the District has not made a decision regarding whether to proceed with the transfers. The District is currently preparing CEQA Initial Studies for both the Reservoir Reoperation and Conserved Water Transfer Projects and will schedule a public hearing for the Board to make appropriate CEQA findings prior to implementing the Projects. The District will consider mitigation measures or alternatives to the Projects, as appropriate, in compliance with CEQA.

BOARD OPTIONS

Option 1: Approve two 2024 Temporary Water Purchase and Sale Agreements with Westlands Water District and authorize the General Manager to execute the Agreements and any related documents necessary to complete the transfers.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

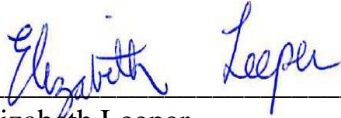
RECOMMENDATION

Option 1

ATTACHMENTS

Attachment A: Water Purchase and Sale Agreement Between Westlands Water District and El Dorado Irrigation District for 2024 Reservoir Reoperation Temporary Water Purchase

Attachment B: Water Purchase and Sale Agreement Between Westlands Water District and El Dorado Irrigation District for 2024 Conserved Water Temporary Water Purchase



Elizabeth Leeper
Senior Deputy General Counsel



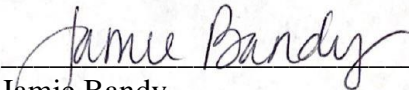
Brian Deason
Environmental Resources Supervisor



Dan Corcoran
Operations Director



Brian Mueller
Engineering Director



Jamie Bandy
Finance Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

**WATER PURCHASE AND SALE
AGREEMENT BETWEEN
WESTLANDS WATER DISTRICT
AND
EL DORADO IRRIGATION DISTRICT
FOR
2024 RESERVOIR REOPERATION
TEMPORARY WATER PURCHASE**

THIS AGREEMENT is made as of May _____, 2024 (“Effective Date”), between Westlands Water District (“WWD”), a public agency in the State of California, and El Dorado Irrigation District (“EID”), a public agency in the State of California.

RECITALS

A. WWD is a public agency formed and operating under the California Water District Act, Water Code §§ 34000 *et seq.*, that delivers water to its landowners for agricultural and municipal uses within the district; and

B. Due to constraints on the annual water supply available to it, WWD will be water short in 2024 and wishes to acquire supplemental supplies; and

C. EID is a public agency created and existing pursuant to the provisions of the Irrigation District Law, Water Code §§ 20500 *et seq.*, and is empowered to enter into contracts to sell water for use outside of El Dorado County; and

D. EID has up to 4,300 acre-feet (AF) of water available for transfer by reoperation of EID’s Silver Lake, Caples Lake, and Weber Reservoir; and

E. The water supplies to be transferred under this agreement will be a portion of the water available to EID under its pre-1914 water right Statement 004708, pre-1914 water right Statement 015941, and water right License 2184, made available by reoperation of EID’s Silver Lake, Caples Lake, and Weber Reservoir, respectively; and

F. WWD is willing to make the specified payments to EID for the water that EID makes available for transfer to WWD in 2024, subject to the terms and conditions set forth herein and under a schedule acceptable to WWD.

AGREEMENT

In consideration of the foregoing recitals and the terms and conditions contained herein, WWD and EID agree to the following:

1. Definitions. When used in this Agreement, the following definitions will apply:

- (a) **“Agreement”** means this 2024 Reservoir Reoperation Temporary Water Purchase Agreement.
- (b) **“Carryover”** means temporary storage of Transfer Water in Folsom Reservoir by USBR after the annual through delta transfer window and/or in advance of the annual through delta transfer window.
- (c) **“DWR”** means the California Department of Water Resources.
- (d) **“EID”** means El Dorado Irrigation District.
- (e) **“Parties”** means WWD and EID.
- (f) **“Point of Delivery”** means the point at which EID is responsible for delivering Transfer Water, which is Folsom Reservoir, a USBR facility.
- (g) **“SWRCB”** means the California State Water Resources Control Board.
- (h) **“Temporary”** means one (1) year or less.
- (i) **“Transfer Water”** means the reservoir reoperation water made available for transfer by EID up to 4,300 AF, for delivery to WWD pursuant to this Agreement.
- (j) **“USBR”** means the U.S. Bureau of Reclamation of the Department of Interior.
- (k) **“WWD”** means Westlands Water District.

2. Term.

- (a) This Agreement will become effective upon the date set forth above.
- (b) Except as provided in Articles 6.a.(i)(1) and 6.a.(ii) below, the Parties will have no obligation to deliver or to pay for delivery of water under this Agreement until the last of the following has occurred, unless the occurrence has been waived in writing by both Parties:
 - (i) Execution of Refill Agreements between USBR and EID setting forth conditions for the operation of Weber Reservoir and Jenkinson Lake related to the conveyance of Transfer Water to WWD via the Point of Delivery;
 - (ii) Execution of a Warren Act Contract or equivalent agreement, if necessary, between WWD and USBR and/or execution of a conveyance agreement between WWD, EID, and DWR, if necessary, authorizing delivery of the Transfer Water to the Point of Delivery, storage and conveyance of the Transfer Water from the Point of Delivery, and the delivery of the Transfer Water into WWD’s service area;
 - (iii) Approval by SWRCB on terms acceptable to both Parties of Temporary changes in places of use and purposes of use, as necessary, of the Weber Reservoir licensed water right to the area served by the Transfer Water.
 - (iv) Compliance with the California Environmental Quality Act (CEQA, Public Resources Code section 21000, et seq.).

(c) This Agreement will terminate on December 31, 2024 unless succeeded or

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terminated by either Party according to the terms of this Agreement or Carryover of 2024 water is authorized by USBR, in which case the Agreement shall terminate upon satisfaction of all applicable requirements by EID and WWD following conveyance of Transfer Water from the Point of Delivery.

3. Approvals and Environmental Compliance.

(a) The Parties wish to enter into this Agreement consistent with California Code of Regulations, Title 14, Chapter 3, Section 15004 and CEQA, and the Parties have not made a decision regarding whether to proceed with the potential transfer. The potential transfer is conditioned upon the Parties' compliance with CEQA. Prior to CEQA compliance, the Parties retain discretion regarding whether to proceed with the transfer. This Agreement does not restrict the Parties from considering any feasible mitigation measures and alternatives.

(b) Water Code section 1729 provides that Temporary changes due to transfers pursuant to Water Code section 1725, et seq., are exempt from the requirements of CEQA. Water Code section 1727(a)(2) requires that before the SWRCB can approve Temporary changes, it must find that the proposed changes would not unreasonably affect fish, wildlife or other instream beneficial uses. In accordance with Water Code section 1727(a)(2), EID will develop and submit a Petition For Change Involving Water Transfers to SWRCB for the temporary transfer of Weber Reservoir water under this Agreement.

(c) The transfer of EID's pre-1914 water rights under this Agreement are not subject to SWRCB review; however, are subject to CEQA review. EID has successfully completed CEQA review for four prior reservoir reoperation transfers using these same supplies. EID anticipates an Initial Study/Negative Declaration will again meet EID's obligations under CEQA for the temporary transfer of EID's pre-1914 water rights under this Agreement in 2024.

(d) WWD shall be solely responsible for arranging for and shall pay all costs incurred for the conveyance of Transfer Water from the Point of Delivery to the WWD service area, including a Warren Act contract with USBR or conveyance agreement with DWR, if required, and supporting CEQA and/or National Environmental Policy Act documentation, for conveyance and/or storage of Transfer Water, if necessary.

(e) EID shall be solely responsible for CEQA documentation for EID's actions related to the delivery, conveyance and/or storage of Transfer Water.

4. Schedule and Release of Water.

(a) Subject to satisfaction of the requirements of Article 2(b) and the other provisions of this Agreement, commencing on or after July 1, 2024, EID will release from its Weber Reservoir, in addition to normal operating requirements, up to 750 AF, for delivery to the Point of Delivery in accordance with EID's operations schedule.

(b) The amount of water transferred from Weber Reservoir under this Agreement will be the difference between releases from Weber Reservoir with and without transfer, as reported to WWD by EID's statement of releases pursuant to Article 5 (Reporting and Verification of Water Releases), less 5% conveyance loss between Weber Reservoir and the Point of Delivery.

(c) Subject to the satisfaction of the requirements of Article 2(b) and the other provisions of this Agreement, commencing on or after July 1, 2024, EID will release from its Silver Lake and/or Caples Lake a total of up to 3,550 AF in accordance with EID's operations schedule for delivery to the Point of Delivery, rather than conducting the planned operation of conveying it to EID's Jenkinson Lake or Reservoir 1 Water Treatment Plant for consumptive use. EID will instead increase releases from its Jenkinson Lake by an identical amount to meet the consumptive needs that would otherwise be satisfied by the Silver Lake and/or Caples Lake releases absent the transfer.

(d) The amount of water transferred from Silver Lake and/or Caples Lake under this Agreement will include all releases from either reservoir beyond those releases, if any, necessary to contribute toward the FERC Project. No 184 instream flow requirements at gage A-12 (South Fork American River at Kyburz), less 5% conveyance loss between Silver Lake and Caples Lake and the Point of Delivery. Depending on EID's operational needs, such releases may either be bypassed at gage A-12 or diverted through the El Dorado Canal and released through the El Dorado Powerhouse at gage A-19.

(e) EID will reduce or terminate release of Transfer Water from Weber Reservoir and delivery of Transfer Water from Silver Lake and/or Caples Lake for this Agreement as soon as possible after telephone notification by USBR that the transfer is having, or is about to have, an adverse effect on a listed threatened or endangered species. However, Transfer Water previously released from Weber Reservoir and delivery of Transfer Water from Silver Lake and Caples Lake will be considered transferred to WWD pursuant to this Agreement. EID will resume release of Transfer Water from Weber Reservoir and delivery of Transfer Water from Silver Lake and Caples Lake as soon as possible after telephone notification by USBR that the transfer will no longer cause adverse effects on a listed threatened or endangered species. All telephone notifications will be confirmed in writing, with copies to WWD. Except for water previously released from Weber Reservoir or delivered from Silver Lake or Caples Lake that is actually unavailable for transfer to WWD pursuant to this Article 4(e), nothing in this Article 4(e) will reduce the amount of water made available to WWD under this Agreement.

(f) Following fulfillment of those obligations specified in Article 2(b), any water delivered to the Point of Delivery from July 1 through September 30 shall be deemed delivered by EID to WWD. If USBR approves an extended transfer period, this timeline may be extended up to November 30 with the mutual agreement of EID and WWD. Should Carryover of non-Central Valley Project water be possible, WWD shall be responsible for obtaining a Warren Act Contract or equivalent from USBR for Carryover storage of non- Central Valley Project water in Folsom Reservoir until the following 2025 transfer period.

5. Reporting and Verification of Water Releases.

(a) Consistent with the minimum instream flow obligations imposed by License 2184, EID will draw down the storage in Weber Reservoir to approximately 120 AF by September 30, 2024, unless both Parties mutually agree to a later date in consultation with, and after approval from, USBR. Transfer Water shall be measured upon its release from Weber Reservoir and, after factoring the 5% conveyance loss between Weber Reservoir and Folsom Reservoir, shall be deemed delivered to WWD at the Point of Delivery.

(b) Beginning on July 1, 2024, and continuing until EID has released up to the amount of water requested by WWD, EID will measure flows released from Weber Reservoir (gage W-3), which the Parties agree, minus minimum reservoir outflows and the conveyance losses outlined in Article 4(b) and upon satisfaction of all requirements under Article 2, will document the daily transfer of water to WWD. EID will provide WWD and USBR with a statement within 15 days of the last day of each month that includes daily operations records for the previous month showing releases from Weber Reservoir and deliveries being made for transfer to WWD pursuant to this Agreement. EID's monthly statement will be emailed and mailed to WWD at the address provided in Article 6 (Payments) and will be attached to invoices for payment when applicable.

(c) Consistent with the minimum instream flow and lake level obligations imposed by the Project No. 184 Federal Energy Regulatory Commission License, Project 184 Relicensing Settlement Agreement, League to Save Sierra Lakes Agreement, and other related obligations, EID will draw down the storage in Silver Lake and Caples Lake to certain specified levels, depending on water year type, as specified by these obligations by September 30, 2024. Silver Lake will be drawn down to no less than 14.4 feet (approximately 4,875 AF) if the final May DWR Bulletin 120 water year designation¹ is Above Normal and no less than 13.0 feet (approximately 4,288 AF) if the final DWR Bulletin 120 water year designation is Below Normal. Caples Lake will be drawn down to no less than 54.8 feet (approximately 18,006 AF) by September 30, 2024 under either water year designation. Transfer Water shall be measured upon its release from Silver Lake and Caples Lake and, after factoring the 5% conveyance loss between Silver Lake and Caples Lake and Folsom Reservoir, shall be deemed delivered to WWD at the Point of Delivery.

(d) Beginning on July 1, 2024, and continuing through September 30, 2024, EID will measure flow releases from Silver Lake as measured by gage A-9, plus Oyster Creek gage (A-24) and Caples Lake as measured by gage A-6, less the 5% contractual conveyance loss, which the Parties agree will document the daily transfer of water to WWD. EID will provide WWD and USBR with a statement within 15 days of the last day of each month that includes daily operations records for the previous month showing releases from Silver Lake and Caples Lake (gages A-6, A-9, and A-24), and deliveries being made for transfer to WWD pursuant to this Agreement. EID's monthly statement will be mailed to WWD at the address provided in Article 6 (Payments) and will be attached to invoices for payment when applicable.

¹ DWR Bulletin 120 April-July Forecast American River Below Folsom Lake

6. Payments.

(a) WWD agrees to pay for the Transfer Water on a per-AF basis for water delivered to the Point of Delivery as follows:

(i) Price for Delivered Water. The purchase price of the Transfer Water is \$275.00 for each AF of water delivered by EID to the Point of Delivery. The purchase price will be payable as follows:

(1) *Option Payment:* Within 5 days of full execution of this Agreement, WWD will pay to EID \$25.00 per AF of the amount intended for transfer, for the exclusive option of purchasing up to 4,300 AF of Transfer Water pursuant to the terms of this Agreement, which sum will be credited to amounts due for the purchase. This Option Payment will be non-refundable unless EID fails to perform; *provided, however,* that if the events specified in Article 2(b) have not occurred in time to allow the Transfer Water to be conveyed through the delta, the Option Payment shall be an offset credited against any Option Payment or other payments from WWD to EID in a future water transfer agreement.

(2) *Call Payment:* On or before the later of July 1, 2024, or 7 days after the satisfaction of all conditions set forth in Article 2(b) above, WWD will notify EID in writing of the amount of Transfer Water it desires to purchase and have delivered (the “Call Notice”), together with a “Call Payment” of \$100.00 for each AF of water it desires to purchase. WWD shall not be obligated to purchase any Transfer Water in excess of the amount specified in the Call Notice. The Call Payment shall be credited towards the purchase price of the Transfer Water, and shall be refundable, pursuant to Article 6(a)(i)(4) hereof, for each AF that EID fails to deliver to the Point of Delivery.

(3) *Delivery Payment:* Within thirty (30) days of receipt of each monthly invoice statement received from EID, and upon confirmation from USBR that EID had delivered the water to the Point of Delivery pursuant to Article 5 (Reporting and Verification of Water Releases), WWD will pay to EID \$150.00 per AF for water delivered to the Point of Delivery for transfer to WWD.

(4) If EID fails to deliver all of the water WWD has requested in its Call Notice, **despite all the requirements of Article 2(b) hereinabove having been satisfied**, EID will promptly refund to WWD \$100.00 per acre-foot for every acre-foot of water requested by WWD in the Call Notice that remains undelivered. It is expressly recognized by the Parties that the need for water within El Dorado County shall supersede EID’s obligation to deliver the Transfer Water to WWD, *provided, however,* that in the event that EID determines that it cannot provide all of the water specified in the Call Notice due to the needs of El Dorado County, it shall notify WWD in writing within three days of such determination, and shall refund to WWD all sums it has paid for Transfer Water not delivered pursuant to this Article 6, excluding the Option Payment and out-of-pocket expenses as specified in Article 6(a)(ii).

(5) The purchase price for the Transfer Water shall be subject to modification if, during the term of this Agreement, WWD executes another reservoir reoperation water purchase and sale agreement with a final purchase price per acre-foot greater than that specified by this Agreement. Such modification shall automatically adjust the final purchase price for the Transfer Water to the purchase price of any successor agreements of those seller(s). WWD will provide documentation to EID of final purchase price of other reservoir reoperation agreements, if applicable, concurrent with the Call Payment. EID will reflect adjusted purchase price, if any, in the Delivery Invoice.

(ii) Expenses of Water Transfer. EID shall bear all costs, including engineering and technical expenses, filing fees, attorney fees and other related expenses necessary for accomplishing the Temporary water transfer pursuant to this Agreement, with the exception of any costs and expenses necessary to convey water from the Point of Delivery to WWD's boundaries, provided, however, that WWD shall reimburse EID up to a maximum amount of \$20,000.00 for EID's out-of-pocket CEQA and SWRCB-related expenses identified in Article 3.

(b) One (1) electronic copy and two (2) hard copies of each invoice for Delivery Payments, together with supporting documentation, will be submitted to the Deputy General Manager for WWD at the following address:

Russ Freeman, Deputy General Manager-Resources
Post Office Box 5199 Fresno CA 93755
286 W. Cromwell Ave. Fresno, CA 93711
rfreeman@wwd.ca.gov

7. Cancellation.

(a) This Agreement may be canceled by EID or WWD within five business days of the issuance of an order of the SWRCB approving the Weber Reservoir Temporary water transfer if either Party reasonably determines that any term or condition of the order is unacceptable. The Parties will consult with each other and make a good faith effort to amend this Agreement, if necessary, to attempt to address any unacceptable term of the SWRCB order.

(b) Cancellation under this Article may be affected by delivering to the other Party written notice of cancellation within the five-day period. Upon any cancellation, all amounts theretofore paid by WWD, except the Option Payment and reimbursement of expenses under Article 6(a)(ii), shall be promptly refunded by EID.

(c) This Agreement may be canceled by EID if WWD fails to make a Call Payment on or before the later of July 1, 2024, or 7 days after the satisfaction of all conditions set forth in Article 2(b) as specified by Article 6(a)(i)(2). Upon such cancellation, all amounts theretofore paid by WWD, except the Option Payment and reimbursement of expenses under Article 6(a)(ii), shall be promptly refunded by EID.

8. Water Rights Protection.

WWD and EID agree that neither Party will assert that any activities under this Agreement affect the validity of any existing water rights or contracts held by either Party to this Agreement. The execution of this Agreement is not intended to indicate any recognition by either Party of water rights claimed by the other Party. Releases of water pursuant to this Agreement will not confer any appropriative, public trust or other right to water on any person or entity. In the event WWD forfeits the Option Payment by not purchasing any water under this Agreement, the amount of the Option Payment will be credited in a future water transfer agreement the Parties enter into. WWD understands and agrees that there is no guarantee that EID will have water available in future years for transfer to WWD.

9. Hold Harmless, Indemnification and Remedies.

(a) To the extent permitted by State law, and subject to the reimbursement of expenses under Article 6(a)(ii), EID will indemnify, defend and hold WWD and its directors, officers, agents, and employees safe and harmless from any and all claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorneys' fees, paralegal fees, consultant fees, engineering fees, expert fees and any other professional fees) that arise from or are related in any way to EID's activities under this Agreement that are under the exclusive control of EID, including but not limited to the release, conveyance, use or distribution of water released by EID from Weber Reservoir, Silver Lake, and Caples Lake for purposes of this Agreement.

(b) To the extent permitted by State law, WWD will indemnify, defend and hold EID and its directors, officers, agents and employees safe and harmless from any and all claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorneys' fees, paralegal fees, consultant fees, engineering fees, expert fees and any other professional fees) that arise from or are related in any way to WWD's activities under this Agreement that are under the exclusive control of WWD or USBR, including but not limited to the conveyance, use or distribution of water transferred under this Agreement.

(c) WWD acknowledges that the source of the water made available by EID will be from the Sacramento River watershed, which is the same as the source of supplies WWD receives through the Central Valley Project, and that EID and its directors, officers, agents and employees will not be responsible for the quality of water released, or for interruptions or reductions in water releases due to system failures, accidents, inadequate capacity, or any other reason beyond EID's control.

10. Disputes.

Any claim that a Party may have against the other Party regarding the performance of this Agreement including, but not limited to, claims for compensation or extension of time, will be submitted to the other Party. Parties will attempt to negotiate a

resolution of such claim and if necessary process an amendment to this Agreement or a settlement agreement to implement the terms of any such resolution.

11. Agreement Not a Precedent.

The Parties intend that the provisions of this Agreement will not bind the Parties as to the provisions of any future agreement between them. This Agreement was developed specifically for the 2024 water year and the specified Agreement term.

12. Notices.

Except as provided in Article 4 (Schedule and Release of Water) and Article 6 (Payments), any notice, demand, or request made in connection with this Agreement must be in writing and will be deemed properly served if delivered in person or sent by United States mail, postage prepaid, to the addresses specified below:

To WWD: Russ Freeman, Deputy General Manager-Resources
Westlands Water District
Post Office Box 5199
Fresno CA 93755
286 W. Cromwell Ave.
Fresno, CA 93711

With Copy to: Tommi Saghatelian, Deputy General Counsel
Westlands Water District
Post Office Box 5199
Fresno CA 93755
286 W. Cromwell Ave.
Fresno, CA 93711

To EID: Jim Abercrombie, General Manager
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

With Copy to: Brian Poulsen, General Counsel
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

13. Modification.

This Agreement may be modified only upon the mutual written consent of the Parties.

14. No Third-Party Beneficiaries.

No third-party beneficiaries are intended or created by this Agreement.

15. Severability.

If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

16. Complete Agreement.

Other than as specified herein, no document or communication passing between the Parties to this Agreement will be deemed to be part of this Agreement.

17. Counterpart.

This Agreement may be executed in counterpart. EID will deliver its executed counterpart to WWD, and WWD will deliver a fully-conformed counterpart to EID. Facsimile and electronic signatures shall be binding.

18. Assignment.

This Agreement is not assignable either in whole or in part, except upon mutual written consent of the Parties.

19. Time of the Essence.

Time is of the essence in this Agreement.

20. Waiver.

The waiver at any time by either Party of its right with respect to default or other matter arising in connection with this Agreement will not be deemed a waiver by that Party with respect to any subsequent default or matter.

21. Governing Law.

This Agreement is governed by and will be interpreted in accordance with the laws of the State of California.

22. Litigation/Joint Defense.

- (a) In the event of an administrative challenge and/or litigation related to the proposed

Temporary transfer, the Parties will promptly meet and confer to perform a risk assessment of the litigation/challenge, and cooperate in good faith to determine whether to terminate the Agreement due to the litigation/challenge. If litigation and/or an administrative challenge is pending prior to July 1, 2024, either party may elect to terminate the Agreement due to any such litigation/challenge. If either party so elects to terminate the Agreement prior to July 1, 2024, WWD shall still be obligated to pay EID's reasonable and documented out-of-pocket administrative expenses set forth in Section 6(a)(ii). If litigation and/or an administrative challenge is initiated after July 1, 2024, the Parties will promptly meet and confer to perform a risk assessment of the litigation/challenge, but termination of this Agreement may only occur through agreement of both Parties. If both Parties so elect to terminate the Agreement after July 1, 2024, WWD shall still be obligated to pay EID's reasonable and documented out-of-pocket administrative expenses set forth in Section 6(a)(ii), and for all of the water delivered to the Point of Delivery for transfer to WWD prior to such termination, and for any litigation expenses to dismiss or otherwise resolve the litigation and/or administrative challenge.

(b) Except as set forth herein, WWD will reimburse 100% of EID's actual out-of-pocket expenses incurred in defending this proposed reservoir reoperation Temporary transfer. WWD shall bear their own costs of any litigation and/or administrative challenge and shall pay any remedial award associated therewith, whether levied against WWD or EID.

(c) As to claims solely challenging EID's conduct within EID's service area or upstream of the Point of Delivery, EID shall have primary responsibility for defending such claims on behalf of both EID and WWD, and WWD shall participate in defending against such claims to the extent they deem necessary or appropriate, in WWD's sole discretion. WWD shall bear their own fees and costs of defending against such claims. EID shall bear its own fees and costs of defending against such claims and shall pay any monetary awards associated therewith.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth above.

Westlands Water District

By: _____
Jose Gutierrez
Assistant General Manager

El Dorado Irrigation District

By: _____
Jim Abercrombie
General Manager

APPROVED AS TO FORM:

By: _____
Office of General Counsel

**WATER PURCHASE AND SALE AGREEMENT
BETWEEN
WESTLANDS WATER DISTRICT
AND
EL DORADO IRRIGATION DISTRICT
FOR
2024 CONSERVED WATER TEMPORARY WATER PURCHASE**

THIS AGREEMENT is made as of the ___ day of May _____ 2024 (“Effective Date”), between Westlands Water District (“WWD”), a public agency in the State of California, and El Dorado Irrigation District (“EID”), a public agency in the State of California.

RECITALS

A. WWD is a public agency formed and operating under the California Water District Act, Water Code §§ 34000 *et seq.*, that delivers water to its landowners for agricultural and municipal uses within the district; and

B. Due to constraints on the annual water supply available to it, WWD will be water short in 2024 and wishes to acquire supplemental supplies; and

C. EID is a public agency created and existing pursuant to the provisions of the Irrigation District Law, Water Code §§ 20500 *et seq.*, and is empowered to enter into contracts to sell water for use outside of El Dorado County; and

D. EID recently completed its Upper Main Ditch Piping Project (“Piping Project”), which piped the water previously conveyed through the open and unlined Main Ditch, from EID’s El Dorado Forebay to the its Reservoir 1 Water Treatment Plant; and

E. EID conducted a detailed analysis of historical water loss through the Main Ditch and calculated that the Piping Project will conserve an average of ten to thirty-three percent of all conveyance flows (“Conserved Water”), depending on flow rate and time of year, which were previously lost to evapotranspiration and seepage prior to implementing the Piping Project; and

F. It is estimated that the Piping Project will result in Conserved Water in amounts ranging from approximately 1,350 to 2,100 acre-feet per year, with an average estimated water savings of approximately 1,800 acre-feet annually; and

G. On January 24, 2022, the El Dorado Irrigation District Board of Directors adopted Resolution 2022-004 recognizing the Conserved Water that would result from

implementing the Piping Project and declaring its intention to retain control and ownership of such water for its intended use as it sought fit; and

H. In May of 2022, EID began conveying water through the completed Piping Project and has commenced the Conserved Water benefits of the Piping Project; and

I. EID wishes to conduct a temporary transfer of the Conserved Water, pursuant to Water Code § 1011 (water conservation efforts), to WWD who has a demonstrated need for the Conserved Water to meet the needs of its customers; and

J. WWD is willing to make the specified payments to EID for the Conserved Water EID makes available for transfer to WWD, subject to the terms and conditions set forth herein and under a schedule acceptable to WWD; and

K. EID has conducted a series of technical analyses to support the quantification of conserved water available for transfer; and

L. USBR has tentatively agreed on a methodology that would result in approximately 700 acre-feet of conserved water to be available for transfer to WWD in 2024 with the actual amount subject to USBR approval and the operation schedule of the Reservoir 1 Water Treatment Plant during 2024.

AGREEMENT

In consideration of the foregoing recitals and the terms and conditions contained herein, WWD and EID agree to the following:

1. Definitions

When used in this Agreement, the following definitions will apply:

- (a) **“Agreement”** means this 2024 Conserved Water Temporary Water Purchase Agreement.
- (b) **“Carryover”** means temporary storage of Conserved Water in Folsom Reservoir by USBR after the annual through delta transfer window and/or in advance of the annual through delta transfer window.
- (c) **“Conserved Water”** means the water made available for transfer due to implementation of the Piping Project.
- (d) **“DWR”** means the California Department of Water Resources.

- (e) **“EID”** means El Dorado Irrigation District.
- (f) **“Parties”** means WWD and EID.
- (g) **“Point of Delivery”** means the point at which EID is responsible for delivering Conserved Water, which is Folsom Reservoir, a USBR facility.
- (h) **“Piping Project”** means the Upper Main Ditch Piping Project.
- (i) **“Project”** means the 2024 Conserved Water Temporary Water Transfer.
- (j) **“SWRCB”** means the California State Water Resources Control Board.
- (k) **“Temporary”** means one (1) year or less.
- (l) **“USBR”** means the U.S. Bureau of Reclamation of the Department of Interior.
- (m) **“WWD”** means Westlands Water District.

2. **Term**

(a) This Agreement will become effective upon the date set forth above.

(b) Except as provided in Articles 7.a.(i)(l) and 7.a.(ii) below, the Parties will have no obligation to deliver or to pay for delivery of Conserved Water under this Agreement until the last of the following has occurred, unless the occurrence has been waived in writing by both Parties:

- i. Execution of a Warren Act Contract or equivalent agreement, if necessary, between WWD and USBR and/or execution of a conveyance agreement between WWD, EID, and DWR, if necessary, authorizing delivery of the Conserved Water to the Point of Delivery, storage and conveyance of the Conserved Water from the Point of Delivery, and delivery of the Conserved Water into WWD’s service area;
- ii. Compliance with the California Environmental Quality Act (CEQA, Public Resources Code section 21000, et seq.).

(c) This Agreement will terminate on December 31, 2024 unless succeeded or terminated by either Party according to the terms of this Agreement or Carryover of Conserved Water is authorized by USBR, in which case the Agreement shall terminate upon satisfaction of all applicable requirements by EID and WWD following conveyance of Conserved Water from the Point of Delivery.

3. Approvals and Environmental Compliance

(a) The Parties wish to enter into this Agreement consistent with California Code of Regulations, Title 14, Chapter 3, Section 15004 and CEQA, and the Parties have not made a decision regarding whether to proceed with the potential transfer. The potential transfer is conditioned upon the Parties' compliance with CEQA. Prior to CEQA compliance, the Parties retain discretion regarding whether to proceed with the transfer. This Agreement does not restrict the Parties from considering any feasible mitigation measures and alternatives.

(b) The Parties agree to work together in good faith to secure all necessary approvals and agreement to transfer the Conserved Water in accordance with this Agreement and any necessary successor agreement(s). Such efforts shall include, but not be limited to, acceptance by USBR and DWR, as applicable, of the methodology for calculating the volume of Conserved Water available to be transferred under this Agreement pursuant to Water Code Section 1011; demonstration, if necessary, to SWRCB that the water rights for the Conserved Water are pre-1914 appropriative rights and, as such, the transfer is not subject to SWRCB jurisdiction; and any and all related efforts necessary to effectuate the Conserved Water transfer. The Parties agree to share in certain specific outside consultant costs associated with completing these activities pursuant to and subject to the limitations described in Article 4 (Cost Sharing) below.

(c) WWD shall be solely responsible for arranging for and shall pay all costs incurred for the conveyance of Conserved Water from the Point of Delivery to the WWD service area, including a Warren Act contract with USBR (if required), and supporting National Environmental Policy Act documentation, or a conveyance agreement with DWR, as applicable, for conveyance and/or storage of Conserved Water, if necessary.

(d) Transfers of water other than under Water Code section 1725, et seq. are subject to the requirements of CEQA. EID shall be solely responsible for CEQA documentation for EID's actions related to the delivery of Conserved Water to the Point of Delivery. EID shall conduct the appropriate CEQA environmental analysis and make the appropriate CEQA findings prior to transferring the Conserved Water. The Parties agree to share in certain costs associated with completing these activities pursuant to and subject to the limitations described in Article 4 (Cost Sharing) below.

4. Cost Sharing

(a) The Parties shall each bear their own costs, including engineering and technical expenses, attorney fees and other related expenses necessary for accomplishing the transfer of Conserved Water pursuant to this Agreement, with the exception of those certain and specific outside consultant costs described below. The Parties agree to share in these certain costs to conduct the activities described in Article 3 above as follows:

(i) EID has utilized consultant services to assist in securing certain approvals and agreements from USBR, DWR, and/or SWRCB, as necessary, to implement the Project. EID may also find it necessary to secure additional consultant services to assist in securing certain approvals and agreements from USBR, DWR, and/or SWRCB, as necessary, to implement the Project. WWD shall reimburse EID one-half of the actual demonstrated costs, subject to a maximum reimbursement of \$5,000.00, for these consultant services.

(ii) EID is completing its CEQA review of the Project. WWD shall reimburse EID one-half of the actual demonstrated costs, subject to a maximum reimbursement of \$15,000.00, for EID's costs for CEQA consultant services.

5. Schedule and Delivery of Water

(a) Subject to satisfaction of the requirements of Articles 2(b) and 3, EID will deliver all transferrable Conserved Water during 2024, which is currently estimated at 700 acre-feet, to WWD during the term of this Agreement.

(b) The amount of water transferred to WWD will be equivalent to the amount of Conserved Water calculated to be conserved from the Piping Project based upon water deliveries from El Dorado Forebay to the Reservoir 1 Water Treatment Plant, as reported to WWD by EID's statement of deliveries pursuant to Article 6 (Reporting and Verification of Water Deliveries), less 5% conveyance loss between Forebay Reservoir and the Point of Delivery.

(c) Following fulfillment of those obligations specified in Article 2(b), any water delivered to the Point of Delivery from June 1, 2024 through September 30, 2024 (or until the end of delivery of Conserved Water during 2024) shall be deemed delivered by EID to WWD.

(d) If Carryover of Conserved Water is authorized by USBR following the end of delivery of Conserved Water during 2024, EID may continue to deliver Conserved Water up to and including June 15, 2025 with the mutual agreement of EID and WWD. Only that Conserved Water that is carried over and successfully delivered from Folsom Reservoir shall be deemed transferred for the purpose of this Agreement. WWD shall bear no risk associated with Conserved Water that is stored, but subsequently spilled from Folsom Reservoir before it can be scheduled for release for delivery to WWD's service area.

6. Reporting and Verification of Water Deliveries.

(a) EID will measure flows released from El Dorado Forebay for conveyance through the Piping Project and calculate the deliveries of Conserved Water to WWD using the estimated loss rate approved by USBR and/or DWR, as applicable, which the Parties agree to, minus the conveyance losses outlined in Article 5(b), and upon satisfaction of all requirements under Article 2. EID will document the daily transfer

of Conserved Water to WWD. EID will provide WWD and USBR with an estimated delivery schedule prior to the first day of each month and a statement of delivery within 15 days of the last day of each month that includes daily operations records for the previous month showing deliveries from El Dorado Forebay and the calculated Conserved Water, minus any conveyance losses, generated by those deliveries. EID's monthly statement will be emailed and mailed to WWD and at the addresses provided in Article 7 (Payments) and will be attached to invoices for payment when applicable.

7. Payments.

(a) WWD agrees to pay for the Conserved Water on a per-acre-foot basis for water delivered to the Point of Delivery as follows:

(i) Price for Delivered Water. The purchase price of the Conserved Water is \$275.00 for each acre-foot of water delivered by EID to the Point of Delivery. The purchase price will be payable as follows:

1) Option Payment: Within 5 days of full execution of this Agreement, WWD will pay to EID \$25.00 per acre-foot (AF) of the amount intended for transfer, for the exclusive option of purchasing up to 700 acre-feet of Conserved Water pursuant to the terms of this Agreement, which sum will be credited to amounts due for the purchase. This Option Payment will be non-refundable unless EID fails to perform; *provided, however*, that if the events specified in Article 2(b) have not occurred in time to allow the Conserved Water to be conveyed through the Delta, the Option Payment shall be an offset credited against any Option Payment or other payments from WWD to EID in the 2024 Temporary Reservoir Reoperation Agreement or a future water transfer agreement should the 2024 Temporary Reservoir Reoperation Agreement not proceed.

2) Call Payment: On or before the later of June 1, 2024, or 7 days after the satisfaction of all conditions set forth in Article 2(b) above, WWD will notify EID in writing of the amount of Conserved Water it desires to purchase (the "Call Notice"), together with a "Call Payment" of \$100.00 for each acre-foot of water it desires to purchase. WWD shall not be obligated to purchase any Conserved Water in excess of the amount specified in the Call Notice. The Call Payment shall be credited towards the purchase price of the Conserved Water, and shall be refundable, pursuant to Article 7(a)(i)(4) hereof: for each acre-foot that EID fails to deliver to the Point of Delivery.

3) Delivery Payment: Within thirty (30) days of receipt of each monthly invoice statement received from EID, and upon confirmation from USBR that EID had delivered the water to the Point of Delivery pursuant to Article 6 (Reporting and Verification of Water Deliveries), WWD will pay to EID \$150.00 per acre-foot for water delivered to the Point of Delivery for transfer to WWD.

4) If EID fails to deliver all of the water WWD has requested in its Call Notice, **despite all the requirements of Article 2(b) hereinabove having been satisfied**, EID will promptly refund to WWD \$100.00 per acre-foot for every

acre-foot of water requested by WWD in the Call Notice that remains undelivered. If the temporary transfer of Conserved Water does not proceed during 2024 due to factors outside of EID and WWD's control, but the temporary transfer of Reservoir Reoperation Water does proceed under its separate agreement, any payments WWD has provided to EID under this Agreement will be transferred and considered as payments made under the Reservoir Reoperation Agreement. Such payments shall be reflected in the next monthly invoice after such transfer and credit is noted. It is expressly recognized by the parties that the need for water within El Dorado County shall supersede EID's obligation to deliver the Conserved Water to WWD, *provided, however,* that in the event that EID determines that it cannot provide *all* of the water specified in the Call Notice due to the needs of El Dorado County, it shall notify WWD in writing within three days of such determination, and shall refund to WWD all sums it has paid for Conserved Water not delivered pursuant to this Article 7, excluding the Option Payment and out-of-pocket expenses as specified in Article 7(a)(ii).

5) The purchase price for the Conserved Water shall be subject to modification if, during the term of this Agreement, WWD executes another water purchase and sale agreement with a final purchase price per acre-foot greater than that specified by this Agreement. Such modification shall automatically adjust the final purchase price for the Conserved Water to the purchase price of any successor agreements of those seller(s). WWD will provide documentation to EID of final purchase price of other water purchase agreements, if applicable, concurrent with Call Payment. EID will reflect adjusted purchase price, if any, in the Delivery Invoice.

(ii) Expenses of Conserved Water Transfer. EID shall bear all costs, including engineering and technical expenses, filing fees, attorney fees and other related expenses necessary for accomplishing this Conserved Water Transfer pursuant to this Agreement, with the exception of any costs and expenses necessary to convey water from the Point of Delivery to WWD's boundaries, provided, however, that WWD shall reimburse EID up to a maximum amount of \$20,000.00 for those expenses identified in Article 4.

(iii) One (1) electronic copy and two (2) hard copies of each invoice for Delivery Payments, together with supporting documentation, will be submitted to the Deputy General Manager for WWD at the following address:

Russ Freeman, Deputy General Manager-Resources
Westlands Water District
Post Office Box 5199
Fresno CA 93755

286 W. Cromwell Ave.
Fresno, CA 93711
rfreeman@wwd.ca.gov

8. Cancellation.

(a) This Agreement may be canceled by EID or WWD within five business days of USBR and/or DWR determination of the amount of Conserved Water available for transfer during the term of this Agreement, if such volume of Conserved Water is deemed unacceptable by either Party. The Parties will consult with each other and make a good faith effort to amend this Agreement, if necessary, to attempt to address such conditions.

(b) Cancellation under this Article may be effected by delivering to the other Party written notice of cancellation within the five-day period. Upon any cancellation, all amounts theretofore paid by WWD, except the Option Payment and reimbursement of expenses under Article 7(a)(ii), shall be promptly refunded by EID.

9. Water Rights Protection.

WWD and EID agree that neither Party will assert that any activities under this Agreement affect the validity of any existing water rights or contracts held by either Party to this Agreement. The execution of this Agreement is not intended to indicate any recognition by either Party of water rights claimed by the other Party. Deliveries of water pursuant to this Agreement will not confer any appropriative, public trust or other right to water on any person or entity. In the event WWD forfeits the Option Payment by not purchasing any water under this Agreement, the amount of the Option Payment will be credited in any transfer agreement the Parties enter into during the next two (2) calendar years from the Effective Date of this Agreement. WWD understands and agrees that there is no guarantee that EID will have water available in future years for transfer to WWD.

10. Hold Harmless, Indemnification and Remedies.

(a) To the extent permitted by State law, and subject to the reimbursement of expenses under Article 7(a)(ii), EID will indemnify, defend and hold WWD and its directors, officers, agents, and employees safe and harmless from any and all claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorneys' fees, paralegal fees, consultant fees, engineering fees, expert fees and any other professional fees) that arise from or are related in any way to EID's activities under this Agreement that are under the exclusive control of EID, including but not limited to the release, conveyance, use or distribution of water released by EID from El Dorado Forebay, for purposes of this Agreement.

(b) To the extent permitted by State law, WWD will indemnify, defend and hold EID and its directors, officers, agents and employees safe and harmless from any and all claims, judgments, damages, penalties, costs, liabilities and losses (including without limitation, sums paid in settlement of claims, actual attorneys' fees, paralegal fees, consultant fees, engineering fees, expert fees and any other professional fees) that arise from or are related in any way to WWD's activities under this Agreement that are under the exclusive

control of WWD or USBR, including but not limited to the conveyance, use or distribution of water transferred under this Agreement.

(c) WWD acknowledges that the source of the water made available by EID will be from the Sacramento River watershed, which is the same as the source of supplies WWD receives through the Central Valley Project, and that EID and its directors, officers, agents and employees will not be responsible for the quality of water released, or for interruptions or reductions in water deliveries due to system failures, accidents, inadequate capacity, or any other reason beyond EID's control.

11. Disputes.

Any claim that a Party may have against the other Party regarding the performance of this Agreement including, but not limited to, claims for compensation or extension of time, will be submitted to the other Party. Parties will attempt to negotiate a resolution of such claim and if necessary process an amendment to this Agreement or a settlement agreement to implement the terms of any such resolution.

12. Agreement Not a Precedent.

The Parties intend that the provisions of this Agreement will not bind the Parties as to the provisions of any future agreement between them. This Agreement was developed specifically for the 2024 water year and the specified Agreement term.

13. Notices.

Except as provided in Article 5 (Schedule and Delivery of Water) and Article 7 (Payments), any notice, demand, or request made in connection with this Agreement must be in writing and will be deemed properly served if delivered in person or sent by United States mail, postage prepaid, to the addresses specified below:

To WWD: Russ Freeman, Deputy General Manager-Resources
Westlands Water District
Post Office Box 5199
Fresno CA 93755286 W.
Cromwell Ave. Fresno,
CA 93711

With Copy to: Tommi Saghatelian, Deputy General Counsel
Westlands Water District
Post Office Box 5199
Fresno, CA 93755
286 W. Cromwell Ave. Fresno,
CA 93711

To EID: Jim Abercrombie, General Manager
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

With Copy to: Brian Poulsen, General Counsel
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

14. Modification.

This Agreement may be modified only upon the mutual written consent of the Parties.

15. No Third-Party Beneficiaries.

No third-party beneficiaries are intended or created by this Agreement.

16. Severability.

If any term or provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other provision, which will remain in full force and effect.

17. Complete Agreement.

Other than as specified herein, no document or communication passing between the Parties to this Agreement will be deemed to be part of this Agreement.

18. Counterpart.

This Agreement may be executed in counterpart. EID will deliver its executed counterpart to WWD, and WWD will deliver a fully-conformed counterpart to EID.

Facsimile and electronic signatures shall be binding.

19. Assignment.

This Agreement is not assignable either in whole or in part, except upon mutual written consent of the Parties.

20. Time of the Essence.

Time is of the essence in this Agreement.

21. Waiver.

The waiver at any time by either Party of its right with respect to default or other matter arising in connection with this Agreement will not be deemed a waiver by that Party with respect to any subsequent default or matter.

22. Governing Law.

This Agreement is governed by and will be interpreted in accordance with the laws of the State of California.

23. Litigation/Joint Defense.

(a) In the event of an administrative challenge and/or litigation related to the proposed temporary Conserved Water transfer, the Parties will promptly meet and confer to perform a risk assessment of the litigation/challenge, and cooperate in good faith to determine whether to terminate the Agreement due to the litigation/challenge. If litigation and/or an administrative challenge is pending prior to July 1, 2024, either party may elect to terminate the Agreement due to any such litigation/challenge. If either party so elects to terminate the Agreement prior to July 1, 2024, WWD shall still be obligated to pay EID's reasonable and documented out-of-pocket administrative expenses set forth in Section 7(a)(ii). If litigation and/or an administrative challenge is initiated after July 1, 2024, the Parties will promptly meet and confer to perform a risk assessment of the litigation/challenge, but termination of this Agreement may only occur through agreement of both Parties. If both Parties so elect to terminate the Agreement after July 1, 2024, WWD shall still be obligated to pay EID's reasonable and documented out-of-pocket administrative expenses set forth in Section 7(a)(ii), and for all of the water delivered to the Point of Delivery for transfer to WWD prior to such termination, and for any litigation expenses to dismiss or otherwise resolve the litigation and/or administrative challenge.

(b) Except as set forth herein, WWD will reimburse 100% of EID's actual out-of-pocket expenses incurred in defending this proposed temporary Conserved Water transfer. WWD shall bear their own costs of any litigation and/or administrative challenge and shall pay any remedial award associated therewith, whether levied against WWD or EID.

(c) As to claims solely challenging EID's conduct within EID's service area or above the Point of Delivery, EID shall have primary responsibility for defending such claims on behalf of both EID and WWD, and WWD shall participate in defending against such claims to the extent they deem necessary or appropriate, in WWD's sole discretion. WWD shall bear their own fees and costs of defending against such claims. EID shall bear its own fees and costs of defending against such claims and shall pay any monetary awards associated therewith.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth above.

Westlands Water District

By: _____

Jose Gutierrez
Assistant General Manager

El Dorado Irrigation District

By: _____

Jim Abercrombie
General Manager

APPROVED AS TO FORM:

By: _____
Office of General Counsel

DRAFT

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider awarding contracts to Univar Solutions USA Inc. and Pioneer Americas, LLC in the not-to-exceed amounts of \$618,190 and \$1,018,875, respectively, to supply as-needed liquid sodium hydroxide and liquid sodium hypochlorite for water and wastewater treatment for one year, beginning July 1, 2024.

PREVIOUS BOARD ACTION

May 22, 2023 – Board awarded contracts to Univar Solutions USA, Inc. and Olin Chlor Alkali Products in the not-to-exceed amounts of \$699,207 and \$907,619, respectively, to supply as-needed liquid sodium hydroxide and liquid sodium hypochlorite for water and wastewater treatment for a period of one year.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3060 Contracts and Procurement

SUMMARY OF ISSUE

This item awards contracts to Univar USA Inc. and Pioneer Americas, LLC to supply as-needed liquid sodium hypochlorite and liquid sodium hydroxide for water and wastewater treatment for a period of one year utilizing the Bay Area Clean Water Agencies (BACWA) 2024 bid results.

BACKGROUND/DISCUSSION

Water and Wastewater agencies across the greater northern California area collaborate each year by combining their chemical requirements into a single solicitation under BACWA. BACWA is a Joint Powers Authority cooperative that advertises and opens sealed competitive bids and then prepares bid recommendations. The BACWA comprises 46 water and wastewater agencies, including El Dorado Irrigation District, in 12 counties. BACWA recently completed the 2024 bidding process, and, as in years past, staff proposes to utilize their recommendation for award to support our chemical needs.

Sodium Hydroxide

Liquid sodium hydroxide is used in both water and wastewater treatment processes. It is used at the Deer Creek and El Dorado Hills Wastewater Treatment Plants (WWTPs) to provide pH and alkalinity control for regulatory compliance and process control. Depending on operating conditions at the WWTPs, the systems require sodium hydroxide addition in liquid form of either a 30% or 50% concentrate solution. Approximately 167 dry tons of 30% solution and 390 dry tons of 50% solution are anticipated to be needed next year for wastewater treatment.

Additionally, 40 tons of 25% solution and 143 tons of 50% solution are anticipated to be needed next year in the water treatment process at the El Dorado Hills, Reservoir 1, and Reservoir A Water Treatment Plants to make alkalinity adjustments in source water and for pH control in the distribution system to inhibit corrosion. Since the usage volume varies based on a variety of factors, staff recommends that the contract not-to-exceed amount allows for a 10% contingency in the quantity of sodium hydroxide required over the next year. The bidding results and needs of each division are summarized below.

BACWA Bid No. 12-2024 Bid Summary for Sodium Hydroxide in Dry Tons

Supplier	\$/Dry Ton 25%	\$/Dry Ton 30%	\$/Dry Ton 50%
Univar Solutions USA Inc.	\$871.63	\$892.18	\$709.44
Brenntag Pacific, Inc.	\$879.80	\$873.00	\$715.00

Total Cost by Division 25%

Division	Dry Ton Est.	Price/Dry Ton	Cost
Water	40	\$871.63	\$ 34,865

Total Cost by Division 30%

Division	Dry Ton Est.	Price/Dry Ton	Cost
Wastewater	167	\$892.18	\$148,994

Total Cost by Division 50%

Division	Dry Ton Est.	Price/Dry Ton	Cost
Wastewater	390	\$709.44	\$276,682
Water	143	\$709.44	\$101,450
Total Cost 50%			\$378,132

Summary

Division	Total Cost
Water	\$ 136,315
Wastewater	\$ 425,676
Contingency 10%	\$ 56,199
Total	\$ 618,190

Price Analysis

The price per dry ton for 25% solution has decreased by 11.3%. The price for 30% solution has been reduced by 11%. The cost of 50% solution has decreased by 10.6% year-over-year. Pricing Note: Univar was not the low bidder for the 30% formulation. Per the method of award as described in section 2.16 of the BACWA RFB# 12-2024, an award is made to the overall low bidder for the chemical in each region; splitting by chemical formulation is not allowed. The estimated usage of 25% solution decreased by 10.5%. The estimated usage of 30% solution remained the same. The estimated usage of 50% solution decreased by 0.28%. The total estimated not-to-exceed cost decreased 11.6% year-over-year. The downward trend in pricing for Sodium Hydroxide signals that the supply chain issues experienced over the past few years are normalizing. Staff recommends an award to Univar Solutions USA Inc. based on the results of the 2024 bid conducted by the BACWA. The prices achieved through this bidding process are more advantageous than the District would expect to receive if it conducted its own solicitation due to the combined quantity purchased of all BACWA member agencies.

Sodium Hypochlorite

Sodium hypochlorite is a liquid disinfectant used in water and wastewater treatment processes. It is also used in the recycled water distribution system at the Deer Creek and El Dorado Hills WWTPs. The quantity of usage depends on factors such as the amount of effluent being treated, dosage rates, and weather. Wastewater staff estimates a combined need of 40,000 gallons of sodium hypochlorite per year for recycled water production at both WWTPs.

RECOMMENDATION

Option 1

ATTACHMENTS

Attachment A: BACWA Award Letter Sodium Hydroxide – Univar Solutions USA Inc.

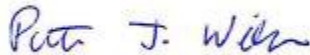
Attachment B: BACWA Award Letter Sodium Hypochlorite – Pioneer Americas, LLC



Ryan Deakyne
Senior Buyer



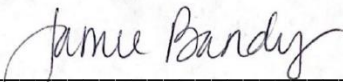
Tracy Crane
Wastewater Operations Manager



Patrick Wilson
Water Operations Manager



Dan Corcoran
Operations Director



Jamie Bandy
Finance Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager



March 18, 2024

Univar Solutions USA Inc.
Attn: Jennifer Perras
8201 S 212th St.
Kent, WA 98032

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 12-2024 for Supply and Delivery of Sodium Hydroxide 20% Sacramento; Sodium Hydroxide 25% Sacramento, Central Valley; Sodium Hydroxide 30% North Bay, Sacramento; Sodium Hydroxide 50% Central Valley, East Bay, North Bay, Sacramento regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 12-2024 was determined to be the lowest responsive bid for the supply and delivery of Sodium Hydroxide 20% Sacramento; Sodium Hydroxide 25% Sacramento, Central Valley; Sodium Hydroxide 30% North Bay, Sacramento; Sodium Hydroxide 50% Central Valley, East Bay, North Bay, Sacramento regions during the period July 1, 2024 through June 30, 2025.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
 Bid Results for Project 12-2024 SODIUM HYDROXIDE
 Bid Due on February 22, 2024 4:00 PM (PDT)

REGIONAL BID AWARD

Section	SODIUM HYDROXIDE 20% (Caustic)			SODIUM HYDROXIDE 25% (Caustic)					SODIUM HYDROXIDE 30% (Caustic)				SODIUM HYDROXIDE 50% (Caustic)					
	Marin Sonoma N	Sacramento	Central Valley	Marin Sonoma Napa	Peninsula	Sacramento	South Bay	Tri Valley	Marin Sonoma Napa	North Bay	Sacramento	South Bay	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Sacramento	Tri Valley
Description																		
Univar Solutions USA LLC.	890.0800	881.2500	840.1500	837.2800	836.2500	871.6300	825.9100	827.6700	1,213.6800	766.0500	892.1800	2,672.3700	748.6100	678.9100	693.8500	657.0900	709.4400	672.9600



March 18, 2024

Pioneer Americas LLC is a wholly owned subsidiary of Olin Corporation
Attn: Patrick M. Schumacker
490 Stuart Road, NE
Cleveland, TN 37312

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2024 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% and 5.25% (optional bid item) in the Sacramento region.

Dear Mr. Schumacker,

We are pleased to advise you that the bid submitted by Pioneer Americas LLC is a wholly owned subsidiary of Olin Corporation for Bid No. 13-2024 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% and 5.25% (optional bid item) in the Sacramento region during the period July 1, 2024 through June 30, 2025.

The participating BACC Agencies from the above regions should be contacting you shortly to discuss entering into contracts with Pioneer Americas LLC is a wholly owned subsidiary of Olin Corporation for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
 Bid Results for Project 13-2024 SODIUM HYPOCHLORITE 12.5%
 Bid Due on February 22, 2024 4:00 PM (PDT)

REGIONAL BID AWARD

Section	SODIUM HYPOCHLORITE 12.5%									SODIUM HYPOCHLORITE 12.5% in 275-gal totes (Optional bid item)		Sodium Hypochlorite 12.5% in Carboys (OPTIONAL BID ITEM)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)
	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	Central Valley	North Bay	Marin Sonoma Napa	Sacramento	
Description	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal
Unit of Measure	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal
Olin Corporation	3.2900	3.3900	3.2900	3.2900	3.2900	3.2500	3.2900	3.2900	no bid	no bid	no bid	no bid	1.5000

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider authorizing additional funding in the amount of \$50,000 for capitalized labor for the Diversion Facility Upgrades Project, Project No. 21008.01.

PREVIOUS BOARD ACTION

June 14, 2021 – Board awarded a contract to GHD, Inc. in the not-to-exceed amount of \$176,636 for design of the Diversion Facility Upgrades and authorized additional funding of \$65,000 for capitalized labor for a total funding request of \$241,636 for the Diversion Facility Upgrade Project, Project No. 21008.01.

February 13, 2023 – Board authorized additional funding in the amounts of \$14,877 for Pacific Gas and Electric electrical service upgrades and \$10,000 for capitalized labor for a total funding request of \$24,877 for the Diversion Facility Upgrades Project, Project No. 21008.01

April 24, 2023 – Board awarded a contract to TNT Industrial Contractors, Inc. in the not-to-exceed amount of \$805,730 for construction of the Diversion Facility Upgrades Project and authorized additional funding of \$77,361 for engineering construction support, \$60,000 for capitalized labor, and \$94,000 in project contingency for a total funding request of \$1,037,091 for the Diversion Facility Upgrades Project, Project No. 21008.01, which staff determined is exempt from the California Environmental Quality Act.

October 23, 2023 – Board adopted the 2024-2028 Capital Improvement Plan (CIP), subject to available funding.

February 12, 2024 – Board authorized additional funding in the amount of \$35,000 for capitalized labor and \$3,200 for water pollution control plan inspections, for a total funding request of \$38,200 for the Diversion Facility Upgrades Project, Project No. 21008.01.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3010 Budget

BP 5010 Water Supply Management

SUMMARY OF ISSUE

Board approval is required to authorize CIP funding prior to staff proceeding with work on the projects.

BACKGROUND/DISCUSSION

Staff requests additional funding for the following CIP project.

CIP Funding Request

Project No.	21008.01	Board Date	5/13/2024
Project Name	Diversion Facility Upgrades		
Project Manager	Delongchamp		

Budget Status	\$	%
Funded to date	\$ 1,441,804	--
Spent to date	\$ 1,427,676	99 %
Current Remaining	\$ 14,128	1 %

Funding Request Breakdown	\$
Capitalized Labor (Project Management, Construction Inspection, and in-house construction)	\$ 50,000
Total	\$ 50,000

Funding Source
53% Water FCCs
47% Water Rates

<p>Description</p> <p>The project implements a more reliable power distribution from utility and backup generators. Currently, the site has multiple voltage feeds and large voltage swings and suffers from load imbalances. The load imbalance and voltage swings cause increased equipment degradation and increased maintenance costs. Consolidating the power feeds to a single feed will alleviate the current problems and improve the site's reliability. Additionally, the existing generator is no longer correctly sized for the current load at the site and is unreliable. This project includes the installation of a larger generator.</p> <p>The project was awarded for construction in April 2023. Electrical equipment procurement delayed the project for several months. In addition, the PG&E scheduling for the new electrical service was recently delayed from April 11 to May 15, 2024, further impacting the project schedule.</p> <p>This funding request is for additional capitalized labor costs associated with project management, construction inspection, and operations due to the delayed project schedule. The project is estimated to be complete by the end of May 2024.</p>

BOARD OPTIONS

Option 1: Authorize additional funding in the amount of \$50,000 for capitalized labor for the Diversion Facility Upgrades Project, Project No. 21008.01.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

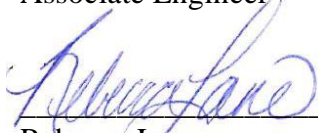
Option 1

ATTACHMENTS

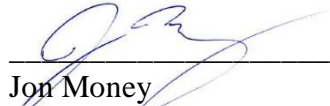
Attachment A: CIP summary



Kailee Delongchamp
Associate Engineer



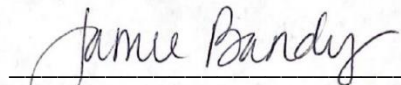
Rebecca Lane
Finance and Accounting Manager



Jon Money
Engineering Manager



Brian Mueller
Engineering Director



Jamie Bandy
Finance Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

2024

CAPITAL IMPROVEMENT PLAN Program:

Hydroelectric

Project Number: 21008
 Project Name: Diversion - Facility Upgrades
 Project Category: Reliability & Service Level Improvements
 Priority: 1 PM: Delongchamp Board Approval: 10/23/23

Project Description:

The project is to implement a more reliable power distribution from utility and backup generator. Currently the site has multiple voltage feeds, large voltage swings and suffers from load imbalances. The load imbalance and voltage swings are causing faster equipment degradation and increasing maintenance cost. Consolidating power to a single feed will alleviate the current problems and improve reliability of the site. The current generator is no longer sized adequately for the current load at the facility. This project will include installation of a larger generator. Other facility improvements include relocating the air compressor/fish screen blower system outside of the existing control room to reduce heat load to electrical and network equipment and enclosing the compressor tank to prevent temperature issues.

The project was awarded for Construction in April 2023. The building and generator will be installed in the fall of 2023. Construction is expected to continue into spring of 2024 due to electrical procurement issues.

Basis for Priority:

The project will improve reliability and improve operational capabilities of a critical water facility. This project started Construction in September 2023.

Project Financial Summary:

Funded to Date:	\$ 1,378,727	Expenditures through end of year:	\$ 1,075,271
Spent to Date:	\$ 275,271	2024 - 2028 Planned Expenditures:	\$ 300,000
Cash flow through end of year:	\$ 800,000	Total Project Estimate:	\$ 1,375,271
Project Balance	\$ 303,456	Additional Funding Required	\$ -

Description of Work	Estimated Annual Expenditures					Total
	2024	2025	2026	2027	2028	
Capitalized Labor	\$ 50,000					\$ 50,000
Construction Inspection	\$ 50,000					\$ 50,000
Construction	\$ 200,000					\$ 200,000
						\$ -
TOTAL	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000

Funding Sources	Percentage	2024	Amount
Water FCCs	53%		\$0
Water Rates	47%		\$0
			\$0
Total	100%		\$0

Funding Comments:

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider ratifying EID General Warrant Registers for the periods ending April 2, April 9, April 16, April 23, and April 30, 2024, and Board and Employee Expense Reimbursements for these periods.

PREVIOUS BOARD ACTION

The Board ratifies the District’s General Warrant Registers at each regular meeting of the Board.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

Section 24600 of the Water Code provides that no claim shall be paid unless allowed by the Board.

SUMMARY OF ISSUE

District staff notifies the Board of proposed payments via email and requests ratification of the warrant registers at the subsequent regular meeting of the Board. Copies of the Warrant Registers are sent to the Board on the Friday preceding the Warrant Register’s date. If no comment or request to withhold payment is received from any Director prior to the following Tuesday morning, the warrants are mailed out, and formal ratification of said warrants is agendaized on the next regular Board agenda.

BACKGROUND/DISCUSSION

Current Warrant Register Information

Warrants are prepared by Accounts Payable and reviewed and approved by the Finance & Accounting Manager, the Director of Finance, and the General Manager or their designee.

Register Date	Check Numbers	Amount
April 2, 2024	709323 – 709521	\$1,097,389.02
April 9, 2024	709522 – 709614	\$966,727.47
April 16, 2024	709615 – 709746	\$1,726,802.20
April 23, 2024	709747 – 709883	\$755,954.02
April 30, 2024	709884 – 709990	\$1,217,553.121

Current Employee Expense Reimbursements

Employee Expenses and Reimbursements have been reviewed and approved by the Finance & Accounting Manager and General Manager prior to the warrants being released. These expenses and reimbursements are for activities performed in the interest of the District in accordance with Board Policy 12065 and Resolution No. 2007-059.

Additional information regarding Board and Employee expense reimbursements is available for copying or public inspection at District headquarters in compliance with Government Code Section 53065.5.

BOARD OPTIONS

Option 1: Ratify the EID General Warrant Registers and Board and Employee Expense Reimbursements as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

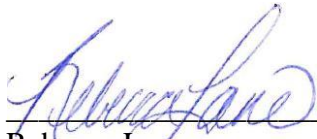
Option 1

ATTACHMENTS

Attachment A: Executive Summaries

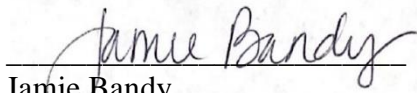
Attachment B: Employee Expense Reimbursements totaling \$100 or more

Attachment C: Board Expense Reimbursements



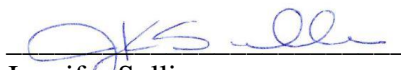
Rebecca Lane

Finance and Accounting Manager



Jamie Bandy

Finance Director



Jennifer Sullivan

Clerk to the Board



Jim Abercrombie

General Manager

Attachment A

March 28, 2024

To: Jim Abercrombie, General Manager
From: Rebecca Lane, Finance and Accounting Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for April 2, 2024 for your review and approval.

Executive Summary for April 2, 2024 -- \$1,097,389.02:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105)

- \$9,546—Joe Vicini, Inc. for asphalt patch paving services

General District Operations (Fund 110)

- \$5,343—AT&T for router equipment and phone and internet service
- \$3,670—Cintas Corporation for uniform service at various locations
- \$6,904—Ferguson Enterprises, LLC for warehouse inventory
- \$9,200—Hunt & Sons, LLC for fuel deliveries at various locations
- \$3,109—Hunt & Sons, Inc. for oil and propane deliveries at various locations
- \$4,233—Intech Mechanical Company, LLC for HVAC system service calls
- \$4,420—Riverview International Trucks, LLC for fuel injectors
- \$8,404—U.S. Bank for conference registration fees, software and meals for meetings

Engineering Operations (Fund 210)

- \$18,540—CASA for membership renewal

Water Operations (Fund 310)

- \$14,308—Aqua-Tech Company for cleaning and inspection services at Oakridge Tank 2
- \$3,726—BSK Associates for regulatory lab testing
- \$5,006—Grainger for utility pumps, valve rebuild kits, sockets, fittings and other miscellaneous operating supplies
- \$4,432—Hach Company for a digital controller and pocket colorimeter
- \$5,375—Joe Vicini, Inc. for asphalt patch paving services
- \$11,322—MCS Inspection for specialty coating inspection services at Bass Lake Tank
- \$3,369—National Trench Safety, Inc. for equipment rentals
- \$43,241—PG&E for electric service
- \$6,346—U.S. Bank for conference registration fees, valves, muck boots and employee training
- \$28,576—U.S. Bureau of Reclamation for restoration fund payments
- \$4,240—USA Bluebook for a dechlorination diffuser

Wastewater Operations (Fund 410)

- \$7,964—Alfa Laval, Inc. for gravity belts
- \$6,248—Grainger for connectors, valves, truck boxes and other miscellaneous operating supplies
- \$3,380—Hach Company for cleaning solution and reagent
- \$7,023—Hastie's Capitol Sand and Gravel Co. for rock deliveries
- \$21,480—Jack Doheny Company for sewer camera repairs, a control module and cable retermination
- \$5,180—Municipal Maintenance Equipment, Inc. for manhole hooks, sewer hoses and other miscellaneous operating supplies

- \$11,942—Shanley Pump & Equipment, Inc. for a replacement pump head

Recycled Water Operations (Fund 510) – none to report

Hydroelectric Operations (Fund 610)

- \$3,414—GEI Consultants, Inc. for consulting services
- \$8,578—Scelzi Equipment, Inc. for drawer units for new diesel trucks

Recreation Operations (Fund 710) – none to report

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$636,231—Big Valley Electric for engineering services (\$669,717) – Reservoir A Filter Valve Replacements (Project #22038.01). Retention held \$33,486
- \$72,656—Corning Ford, Inc. for a 2024 Ford F-350 truck – 2024 Vehicle Replacement Program (Project #24003.01)
- \$15,278—Domenichelli and Associates, Inc. for engineering services – Crestview Pump Station Replacement Project (Project #17011.01)
- \$28,497—MCS Inspection for construction inspection services – Bass Lake Tank Recoating (Project #23020.01)

April 5, 2024

To: Jim Abercrombie, General Manager
From: Rebecca Lane, Finance and Accounting Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for April 9, 2024 for your review and approval.

Executive Summary for April 9, 2024 -- \$966,727.47:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105)

- \$5,783—R.S. Lee Enterprises, Inc. for a refund on a deposit payment

General District Operations (Fund 110)

- \$4,262—C & H Motor Parts, Inc. for miscellaneous vehicle maintenance supplies
- \$31,749—Hunt & Sons, LLC for card lock fuel and fuel deliveries at various locations
- \$50,636—Infor Public Sector, Inc. for annual software renewal

Engineering Operations (Fund 210)

- \$4,940—Water Resources Economics for comprehensive review and update of Facility Capacity Charges

Water Operations (Fund 310)

- \$323,190—Cal Sierra Construction, Inc. for Bass Lake Tank #2 recoating (\$340,200). Retention held \$17,010
- \$5,000—Capital Industrial Restoration, Inc. for Strawberry tank repair services
- \$8,114—City of Sacramento for America River watershed survey
- \$3,824—Hastie’s Capitol Sand and Gravel Co. for rock deliveries
- \$5,480—ICM Group, Inc. for construction inspection services
- \$3,617—Youngdahl Consulting Group, Inc. for compaction testing services

Wastewater Operations (Fund 410)

- \$3,601—Flo-Line Technology, Inc. for a submersible pump

Recycled Water Operations (Fund 510) – none to report

Hydroelectric Operations (Fund 610)

- \$11,275—KGS Group International, Inc. for consulting services
- \$4,550—Technical Systems, Inc. for reporting support services

Recreation Operations (Fund 710) – none to report

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$3,375—4RF USA, Inc. for computer hardware – Wastewater Facility Generators-FEMA Grant (Project #21041.01)
- \$54,858—Aecom Technical Services, Inc. for environmental impact reporting services – Permit 21112 Change in Point of Diversion (Project #16003.01)
- \$74,264—Downtown Ford Sales for a 2024 Ford F-550 truck – 2024 Vehicle Replacement Program (Project #24003.01)

- \$13,869—Hastie’s Capitol Sand and Gravel Co. for rock deliveries – Water Service Line Replacement (Project #23002.01)
- \$11,431—Herwit Engineering for construction management services – Reservoir A Filter Valve Replacements (Project #22038.01)
- \$6,885—ICM Group, Inc. for construction inspection services – Reservoir A Filter Valve Replacements (Project #22038.01)
- \$8,963—Peterson Brustad, Inc. for construction engineering services – FERC: C50.1 Silver Lake Campground East Re-Construction (Project #06082H.02)
- \$178,014—Quantum Resolve, Inc. for consulting services – Hansen 7 Software Replacement (Project #18055.01)
- \$76,421—TNT Industrial Contractors, Inc. for construction services (\$80,443) – Diversion-Facility Upgrades (Project #21008.01). Retention held \$4,022
- \$13,763—Water Works Engineers, LLC for engineering services:
 - >Project #STUDY16.01 – Deer Creek Collection System Modeling (\$1,812)
 - >Project # STUDY29.01 – Marina Village #1 Force Main (\$1,245)
 - >Project #22038.01 – Reservoir A Filter Valve Replacements (\$10,706)
- \$6,442—Zeliko Mijovic for claim payout for driveway repair – Water Service Line Replacement (Project #24002.01)

April 11, 2024

To: Jim Abercrombie, General Manager
From: Rebecca Lane, Finance and Accounting Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for April 16, 2024 for your review and approval.

Executive Summary for April 16, 2024 -- \$1,726,802.20:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105)

- \$8,291—Serrano Associates, LLC for a refund on a deposit payment

General District Operations (Fund 110)

- \$91,541—Aqua Metric Sales Company for transceivers
- \$82,425—Association of California Water Agencies/JPIA for January – March 2024 workers' compensation insurance
- \$18,932—AT&T for phone service and a data center trunk circuit
- \$4,388—C & H Motor Parts, Inc. for miscellaneous vehicle maintenance supplies
- \$114,173—CDW Government for software support renewal
- \$3,986—Hunt & Sons, LLC for fuel deliveries at various locations
- \$12,858—Pace Supply Corporation for warehouse inventory
- \$11,664—PG&E for electric service
- \$3,555—Ultra Truck Works, Inc. for three winch mounts and a bumper

Engineering Operations (Fund 210) – none to report

Water Operations (Fund 310)

- \$18,957—Aqua-Tech Company for cleaning and debris removal
- \$93,124—Department of Water Resources for annual dam fees
- \$3,797—DXP Enterprises, Inc. for a centrifugal pump
- \$4,870—ERS Industrial Services, Inc. for stainless steel wire mesh
- \$6,140—Grainger for respirators, connectors, valve rebuild kits and other miscellaneous operating supplies
- \$6,883—Holt of California for a generator rental
- \$3,808—Motion Industries for an air cylinder
- \$15,921—Pace Supply Corporation for pipe, pipe cutters, meter gaskets, valves and valve repair kits
- \$4,870—PG&E for electric service
- \$26,418—Pioneer Americas, LLC for sodium hypochlorite at Reservoir A

Wastewater Operations (Fund 410)

- \$5,919—CLS Labs for regulatory lab testing
- \$9,035—Department of Water Resources for annual dam fees
- \$7,254—Flo-Line Technology, Inc. for pump repair parts and labor
- \$69,176—PG&E for electric service
- \$8,336—Solenis, LLC for flocculant at EDHWWTP
- \$59,064—Synagro West, LLC for sludge hauling and disposal at DCWWTP and EDHWWTP
- \$39,019—Univar Solutions USA, Inc. for sodium hydroxide at DCWWTP and EDHWWTP

Recycled Water Operations (Fund 510)

- \$8,771—PG&E for electric service

Hydroelectric Operations (Fund 610)

- \$82,061—Department of Water Resources for annual dam fees
- \$6,598—Elite Truck for three aluminum truck bed cargo slides
- \$6,885—PG&E for electric service
- \$16,704—Southwest Valve & Equipment, LLC for electric actuators
- \$5,722—STB Electrical Test Equipment, LLC for equipment testing and calibration services

Recreation Operations (Fund 710) – none to report

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$140,125—Big Valley Electric for backup generator upgrade services:
 - >Project #21040.01 – Water Facility Generators - FEMA Grant (\$73,750). Retention held \$3,687
 - >Project #21041.01 – Wastewater Facility Generators - FEMA Grant (\$73,750). Retention held \$3,688
- \$11,550—Domenichelli and Associates, Inc. for engineering services:
 - >Project #18003.01 – Indian Creek Lift Station Upgrades (\$10,885)
 - >Project #21026.01 – St. Andrews Lift Station Upgrades (\$665)
- \$6,834—El Dorado County Transportation Department for encroachment fees:
 - >Project #24002.01 – Service Line Replacement (\$5,903)
 - >Project #21079.01 – Sly Park Intertie Improvements (\$931)
- \$68,453—GEI Consultants, Inc. for engineering services – Silver Lake Dam Replacement (Project #19031.01)
- \$8,635—GHD, Inc. for engineering design services – Flume 45 Section 3 Replacement (Project #22014.01)
- \$4,155—Hastie’s Capitol Sand and Gravel Co. for aggregate rock – Water Service Line Replacement (Project #24002.01)
- \$15,493—Herwit Engineering for engineering services:
 - >Project #23010.01 – Reservoir 1 Water Treatment Plant Generator Replacement (\$3,439)
 - >Project #23051.01 – Sly Park Outlet Control Improvements (\$12,054)
- \$4,025—MCK Americas, Inc. for construction management services – Flume 45 Abutment Replacement (Project #17025.01)
- \$271,862—Riverview International Trucks, LLC for two International HV613 dump trucks – 2022 Vehicle Replacement Program (Project #22003.01)
- \$261,692—Syblon Reid for construction services (\$275,465) – Echo Conduit Emergency Repairs (Project #23026.01). Retention held \$13,773

April 18, 2024

To: Jim Abercrombie, General Manager
From: Rebecca Lane, Finance and Accounting Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for April 23, 2024 for your review and approval.

Executive Summary for April 23, 2024 -- \$755,954.02:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105)

- \$5,444—El Dorado County Transportation Department for utility encroachment fees

General District Operations (Fund 110)

- \$31,180—CDW Government for software maintenance and support renewals
- \$3,233—Conexwest for a shipping container
- \$17,168—Dataprose, LLC for March billing services
- \$24,380—Hunt & Sons, LLC for card lock fuel and fuel deliveries at various locations
- \$5,100—ICE Safety Solutions for basic CPR and first aid training
- \$4,552—Iconix Waterworks (US), Inc. for warehouse inventory
- \$4,434—Intech Mechanical Company, LLC for filters, and the replacement of a heat exchanger and gas valve
- \$3,216—Kimball Midwest for nuts, washers, bushings, connectors and other miscellaneous repair and maintenance supplies
- \$5,210—Kronos Saashr, Inc. for payroll software
- \$3,066—PG&E for electric service
- \$35,658—Pie Pipe and Supply, LLC for copper tubing
- \$5,000—Pitney Bowes Reserve Account for mail machine postage
- \$5,209—Ron DuPratt Ford for vehicle repair and maintenance supplies and services
- \$41,983—TNT Industrial Contractors, Inc. for release of retention held on project 22039.01 EDHWWTP Filter 5 Rehabilitation

Engineering Operations (Fund 210)

- \$6,542—DLT Solutions, LLC for annual subscription renewal

Water Operations (Fund 310)

- \$3,460—Grainger for wrenches, saw blades, pliers, adapters and other miscellaneous small tools and operating supplies
- \$6,722—Holt of California for a generator rental
- \$7,498—McMaster-Carr Supply Company for pipe fittings, clamps, valves, tubing, fittings and other miscellaneous operating supplies
- \$116,450—PG&E for electric service

Wastewater Operations (Fund 410)

- \$28,799—Equova Water Technologies, LLC for a biofilter
- \$3,270—Grainger for lights, plugs, a power connection kit and other miscellaneous repair and maintenance supplies
- \$3,044—JM Squared Associates, Inc. for pump parts
- \$5,679—Muniquip, LLC for secondary clarifier parts at DCWWTP

- \$95,598—PG&E for electric service

Recycled Water Operations (Fund 510)

- \$4,152—PG&E for electric service

Hydroelectric Operations (Fund 610)

- \$5,769—North Machine Shop for the machining of various nuts, bearings and machine drive assemblies
- \$4,994—PG&E for electric service
- \$5,628—Rumsey Lang Well Drilling & Pumps, Inc. for the installation of a booster pump

Recreation Operations (Fund 710) – none to report

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$3,688—Apex Underground Supply for pipe splitting tools and expanders – Water Service Line Replacement (Project #24002.01)
- \$6,985—Carollo Engineers, Inc. for engineering services:
 - >Project #STUDY03.01 – WTP Assessments-Reservoir 1 (\$1,746)
 - >Project #STUDY03.02 – WTP Assessments-Reservoir A (\$1,746)
 - >Project #STUDY03.03 – WTP Assessments-EDHWTP (\$1,746)
 - >Project #STUDY03.04 – WTP Assessments-Strawberry WTP (\$1,747)
- \$6,997—GHD, Inc. for engineering design and construction inspection services – Flumes 45A, 46A, 47A, and 47B Replacement (Project #21013.01)
- \$4,900—Herwit Engineering for construction management services – Reservoir A Filter Valve Replacements (Project #22038.01)
- \$17,855—Iconix Waterworks (US), Inc. for three valves – Valve Replacement EDM1 and EDM2 (Project #23025.01)
- \$11,717—Industrial Electrical Co. for two soft starters – Collection System PLC Upgrade (Project #19032.01)
- \$26,456—MCS Inspection for construction inspection services – Bass Lake Tank #2 Rafter Replacement and Roof Rehabilitation (Project #23020.01)
- \$6,553—Peterson Brustad, Inc. for design services – Pleasant Oak Main Pressure Reducing Station #2 Upgrade (Project #22019.01)
- \$23,000—Raftelis for business and technology consulting services – Hansen 7 Software Replacement (Project #18055.01)
- \$9,435—Sage Energy Consulting for asset management consulting services – Solar Assessment and Design (Project #23022.01)
- \$8,010—Stantec Consulting Services, Inc. dam safety engineering and consulting services – Annual Reservoir and Dam Improvements (Project #17033.01)
- \$33,683—Water Works Engineers, LLC for engineering design services:
 - >Project #22038.01 – Reservoir A Filter Valve Replacements (\$29,966)
 - >Project #24008.01 – Flume 38-40 Canal Conversion (\$3,717)
- \$6,555—Zanjero for strategic support and technical assistance – Permit 21112 Change in Point of Diversion (Project #16003.01)

April 25, 2024

To: Jim Abercrombie, General Manager
From: Rebecca Lane, Finance and Accounting Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for April 30, 2024 for your review and approval.

Executive Summary for April 30, 2024 -- \$1,217,553.12:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105) – none to report

General District Operations (Fund 110)

- \$5,498—ABM Janitorial Services for janitorial services
- \$5,866—Ferguson Enterprises, LLC for warehouse inventory
- \$4,538—Grainger for a roof fan, a disc finishing machine, motors, sharps containers and v-belts
- \$15,859—Iconix Waterworks (US), Inc. for warehouse inventory
- \$21,755—Pace Supply Corporation for warehouse inventory
- \$33,450—QBIX, LLC for software enhancement and consulting services
- \$9,500—Reeb Government Relations, LLC for May retainer
- \$7,820—Savant Solutions, Inc. for network traffic monitoring devices
- \$3,201—Sierra Nevada Tire and Wheel for tires and service calls

Engineering Operations (Fund 210)

- \$8,074— CLS Labs for regulatory lab testing

Water Operations (Fund 310)

- \$27,759—Aqua-Tech Company for Reservoirs 7 and B cover cleaning services
- \$6,887—Borges & Mahoney Co. for two flow cell modules
- \$3,955—BSK Associates for regulatory lab testing
- \$6,232—Costa Fencing, Inc. for chain link fence repair services
- \$13,492—GEI Consultants, Inc. for CEQA/NEPA and dam safety surveillance and monitoring services
- \$8,586—Grainger for ball valves, filters, spot lights, batteries and other miscellaneous safety and operating supplies
- \$13,631—Hydraflo, Inc. valve repair kits, rods, stems and nuts
- \$6,962—Imperial Printing for the printing of 43,120 customer notifications
- \$15,214—Pace Supply Corporation for a drilling machine, vent covers, bolts, gaskets, pipe, gate valves and other miscellaneous operating supplies
- \$13,012—Pioneer Americas, LLC for sodium hypochlorite at Reservoir A

Wastewater Operations (Fund 410)

- \$109,410—Celadon Holdco, LLC for solar electric service at EDHWWTP and DCWWTP
- \$6,849—CLS Labs for regulatory lab testing
- \$6,423—Frank A. Olsen Company for pump rebuild and repair parts
- \$4,926—Grainger for a mounting plate, fire hose nozzles, ball valves, adapters and other miscellaneous small tools and operating supplies
- \$12,055—MK International, LLC for carbon supplement at EDHWWTP
- \$30,464—Polydyne, Inc. for polymer at EDHWWTP and DCWWTP
- \$8,336—Solenis, LLC for flocculant at EDHWWTP
- \$62,782—Synagro West, LLC for sludge hauling and disposal at EDHWWTP and DCWWTP

Recycled Water Operations (Fund 510) – none to report

Hydroelectric Operations (Fund 610)

- \$27,923—GEI Consultants, Inc. for dam safety surveillance and monitoring services
- \$5,865—Grainger for a mounting plate, a vise and arc flash resistant clothing

Recreation Operations (Fund 710)

- \$3,933—Commerce Printing Service for Sly Park Recreation brochure printing services

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$453,763—Big Valley Electric for engineering services (\$477,645) – Reservoir A Filter Valve Replacements (Project #22038.01). Retention held \$23,882
- \$10,240—BT Consulting, Inc. for inspection services:
 - >Project #21079.01 – Sly Park Intertie Improvements (\$4,240)
 - >Project #17025.01 – Flume 45 Abutment Replacement (\$6,00)
- \$18,976—Downey Brand, LLP for legal services – Flume 45 Abutment Replacement (Project #17025.01)
- \$63,709—G3 Engineering, Inc. for a sump pump – El Dorado Hills WTP Clear Well Pump Replacement (Project #23017.01)
- \$7,716—Iconix Waterworks (US), Inc. for gaskets, couplings and flanges – Ridgeview Hydropneumatic Tank (Project #23046.01)
- \$6,449—Kleinfelder, Inc. for hydroelectric compliance services:
 - >Project #06021H.01 – FERC: C37.8 Water Temperature (\$1,578)
 - >Project #07003H.01 – FERC: C37.9 Water Quality (\$4,871)
- \$56,000—Tesco Controls, Inc. for arc flash risk assessment services – Wastewater Arc Flash Risk Assessment (Project #STUDY24.01)
- \$19,127—Water Works Engineers, LLC for engineering services:
 - >Project #23026.01 – Echo Conduit Emergency Repair Services (\$8,288)
 - >Project #22038.01 – Reservoir A Filter Valve Replacements (\$10,839)

Employee Expense Reimbursements
Warrant Registers dated April 2, April 9, April 16, April 23 and April 30, 2024

EMPLOYEE	DESCRIPTION	AMOUNT
James Proctor	Mileage Reimbursement	\$165.57
Noel Russell	Dinner for Line Break Crew	\$129.90
Enrique Robles	Travel Expenses - SCADA Class	\$239.73
Bryan Cooper	Travel Expenses - SCADA Class	\$252.83
Jeremy Faber	Travel Expenses - SCADA Class	\$321.37
Joseph Cortez	Travel Expenses - CUPA Confernce	\$964.51
Pre Deitchman	Travel Expenses - AWWA Symposium	\$586.82
Reeson Blevins	Travel Expenses - AWWA Symposium	\$596.01
Seth Borba	D5 Exam, Re-Test & Certificate	\$380.00
Steven Laguna	Travel Expenses - SCADA Class	\$388.65
Tim Cass	Travel Expenses - AWWA Symposium	\$688.05
Adam Walsh	Books, Parking, CWEA Course	\$484.69
James Balay	Training Package / Renewal for T5 Certification	\$205.00
Lelan Kay	D4 Study Material / Renewal	\$180.25
Thomas Canitia	Travel Expenses - PRAC Conference	\$212.31
Scott Tarbox	Fuel for District Vehicle / Mileage Reimbursement	\$123.18
		\$5,918.87

Board Expense Reimbursements
 Warrant Registers dated April 2, April 9, April 16, April 23 and April 30, 2024

DESCRIPTION	Lori Anzini	Alan Day	Pat Dwyer	Brian Veerkamp	George Osborne	Total
Personal Vehicle Expense						\$0.00
Hotel						\$0.00
Meals or Incidentals Allowance						\$0.00
Airfare, Car Rental, Misc Travel						\$0.00
Fax, Cell or Internet Service						\$0.00
Meeting or Conference Registration						\$0.00
Meals with Others						\$0.00
Membership Fees/Dues			\$50.00			\$50.00
Office Supplies						\$0.00
Reimburse prepaid expenses						\$0.00
Miscellaneous Reimbursements						\$0.00
	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$50.00

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider awarding contracts to K.W Emerson in the not-to-exceed amount of \$2,884,700 for construction, GHD, Inc. in the not-to-exceed amount of \$213,426 for construction engineering services, and ICM Group, Inc. in the not-to-exceed amount of \$137,200 for general inspection services for the Flume 47A Replacement Project; and authorize additional funding of \$66,115 for specialty inspection services, \$20,000 for environmental services, \$205,000 for capitalized labor, and \$352,644 in contingencies for a total funding request of \$3,879,085 for the Flume 47A Replacement Project, Project No. 22030.01.

PREVIOUS BOARD ACTION

July 26, 2021 – Board awarded a contract to GHD, Inc. in the not-to-exceed amount of \$368,268 for design of Flume 45A, 46A, 47A, and 47B replacement and authorized additional funding of \$110,000 for capitalized labor and \$25,000 for environmental studies, for a total funding request of \$503,268 for the Flume 45A, 46A, 47A, and 47B Replacement Project, Project No. 21013.01.

October 23, 2023 – Board adopted the 2024–2028 Capital Improvement Plan (CIP), subject to available funding.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 0010 District Mission Statement

BP 3010 Budget

BP 3060 Contracts and Procurement

BP 8010 Hydroelectric System Management

SUMMARY OF ISSUE

Flume 47A is part of the Project 184 conveyance system that conveys water from the diversion facility in Kyburz to El Dorado Forebay. The 22-mile conveyance system is a critical component of District infrastructure that delivers approximately one-third of the District’s water supply for consumptive use and hydroelectric generation. The most recent flume assessment identified that the timbers of Flume 47A are undersized, overstressed, and in need of replacement. The flume will be replaced with a fire-resistant concrete flume consistent with current District practice.

BACKGROUND/DISCUSSION

Last replaced by PG&E in the early 1990s, Flume 47A is approximately 180 feet in length and is located on a former landslide. In 2015, visual inspections and core samples of representative wooden structural timbers were collected and analyzed. The inspection findings determined that undersized structural timber was utilized when the flume was replaced in 1990. This condition is compounded today by the degradation of the sills over the last 34 years, which has resulted in the overstressing of the wooden flume support structure.

A 2020 flume condition assessment and prioritization effort identified Flume 47A with a condition score of 8 (10 being worst). The condition of Flume 47A is not the worst of the remaining wooden flumes (other flumes, such as Flume 45 Section 3 and Flume 48, received condition scores of 9). However, due to the high replacement cost of those larger flumes and the financial limitations during the 2023 Cost of Service analysis, Flume 45 Section 3 and Flume 48

construction costs were deferred beyond the 5-year horizon of the CIP. Flume 47A, however, remained in the near-term CIP due to its relatively lower cost, which could be funded by pay-as-you-go funding, and its easier ability to reconstruct the flume in a normal outage window.

The Flume 47A project was initially planned for construction in 2023. District crews initiated activities in 2023, including tree removal and minor road improvements in advance of the flume replacement work. However, due to difficulties experienced and an extended duration to complete the 2022 Flume 45 abutment project, Flume 47A was deferred last year to implement a short 2023 outage that capitalized on a wet water year and corresponding hydroelectric revenues during what would have been an extended fall outage window.

Scope of Work

The Flume 47A Replacement Project (Project) will reconstruct Flume 47A as a concrete, fire-resistant asset. The scope of work generally consists of:

- Replacement of approximately 180 feet of wooden flume and 52 feet of on-grade concrete canal with reinforced shotcrete rectangular canal supported on mechanically stabilized earth (MSE) walls.
- Reconstruction of the flume bench, which includes excavation on the downslope side of native competent material to accommodate a footing or leveling pad for the MSE wall.
- Hazard tree removal and hazard rock removal or stabilization near the facility.
- Installation of upslope drainage improvements and subsurface drainage systems to stabilize the uphill slope.
- Resurfacing and regrading of the existing U.S. Forest Service Road (10N40G), realignment of sharp curves, and improvements to a portion of the canal bench with an aggregate base for a minimum 12-foot-wide all-weather surface to allow equipment access for construction and ongoing operations and maintenance.

Construction Schedule

Construction of the Flume 47A project is scheduled to begin in the fall of 2024, with work on the access road occurring before and after the canal outage. Substantial completion of the flume to convey water is scheduled for mid-December 2024, and final completion is scheduled for spring 2025.

Construction Bidding

Staff issued a request for qualifications (RFQ) for potential contractors wishing to bid on the project in December 2023. In response to the RFQ, the District received a qualifications package from only one construction firm, and staff subsequently determined that the qualifications package did not meet the minimum requirements to bid on the Project. Staff issued a second RFQ in January 2024 and received two packages, both of which were deemed qualified to bid on the project.

Staff provided contract documents to the two pre-qualified contractors in February 2024 and held a pre-bid meeting in March. On April 23, 2024, the District received two bids as follows.

Contractor	Bid
K.W. Emerson	\$2,884,700
Syblon Reid	\$3,081,000

K.W. Emerson is the lowest responsive and responsible bidder. K.W. Emerson has successfully completed District hydroelectric projects in the past, including the Flume 38/39-40 Canal Conversion and Flume 44 Replacement. Other past projects completed by K.W. Emerson in the region include the California Aqueduct – Canal Liner Repair in 2018, Lower Cherry Aqueduct Rehabilitation in 2018, Belden Spillway Shotcrete Repair in 2021, Tunnel Outlet Canal Liner in 2022, Bear River Canal Liner in 2022, and a subsequent phase of the Bear River Canal Liner in 2023.

The engineer’s estimate for the project is \$2.4 million.

Construction engineering services and inspection

GHD is the engineer of record for this Project. The District typically retains the engineer of record for construction engineering services (CES). GHD’s proposed CES scope includes review of all submittals to meet the technical specifications, addressing requests for information, and assisting in change order reviews. Staff negotiated a cost proposal for CES services with GHD in the amount of \$213,426.

Staff also requested proposals from the District’s on-call geotechnical services consultants for specialty inspection services per the Quality Control Inspection Program (QCIP) required and approved by FERC.

Consultant	Proposed Cost
Geocon Consultants, Inc.	\$66,115
Blackburn Consulting	\$128,570

Geocon Consultants, Inc., provided the lowest-cost proposal and illustrated proficient expertise and knowledge of the project for these services.

Due to the limitations of the fall outages from October to December, flume replacement projects have the possibility of implementing 24-hour, 7-day-per-week operations to complete the project. The District does not have inspection staff available to perform general inspections on a 24/7 schedule. Therefore staff contracts this work out for the night and weekend work to supplement in-house inspection staff during normal working hours. Staff requested proposals to assist in the general inspection of the project including staffing the weekend, swing, and night shift inspection if needed. Staff received three proposals that are summarized below:

Consultant	Proposed Cost
ICM Group, Inc.	\$137,200
KGS Group International, Inc.	\$147,680
NV5, Inc.	\$158,064

ICM Group, Inc. provided the lowest cost proposal and demonstrated proficient expertise and staff resources to support the project.

Environmental Services

The Flume 47A project area is located on federal lands managed by the U.S. Forest Service with designated protected activity centers for California spotted owl and Northern goshawk. At this time, construction is scheduled to occur outside of the Limited Operating Period (LOP) for these

species, which extends from March 1 through August 31 for California spotted owl and February 15 through September 15 for Northern goshawk. The LOP restricts activities that may disturb these species during the breeding, nesting, and fledgling time periods. Work may occur during the LOP if surveys confirm these species are not present in the area. Funding for environmental services to conduct surveys for these species is requested in case construction is required to occur during the LOP.

Environmental Review

The District, acting as the Lead Agency, must comply with California Environmental Quality Act (CEQA) requirements for the Flume 47A Replacement Project. Staff reviewed the activities associated with implementing the proposed project and determined that the project qualified for a Class 1 CEQA Categorical Exemption as the maintenance and repair of existing facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination (CEQA Guidelines §15301) and for a Class 2 CEQA Categorical Exemption as replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced (CEQA Guidelines §15302). None of the applicable exceptions to this exemption, as identified under CCR, Title 14 section 15300.2, apply to this project, including an area of critical concern, cumulative impact, significant effect due to unusual circumstances, scenic highways, hazardous waste sites, and historical resources. Staff filed a Notice of Exemption (NOE) from CEQA with the El Dorado County Recorder-Clerk's office and posted the NOE on the District’s website on November 1, 2022.

FUNDING

The 2024-2028 CIP identified \$3,200,000 in funding for this Project. The funding source is 53% Water FCCs and 47% Water Rates.

Construction – K.W. Emerson	\$2,884,700
Construction engineering services – GHD, Inc.	\$213,426
General Inspection – ICM Group, Inc.	\$137,200
Specialty QCIP Inspection – Geocon Consultants, Inc.	\$66,115
Environmental services	\$20,000
Capitalized labor – Project management and engineering, construction management, and environmental staff support	\$205,000
Project contingency (10%)	\$352,644
Total funding	\$3,879,085

BOARD OPTIONS

Option 1: Award contracts to K.W. Emerson in the not-to-exceed amount of \$2,884,700 for construction, GHD, Inc. in the not-to-exceed amount of \$213,426 for construction engineering services, and ICM Group, Inc. in the not-to-exceed amount of \$137,200 for general inspection services for the Flume 47A Replacement Project; and authorize additional funding of \$66,115 for specialty inspection services, \$20,000 for environmental services, \$205,000 for capitalized labor, and \$352,644 in contingencies for a total funding request of \$3,879,085 for the Flume 47A Replacement Project, Project No. 22030.01.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

Attachment A: Construction Bid summary

Attachment B: GHD, Inc. proposal

Attachment C: ICM Group, Inc. proposal

Attachment D: CIP summary



Liz Carrington
Senior Civil Engineer



Brian Deason
Environmental Resources Supervisor



Cary Mutschler
Hydroelectric Manager



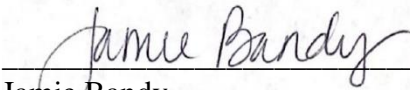
Jon Money
Engineering Manager



Brian Mueller
Engineering Director



Dan Corcoran
Operations Director



Jamie Bandy
Finance Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

EL DORADO IRRIGATION DISTRICT

FLUME 47A REPLACEMENT

PROJECT NO. 22030.01; CONTRACT NO. E24-03

Bid Opening: April 23, 2024 @ 3:01 p.m.

SUMMARY OF BIDS RECEIVED

ITEM NO.	WORK OR MATERIAL	QUANTITY	UNIT	K. W. Emerson, Inc. San Andreas, CA		Syblon Reid Folsom, CA	
				UNIT PRICE (FIGURES)	AMOUNT (FIGURES)	UNIT PRICE (FIGURES)	AMOUNT (FIGURES)
				Bid env. A received via hand delivery at 2:24 p.m. 4/23/2024 Bid env. B received via hand delivery at 1:55 p.m. 4/25/2024 "Footnote A"		Bid env. A received via hand delivery at 2:06 p.m. 4/23/2024 Bid env. B received via hand delivery at 9:47 p.m. 4/25/2024	
1	Bonds and Insurance	1	LS	27,300.00	\$ 27,300.00	32,000.00	\$ 32,000.00
2	Safety Plan and Programs	1	LS	3,200.00	3,200.00	6,000.00	6,000.00
3	Mobilization / Demobilization	1	LS	279,100.00	279,100.00	150,000.00	150,000.00
4	Implementation of Storm Water Pollution Prevention Plan (SWPPP)	1	LS	114,200.00	114,200.00	50,000.00	50,000.00
5	Wooden Flume, Supports and Foundation Demolition	1	LS	106,100.00	106,100.00	60,000.00	60,000.00
6	Concrete Canal Demolition	1	LS	18,000.00	18,000.00	35,000.00	35,000.00
7	Flume Crossings Removal	1	LS	1,600.00	1,600.00	3,000.00	3,000.00
8	Pipe Riser Demolition	1	LS	11,700.00	11,700.00	4,000.00	4,000.00
9	Clearing and Grubbing	1	LS	53,900.00	53,900.00	16,000.00	16,000.00
10	Slope Scaling and Stabilization Rock Fall Protection	1	LS	26,900.00	26,900.00	230,000.00	230,000.00
11	Tree Removal 10" to 18"	1	LS	2,000.00	2,000.00	10,000.00	10,000.00
12	Tree Removal 19" to 36"	1	LS	8,900.00	8,900.00	23,000.00	23,000.00
13	Tree Removal 36" and Greater	1	LS	5,900.00	5,900.00	9,000.00	9,000.00
14	Excavation - Canal and Borrow Site Mound	1	LS	336,700.00	336,700.00	140,000.00	140,000.00
15	Embankment / Fill	1	LS	289,500.00	289,500.00	210,000.00	210,000.00
16	Mechanically Stabilized Earthen Retaining Wall	1	LS	143,500.00	143,500.00	102,000.00	102,000.00
17	Crushed Rock Leveling Pad	1	LS	24,200.00	24,200.00	17,000.00	17,000.00
18	8 inch Aggregate Base Roadway - Canal Bench	1	LS	16,200.00	16,200.00	50,000.00	50,000.00
19	Subdrain System / Class II Perm / Pipe / Outlet / Protection	1	LS	50,600.00	50,600.00	32,000.00	32,000.00
20	Air Placed Reinforced Concrete Canal (In-Grade)	1	LS	440,300.00	440,300.00	510,000.00	510,000.00
21	Flume / Canal Transitions	1	LS	45,900.00	45,900.00	47,000.00	47,000.00
22	Drainage Channel Intake Construction	1	LS	54,800.00	54,800.00	105,000.00	105,000.00
23	Roadway Improvements	1	LS	742,400.00	742,400.00	1,000,000.00	1,000,000.00
24	All Work of Contract Documents other than Work Separately Provided for Under Other Bid Items	1	LS	81,800.00	81,800.00	240,000.00	240,000.00
TOTAL BID PRICE:					\$ 2,884,700.00 A	\$ 3,081,000.00	

Footnotes:

A The apparent low bidder is determined by the total sum of bid items 1-24.

THIS TABULATION REPRESENTS A TRUE AND COMPLETE SUMMARY OF BIDS RECEIVED BY EL DORADO IRRIGATION DISTRICT

PROJECT NO. 22030.01; CONTRACT NO. E24-03

PREPARED BY: Donna Hampton
District Contract Management

SUBMITTED BY:



Liz Carrington, P.E., Senior Civil Engineer

K. W. Emerson, Inc.
San Andreas, CA

Syblon Reid
Folsom, CA



Our ref: 12557632

March 26, 2024

Liz Carrington
EL Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

RE: Flume 47A – Services During Construction

Dear Ms. Carrington:

GHD, Inc. (GHD) and Blackburn Consulting (Blackburn) are pleased to submit this proposal for Services During Construction of Flume 47A.

1. Background

GHD designed Flume 47A, located in El Dorado County, California on the south side of U.S. Highway 50 east of the town of Pollock Pines. Flume 47A is part of the El Dorado Irrigation District's (District's) El Dorado Federal Energy Regulatory Commission (FERC) Project No. 184-CA (El Dorado Project). The District is currently working with Contractors to obtain competitive pricing for the project which is anticipated to be funded for construction beginning in May of 2024. GHD is providing this proposal at the request of the District to provide services during construction to include items discussed in the following Scope of Work.

2. Scope of Work

GHD and Blackburn will provide the services noted below for this project. Specifics of Blackburn's scope are provided in the attached proposal.

Task 1 – Project Management

1. Contract Administration/Bid Support (GHD): Contract administration/bid support will involve routine communication with the District's Project Manager to discuss overall project issues, help resolve conflicts or discrepancies, provide design intent interpretations and assist in resolution of certain potential field-related construction issues.
2. Construction Meetings (GHD and Blackburn): The Project Manager and up to two others (Design Engineer and/or Geotechnical Engineer) will attend the pre-construction meeting (1) and weekly coordination meetings (40, by teleconference) with the Contractor and District. It is assumed the pre-construction meeting will be held at the Site and attended in person by GHD and the Geotechnical Engineer.

Task 2 – Services during Construction (GHD)

1. Contract Clarifications: Assist the District with review of the Contractor's construction plans for conformance with the design. Request modifications, where required. Two (2) clarifications are assumed for this scope.
2. Shop Drawings and Submittals: Review shop drawings and submittals for conformance with design intent and Contract Documents. Request modifications, where required. Submittals will be stored and tracked using a software database hosted by the District. A total of 50 submittals are assumed for this scope.
3. Requests for Information (RFI): Respond to Contractor's written requests for clarification in a written format. RFI's will also be stored and tracked using a software database hosted by the District. A total of 12 RFI's are assumed for this scope.
4. Change Review: Technical review of change proposals. Provide written comments and recommendations to the District. Four (4) changes are assumed for this scope.

Task 3 – Materials Testing Coordination and Results (GHD and Blackburn)

- Where requested, assist in coordination among the Contractor, District Project Manager, Engineer of Record, and specialty testing personnel. Review and analyze the results of field and materials testing results. The field testing requirements will be coordinated by the District with the Contractor.

Task 4 – Final Construction Report (GHD and Blackburn)

- Develop Final Construction Report within 45 days of completion of construction, notarized in accordance with 18CFR Part 12, Paragraph 12.13 and submitted to the FERC. The report will include the following:
 - A certification by the Design Engineer (GHD) that the project was constructed in accordance with the design intent
 - A certification by the Quality Control Manager (District) that the results of the inspection and testing program results in a conclusion that the project was constructed in accordance with the plans and specifications
 - A certification from the Licensee (District) that the construction fulfills the design intent and was constructed in accordance with the plans and specifications reviewed by FERC.

3. Schedule

The activities presented in this proposal are anticipated to occur during calendar year 2024. It is anticipated for standard requests such as submittal reviews of shop drawings, RFIs, etc, GHD will provide a review in three (3) to five (5) business days. For more detailed engineering requests, GHD will review the request and provide a mutually agreed delivery date dependent on complexity of the task. If construction goes beyond calendar year 2024, GHD will provide the District with a contract amendment based on the new project completion date and an appropriate rate escalation factor for consideration. Tasks will only be completed as necessary and approved by the District.

4. Fee Estimate

The fee estimate for the above scope of work with details of the estimated hours and expenses provided is attached. Work will be completed on a time-and-materials basis in accordance with the attached 2024 Hourly Fee Schedule. Where work will progress into the following calendar year, GHD will provide the District an

updated Hourly Fee Schedule. If additional services are requested by the District, this fee estimate may be revised to reflect the scope.

5. Closing

GHD appreciates the opportunity to be a member of the District's Team for design and construction of Flume 47A. If this proposal is acceptable, please issue a purchase order in the amount of \$213,426. Please contact Casey Raines with questions.

Regards,



Casey Raines
Water Conveyance, Business Group Leader

(949) 585-5212
Casey.Raines@ghd.com



Flume 47A - Services during Construction
12557632

Description	PIC	PM	Civil Engineer	Structural Engineer	Staff Engineer	Admin	Total Hours	Labor Total	Blackburn Consulting	Subs Markup	Total Subcontractors	Disbursement	Total Disbursements	Estimated Project Total
	\$370	\$370	\$400	\$280	\$250	\$115								
Task1	4	56	0	48	0	20	128	\$37,940	\$14,688	\$734	\$15,422	\$2,000	\$2,000	\$55,362
Subtask 1.1 Contract Administration/Bid Support	4	8	0	0	0	20	32	\$6,740	\$14,688	\$734	\$15,422	\$0	\$0	\$22,162
Subtask 1.2 Construction Meetings	0	48	0	48	0	0	96	\$31,200	\$0	\$0	\$0	\$2,000	\$2,000	\$33,200
Task2	2	18	96	68	32	0	216	\$72,840	\$10,881	\$544	\$11,425	\$0	\$0	\$84,265
Subtask 2.1 Contract Clarifications	0	0	2	0	6	0	8	\$2,300	\$0	\$0	\$0	\$0	\$0	\$2,300
Subtask 2.2 Shop Drawings and Submittals	0	8	72	56	12	0	148	\$50,440	\$10,881	\$544	\$11,425	\$0	\$0	\$61,865
Subtask 2.3 Requests for Information	0	2	16	12	8	0	38	\$12,500	\$0	\$0	\$0	\$0	\$0	\$12,500
Subtask 2.4 Change Review	2	8	6	0	6	0	22	\$7,600	\$0	\$0	\$0	\$0	\$0	\$7,600
Task3	0	8	0	24	24	0	56	\$15,680	\$35,616	\$1,781	\$37,397	\$0	\$0	\$53,077
Subtask 3.1 Materials Testing Coordination and Results	0	8	0	24	24	0	56	\$15,680	\$35,616	\$1,781	\$37,397	\$0	\$0	\$53,077
Task4	2	4	8	8	32	6	60	\$16,350	\$4,164	\$208	\$4,372	\$0	\$0	\$20,722
Subtask 4.1 Construction Report	2	4	8	8	32	6	60	\$16,350	\$4,164	\$208	\$4,372	\$0	\$0	\$20,722
Total Labor Hours	8	86	104	148	88	26								
Estimated Project Total	\$2,960	\$31,820	\$41,600	\$41,440	\$22,000	\$2,990	460	\$142,810	\$65,349	\$3,267	\$68,616	\$2,000	\$2,000	\$213,426

West Sacramento Office:
2491 Boatman Avenue
West Sacramento, CA 95691
(916) 375-8706



Auburn (530) 887-1494
Fresno (559) 438-8411

File No. 4635.P
March 15, 2024

Ms. Allie Syiem
GHD, Inc.
320 Goddard Way, Suite 200
Irvine, CA 92618

Subject: PROPOSAL FOR GEOTECHNICAL SERVICES
Flume 47A Replacement Project
El Dorado County, California

At your request, Blackburn Consulting (Blackburn) prepared this proposal to provide geotechnical consulting services during construction of the El Dorado Irrigation District (EID) Flume 47A Replacement Project in El Dorado County California. Our proposal includes Basis of Proposal, Scope of Services, Fee Estimate, and Limitations.

BASIS OF PROPOSAL

We based our scope of services and fee estimate on:

- GHD, Inc., *Flume 47A Replacement 100% Design, Project Number 22030, Revision #1*, dated January 12, 2024.
- GHD, Inc., *Project Manual, Flume 47A Replacement Project, Project Number 22030*, dated February, 2024.
- El Dorado Irrigation District Quality Control Inspection Program (QCIP for Flume 47A Abutment Improvement Project (August 2022)).
- GHD, Inc., *Flume 47A Replacement Geotechnical Investigation, El Dorado Irrigation District, FERC Project No 184*, dated August 26, 2022.
- Conversations with GHD about the project.

SCOPE OF SERVICES

Task 1: Project Management and Coordination

Blackburn will coordinate with EID and GHD project management to schedule site visits and transmit Blackburn's observations and daily reports.

Task 2: Review Plans, Specifications, and Geotechnical Report

Blackburn will review the project plans, specifications, and the information and evaluations presented in the project geotechnical report. This review will allow Blackburn to effectively consult with EID and GHD during construction, review contractor submittals, respond to contractor RFI's, and if necessary, perform additional engineering evaluations.

Task 3: Field Observations and Documentation

Blackburn will visit the site periodically to observe and document exposed conditions. These observations will allow Blackburn to check the actual subsurface conditions to those assumed in the Geotechnical Evaluations, and that the contractors work is being performed in accordance with the project plans, specifications, and geotechnical report. Blackburn assumes the following number and duration of site visits:

- One 8-hour on-site visit per week for 6-weeks
- Three additional 8-hour on-site visits

We will document our observations in a daily field report for each site visit.

Task 4: Review Contractor Submittals, RFI's and As-Needed Consultation

Blackburn will:

- Review and provide comment on contractor submittals and RFI's (assume 3 submittals and 4 RFI's).
- Review results of field daily reports and moisture content and dry density and laboratory compaction tests performed by others.
- Provide supplemental consultation and engineering evaluations based on actual subsurface conditions (if needed).
- Prepare supplemental geotechnical recommendations for the project based on actual subsurface conditions (if needed).

Task 5: Meetings

Blackburn will:

- Attend one 1-hour long on-site pre-bid meeting
- Attend 20 1-hour long virtual meetings

Task 6: Construction Summary Report

Blackburn will prepare a report summarizing the results of our observations and review of the geotechnical field and laboratory testing during construction performed by others. Our report will discuss observed subsurface conditions exposed, geotechnical aspects of the construction, deviations from the approved plans and specifications, and supplemental consultation or evaluations (if any). Blackburn will also assist GHD with preparation of the Geotechnical Engineering content of the final construction report for the project.

FEE ESTIMATE

We estimate our fee will be \$65,349 to provide the services described above. Services will be billed on a time and expense basis in accordance with our attached schedule of fees negotiated previously with EID. We attach our fee itemization. Blackburn's estimate is based on the information provided by GHD, the referenced project documents, and our experience with similar projects. Unknown factors such as potential changes to the plans and specifications, construction schedule, time on site, number of site visits, actual subsurface conditions etc. may change our fee. We will notify you of any changes to the scope and request written authorization if additional services are requested. We will request a contract amendment for additional funds to complete any additional services.

LIMITATIONS

Blackburn will provide geotechnical consultation and perform limited field observations. Blackburn's services will be partially based on information and test results performed by others. Blackburn is not responsible for the accuracy of the information and test results performed by others.

Thank you for including Blackburn Consulting on your project team. We look forward to working with you. Please let us know if you have questions or need more information.

Sincerely,

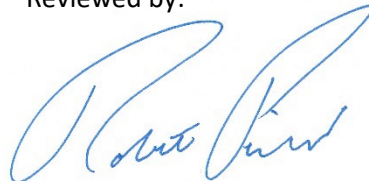
BLACKBURN CONSULTING



Haze M. Rodgers, PE, GE
Director of Geotechnical Engineering

Attached: Fee Estimate Itemization
2024 Fee Schedule

Reviewed by:



Rob Pickard, CEG
Senior Project Manager

West Sacramento Office:
 2491 Boatman Avenue
 West Sacramento, CA 95691
 (916) 375-8706



Auburn Office:
 (530) 887-1494
Fresno Office:
 (559) 438-8411

FEE ITEMIZATION FOR CONSTRUCTION SUPPORT
Flume 47A Replacement Project
 El Dorado County , CA

March 15, 2024

File No. 4635.P

TASK	ITEM	QUANTITY	RATE	UNIT	MULT.	ITEM COST	TASK SUBTOTAL
Task 1: Project Management and Coordination							
	Principal	4	\$306	hour	1	\$1,224	
	Sr. Project Manager	8	\$267	hour	1	\$2,136	
	Sr. Administrative	2	\$183	hour	1	\$366	
						Task 1	\$3,726
Task 2: Review Plans, Specifications, and Geotechnical Report							
	Principal	4	\$306	hour	1	\$1,224	
	Sr. Project Manager	6	\$267	hour	1	\$1,602	
						Task 2	\$2,826
Task 3: Field Observations and Documentation							
Excavation (6 weeks)	Principal	6	\$306	hour	1	\$1,836	
	Sr. Project Manager	72	\$267	hour	1	\$19,224	
	Mileage	800	\$1.00	mile	1	\$800	
							\$21,860
As-needed (3 days)	Principal	3	\$306	hour	1	\$918	
	Sr. Project Manager	36	\$267	hour	1	\$9,612	
	Mileage	400	\$1.00	mile	1	\$400	
							\$10,930
						Task 3	\$32,790
Task 4: Review Contractor Submittals/RFI's, Test Results by Others, and As-Needed Consultation							
	Principal	12	\$306	hour	1	\$3,672	
	Sr. Project Manager	27	\$267	hour	1	\$7,209	
						Task 4	\$10,881
Task 5: Meetings (20 1-hr Virtual, 1 on-site Prebid)							
	Principal	14	\$306	hour	1	\$4,284	
	Sr. Project Manager	24	\$267	hour	1	\$6,408	
	Mileage	270	\$1.00	mile	1	\$270	
						Task 5	\$10,962
Task 6: Construction Summary Report							
	Principal	4	\$306	hour	1	\$1,224	
	Sr. Project Manager	10	\$267	hour	1	\$2,670	
	Project Assistant	2	\$135	hour	1	\$270	
						Task 6	\$4,164
						Total Estimated Fee	\$65,349

Auburn Main Office:
 11521 Blocker Drive, Suite 110
 Auburn, CA 95603
 (530) 887-1494, Fax (530) 887-1495

Fresno Office:
 4186 W. Swift Avenue, Suite 107
 Fresno, CA 93722
 (559) 438-8411, Alt. (559) 276-4246

West Sacramento Office:
 2491 Boatman Avenue
 West Sacramento, CA 95691
 (916) 375-8706, Fax (916) 375-8709



2024 SCHEDULE OF FEES & SERVICES

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics ▪ Laboratory

PROFESSIONAL HOURLY RATES:

Project Engineer / Geologist I	\$195	CAD/GIS	\$190
Project Engineer / Geologist II	\$210	Lab Aide	\$130
Senior Engineer / Geologist	\$230	Lab Manager	\$195
Project Manager	\$255	Field Services Manager	\$220
Construction Manager	\$260	Clerical	\$115
Senior Project Manager	\$285	Project Assistant	\$145
Principal / Senior Consultant	\$330	Administrative	\$175
Senior Principal	\$375	Senior Administrative	\$195

SPECIAL INSPECTION PERSONNEL HOURLY RATES:

	Non-Prevailing Wage	Prevailing Wage
Group 1 <i>ASNT Level II-III, DSA Shotcrete, Lead Inspector, NICET Level IV</i>	\$170	\$225
Group 2 <i>AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Building/Construction Inspector, Shear Wall/Floor System Inspector</i>	\$170	\$220
Group 3 <i>Soils/Asphalt, Earthwork Grading, Excavation and Backfill, NICET Level II</i>	\$150	\$205

MINIMUM BASIC CHARGES:

Outside Equipment & Services	Cost plus 20%
Vehicle Charge	\$8.00 per hour or \$1.00 per mile
Per Diem	Location specific, minimum \$185 per night
Technician Services	Charge includes time from office and return to office, minimum charge - 4 hours
Overtime	Over 8 hours: 1.5 x Hourly Rate Before 7:00am or after 4:00pm: 1.5 x Hourly Rate Rush Charge (less than 24 hours notice): 1.5 x Hourly Rate Saturday: 1.5 x Hourly Rate (minimum: 4 hr. increments) Sunday & Holiday: 2.0 x Hourly Rate (minimum: 4 hr increments)

EQUIPMENT: (personnel not included)

Hand Sampling Equipment	\$348 / Day	Double Ring Infiltrometer Equipment	\$386 / Day
Nuclear Moisture/Density Testing	\$23 / Test	Level Survey Equipment	\$330 / Day
6" Sand Cone Testing	\$60 / Test	Pachometer	\$168 / Day
12" Sand Cone Testing	\$242 / Test	Rock Point Load Test Equipment	\$168 / Day
Coring Bit Charge	\$60 / Core	Roto Hammer	\$163 / Day
Coring Machine	\$336 / Day	Schmidt Hammer	\$138 / Day
Dynamic Cone Penetrometer	\$348 / Day	Torque Wrench	\$94 / Day
Electrical Resistivity Equipment	\$318 / Day	Seismic Refraction: 12 / 24 Channel	\$597 / Day
Generator	\$94 / Day	MASW Survey Equipment	\$597 / Day
Groundwater Level Indicator	\$88 / Day	Traffic Control/Safety	\$386 / Day
Inclinometer Survey Equipment	\$809 / Day	Concrete Vapor Emission Test Kit	\$50 / Ea
pH Test Strip Package	\$74 / Ea	Pull Testing Equipment	\$212 / Day
PID (MiniRAE)	\$100 / Day or \$300 / Week		

12/7/2023

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www.blackburnconsulting.com

2024 LABORATORY FEE SCHEDULE

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics ▪ Laboratory

Page 1 of 2

SOIL CLASSIFICATION		
#200 Sieve Wash	ASTM D1140	\$156
Sieve Analysis to #200	ASTM D6913, CAL 202	\$240
Standard Hydrometer with Sieve Analysis	ASTM D422	\$472
Plasticity Index	ASTM D4318	\$343
Specific Gravity - Soils	AASHTO T100	\$149
Organic Matter	ASTM D2974	\$31
MOISTURE / DENSITY		
Moisture Content	ASTM D2216, CT 226, AASHTO T329	\$56
Moisture/Density		\$106
SOIL COMPACTION		
Standard Proctor (4" or 6" mold)	ASTM D698	\$430
Modified Proctor (4" or 6" mold)	ASTM D1557	\$430
California Impact	CAL 216	\$430
Check Point (Standard or Modified)		\$199
VOLUME CHANGE		
One-Dimensional Consolidation	ASTM D2435	\$679
<i>(6 load increments, includes 2 time rate curves and 2 rebound decrements)</i>		
Additional Load or Rebound Decrement (each)		\$47
Additional Time Rate Curves (each)		\$147
Expansion Index	ASTM D4829	\$412
One-Dimensional Settlement Swell	ASTM D4546	\$304
STRENGTH		
Unconfined Compression	ASTM D2166	\$199
Compression, Rock <i>Prep & Photos included</i>	ASTM D7012	\$231
Rock Point Load	ASTM D5731	\$94
California Bearing Ratio (CBR), with curve	ASTM D1883	\$1,057
California Bearing Ratio (CBR), without curve	ASTM D1883	\$634
Resistance Value	CAL 301	\$467
Direct Shear: (per point)		
Undisturbed	ASTM D3080	\$267
Remolded	ASTM D3080	\$343
Triaxial Compression: (per point) Photos of failure upon request		
Undrained, Unconsolidated w/out Pore Pressure	ASTM D2850	\$242
Consolidated, Undrained w/ Pore Pressure Measurements	ASTM D4767	\$703
Consolidated, Drained		\$1,006
Consolidated, Undrained, no Pore Pressure Measurements		\$398
Specimen Remolding		\$156

* Client requests for rush testing require pre-approval and 20% surcharge.

CORROSIVITY ANALYSIS

Corrosion Analysis Package	CAL 643, 417, 422	\$436
<i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum size is 1,000 grams</i>		
pH	CTM643	\$56
Resistivity	CTM643	\$182

PERMEABILITY

Flex-wall Permeability	ASTM D5084	
<i>Either Constant head or Falling Head / rising Tail Water. Method depends on soil type</i>		\$622
Each Additional Effective Stress		\$156
Specimen Remolding		\$153

TREATED SOIL TESTS

% Lime for Stabilization - per point (%)	ASTM D6276	\$173
pH of Soil	CTM643	\$56
Modified Proctor	ASTM D1557	\$511
Unconfined Compression Test	ASTM D5102	\$286
One Dimensional Swell	ASTM D4546	\$286

AGGREGATES

Bulk Specific Gravity - Course & Fine Aggregate	ASTM C127 & 128, CAL 206, 207	\$149
Coarse Durability	CAL 229	\$254
Fine Durability	CAL 229	\$254
Sand Equivalent	CT 217, ASTM D2419, AASHTO T176	\$178
Cleanness Value	CAL 227	\$240
Moisture Content	CAL 226/370	\$138
Percent of Crushed Particles (per size fraction)	CAL 205, AASHTO T335	\$225
Fine Aggregate Angularity	AASHTO T304, Method A	\$225
Flat and Elongated Particles (per size)	AASHTO D 4791	\$225
Combined Grading 1" through no. 200	CAL 202/AASHTO T27	\$239
Bin Grading (First 2 Bins)	CAL 201/202	\$239
Each Bin Thereafter		\$94
LP-9 (RAP) Burn	LP-9, CT382	\$149
LA Rattler	CAL 211, AASHTO T96	\$464
Soundness of Aggregates by Sodium Sulfate		\$283

ASPHALT

Bulk Specific Gravity - Compacted Hot Mix Asphalt	CAL 308, AASHTO T275	\$74
Theoretical Max Specific Gravity (Rice)	CAL 309, AASHTO T209	\$262
LTMD (Set of 5)	CAL 375	\$516

Binder Content

Ignition Oven Correction Factor	CAL 382, AASHTO T308	\$442
Ignition Oven	CAL 382, AASHTO T308	\$262
Solvent	AASHTO T164	\$330
Stability (Set of 3)	CAL 366	\$460

Void Content

With Stability and Rice	CAL 367	\$50
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SuperPave Vendor Tests**

Hamburg Wheel Track**	AASHTO T324	\$2,200
Tensile Strength Ratio (TSR) Moisture Susceptibility**	AASHTO T283	\$2,200
Superpave Bulk specific gravity (Air Voids)**	AASHTO T312/T275/T269	\$825

CONCRETE & MASONRY

Concrete Compression Test 6" x 12" or 4" x 8"	ASTM C39	\$50
Masonry or Grout Compression		\$72
Compression Test of Cored Concrete Spec. (per core)		\$163
Compression Test of Shotcrete Cores (per core)		\$204

Other Tests Quoted Upon Request

* Client requests for rush testing require pre-approval and 20% surcharge.

** Vendor tests subject to 20% markup



Proposal for
**INSPECTION PROFESSIONAL
SERVICES**

RFQ/RFP 24-02
Project No. 22030.01
Flume 47A
Replacement Project



March 22, 2024



ICM

7040 Settlers Trail
Shingle Springs, CA 95682
(916) 792-9871
www.icmgroupusa.com

March 22, 2024

Ms. Liz Carrington, PE
ContractManagement@eid.org
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

**RE: Proposal for RFQ/RFP 24-02 – Flume 47A Replacement Project No. 22030.01
Inspection Professional Services**

Dear Ms. Carrington,

We are pleased to present this Proposal to provide inspection services for the Flume 47A Replacement Project. This is an important new project for the District that will protect the flume from fire and slope failure. We are experienced with the District's flume system from our inspection work at Flumes 5, 6, 7, 8, and 10.

For your Project, we propose Keith DeLapp as your inspector. He is experienced with reinforced concrete structures and retaining structures, including mechanically stabilized earth walls and slope stabilization. Kieth's backup inspector will be Augustine Inferrera.

ICM's registration number for the Department of Industrial Relations is 1000036717. We acknowledge Addendum 1 (March 1st, 2024). ICM's Cost of Services is attached in Exhibit A.

We look forward to working with you. If you have any questions, please call me at 916-792-9871 or email me at jinferrera@icmgroupusa.com.

Sincerely,

Inferrera Construction Management Group, Inc.



Jeffrey Inferrera, PE
President



1. Scope of Work

Project Summary

Inferrera Construction Management Group, Inc. (ICM) has reviewed the project information for Flume 47A Project. This Project is similar in several respects to the other District flume projects that we inspected, that is, Flumes 5, 6, 7, 8, and 10 Canal Repair Projects. We understand Flume 47A is approximately 200 feet in length and was last replaced in the early 1990's. This particular section of flume is elevated on top of a 15-foot tall wooden substructure that is susceptible to wildfire and is need of replacement. The Project will replace the wooden substructure with a reinforced concrete substructure that is not susceptible to fire damage. Additional improvements will include roadwork and slope stabilization. Slope stabilization of uphill slopes will include mechanically stabilized earth (MSE) walls.

We understand that District inspection staff will be the lead inspector for this project and that they will work regular hours during the normal work week. ICM will be responsible for supplemental inspection of the project including second shift, and Saturday work. ICM will also assist in coordination between the contractor, project manager, and engineer of record. We understand that the project is scheduled to start in September 2024 and will be a three-month project ending by December 15, 2024.



We understand that the inspection duties fall under California Prevailing Wage requirements and our staff will be compensated in strict compliance with state requirements. ICM's registration number for the Department of Industrial Relations is 1000036717.

Scope of Work

We understand and are experienced with the inspection services required for this Project as described in the General Scope of Services in Exhibit A of the Request for Proposal. We take no exceptions to the Scope of Services presented in Exhibit A; it appears to be complete.

Exclusions

Exclusions to our Scope of Services are as follows:

1. We exclude material testing and special inspection services that require a subconsultant such as, but not limited to, concrete sampling and laboratory testing, soil compaction testing, and certified welding inspection.
2. We exclude environmental surveys.
3. We exclude ADA compliance certification or warranty.



El Dorado Irrigation District
Proposal for Flume 47A Replacement Project

4. We exclude SWPPP plan development, SWPPP certification and SWPPP uploading to State web site. SWPPP monitoring to be performed by District consultant.
5. We exclude surveying by a CA licensed Land Surveyor to be done by the contractor.
6. We exclude construction staking.
7. We exclude engineering support services such as technical review of submittals and RFIs.
8. ICM is not responsible for Contractor's safety or safety program.
9. ICM is not responsible for Contractor's schedule.



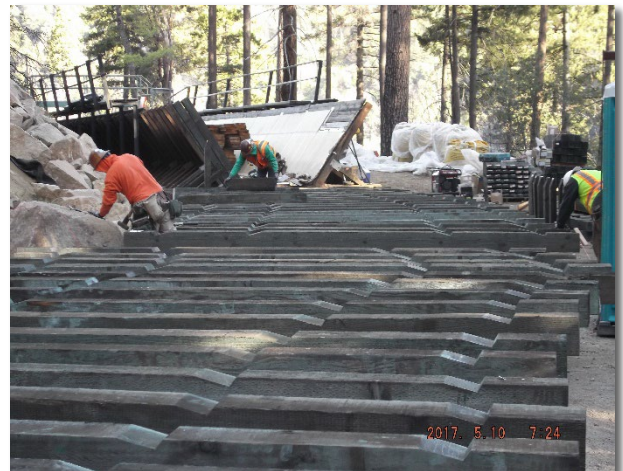
District's Flumes 5,6,7,8, & 10



District's Flumes 5,6,7,8, & 10



District's Flumes 5,6,7,8, & 10



District's Flumes 5,6,7,8, & 10



2. Relevant Experience and Expertise

Inferrera Construction Management Group, Inc. (ICM) has been providing inspection services for local agencies, districts, cities and counties since 2005. El Dorado Irrigation District is one of our best clients. Our inspectors have worked on EID's flume projects (Flumes 5, 6, 7, 8, and 10) as well as pipeline projects, pump stations, and treatment plant projects. Our clients include those with systems in the foothills and mountains and rocky areas. A list of our clients is presented below:

ICM <i>Client List and Their Facilities</i>	Size (x1,000 Customers)	Wastewater Treatment Plants	Water Treatment Plants	Sewer Lift Station	Water Pump Station	Water Storage Tanks	Sewer Pipelines	Water Pipelines	Water Services	Developer Projects	Reservoirs and Canals	Number of ICM Projects
El Dorado Irrigation District	125	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	31
City of Manteca	72	♦		♦	♦	♦	♦	♦	♦	♦		20
City of Folsom	73		♦	♦	♦	♦	♦	♦	♦	♦		7
Citrus Heights Water District	67		♦	♦	♦	♦	♦	♦	♦	♦		8
Calaveras County Water District	17			♦	♦	♦	♦	♦	♦	♦	♦	5
Town of Discovery Bay	13	♦		♦	♦	♦	♦	♦	♦	♦		1
City of Davis	66	♦		♦	♦	♦	♦	♦	♦	♦		1
Sacramento Suburban Water District	173							♦	♦	♦		2
Nevada County	<98	♦		♦			♦			♦		1
San Juan Water District	160		♦		♦			♦	♦	♦	♦	8
Groveland Community Services District	5	♦		♦		♦	♦	♦	♦			2
Contra Costa Water District	500		♦		♦			♦	♦		♦	5
Delta Diablo Sanitation District	200	♦		♦			♦					2
Stanislaus Regional Water Authority	100				♦							2
Golden State Water Company	255		♦		♦			♦	♦	♦	♦	6

Project Organization

Project organization will consist of our inspector being an extension of District staff. The District's project manager and lead inspector will be the primary contacts for ICM. We will maintain good communication with the District inspector so that we are onsite when needed and that there is seamless coordination between inspectors. Quality control is described in Section 4.



Below are three representative ICM projects:

Project: Flumes 5, 6, 7, 8, and 10 Canal Repair Projects

Date: 2017

Construction Value: \$19 Million

Description: The project consisted of the emergency repairs of Flumes 5, 6, 7, 8, and 10 including removing excess soil, boulders, and flume pieces, rebuilding foundations and drainage systems, building forms, pouring footings and reconstructing the damaged flumes.



Project: Fair Oaks 40” Pipeline – ARC Crossing Replacement

Date: 2014

Construction Value: \$700,000

Description: The FO 40” ARC Crossing Replacement Project consisted of the removal of an existing severely damaged steel pipe that crossed an environmentally sensitive canyon and stream. Temporary bypass piping was installed, and construction of a new pipe crossing was carried out. Micro-piles were drilled to serve as foundations for concrete anchor blocks on either side of the crossing. 36” inner diameter pipe was coated and installed over the canyon. The installation of this pipe

presented many challenges as access to the site was limited and there were many environmental considerations. This project had a large SWPPP component.

Project: Caples Lake Spillway Stabilization

Date: 2020

Construction Value: \$550,000

Description: The Project consisted of stabilization of the Caples Lake spillway channel and embankment with planting of native plants and installation of mostly native materials such as logs and cobbles. Construction was limited to primarily hand tools and helicopter for transportation of heavy materials.





Other projects of interest include the following:



ICM inspected the Soil Stabilization Project at Red Hawk Casino (Placerville, CA)



ICM provided inspection of the SRWA raw water pump station that included soil freezing to a depth of 75 feet.



ICM provided inspection for the SJWD 72" pipeline installed in granite rock conditions. Blasting was used to excavate the trench.



ICM inspected the CCWD Bear Creek Pipeline in very difficult mountainous terrain with high groundwater and numerous stream crossings.



3. Project Team

ICM proposes Keith DeLapp for the Flume 47A Replacement Project. Augustine Inferrera will be his backup inspector. Their resumes are attached to this proposal and a brief description of their experience is presented below:



Keith De Lapp – Construction Inspector

Mr. De Lapp has over 30 years of experience working on public works projects. His experience includes reinforced concrete structures and slope stabilization. His slope stabilization experience includes retaining walls, mechanically stabilized earth walls, and soil nails. As part of his continued work in the water and wastewater field he is also experienced at inspecting pipelines, trenching, treatment plants, pump stations, and roadways. His inspector duties include verifying work is installed per plans, specifications and codes, documenting work with photographs and daily reports, completing as-built drawings, and coordinating with the design engineer, agencies, and public.



Augustine Inferrera, PE – Backup Construction Inspector

Mr. Inferrera specializes in water and wastewater inspection. Augustine is experienced with site civil work including grading, backfill and compaction as well as underground and aboveground pipelines, electrical, paving, and reinforced concrete structures. He is detail oriented and proficient with reading plans and specifications.



*Blasted Piece of Granite Rock for the SJWD
72" Pipeline Trench*



In addition, ICM has one of the largest groups of water and wastewater construction managers and inspectors in northern California. If the need arises, we have additional resources that are available to assist with the Project as follows:

	RE	Pipelines	Civil	Electrical	Mechanical	Structural
Ricardo Bedoy	X					
Keith DeLapp	X	X	X	X	X	X
Matt Livingston		X	X	X	X	X
Augustine Inferrera		X	X	X	X	X
Spencer Roundtree		X	X	X	X	X
Tom Gomes		X	X			
Scott Ahlstrom		X	X			
Gary Fish		X	X		X	X
Rory O'Brien		X	X			
Mike Piercey		X	X			
Rich VanDusen		X	X			



Rock Excavation for the District's Flumes 5,6,7,8 & 10 Project.



4. Quality Assurance and Control; Conflicts

ICM's Quality Assurance and Control Program

ICM's Quality Control Program includes the use of standardized inspection procedures. Our Inspection Procedures Manual provides clear, concise methods for the types of inspection related to water and wastewater construction. We use standardized report formats and standardized photographic procedures. Our inspectors carry a complement of standard inspection tools. ICM's Quality Assurance Program provides for periodic review of staff work products by ICM management at no extra cost to the District.

Conflicts and Managing Resources

At ICM, your needs come first. We will provide Keith DeLapp as inspector for your project when you need him and for the length of time he is needed.

ICM inspectors are dedicated to their projects. When our inspector starts a project, he finishes the project. For vacation and medical days off, ICM provides a backup inspector. The backup inspector will overlap with the regular project inspector, but the overlap time is not charged to the District. We understand no personnel substitutions are allowed unless the District approves.

Conflicts – ICM is not aware of any current or foreseeable actual or potential professional conflicts that could hinder our proposed services.





5. Client References

ICM provided similar services, such as reinforced concrete structures, slope stability, and/or retaining walls, for the following clients. The District may interview these references.

El Dorado Irrigation District

Mr. Skip Haskell
Office: 530-642-4120
shaskell@eid.org

City of Ceres

Mr. Sam Royal
Office: 209-538-5617
Samir.Royal@ci.ceres.ca.us

City of Folsom

Mr. Vaughn Fleischbein
Office: 916-461-6165
vfleischbein@folsom.ca.us

6. Contract and Insurance Requirements

ICM is willing and has the ability to comply with the requirements of the Example Agreement and insurance requirements presented in Appendix C of Exhibit B in the Request for Proposal.

7. Addenda

ICM acknowledges the receipt of Addendum 1 received on March 1st, 2024.

Exhibit A
Cost of Services



Inferrera Construction Management Group, Inc.
Budget Table for the
El Dorado Irrigation District's
Flume 47A Replacement Project

<u>Inspector Work Shift</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Day Shift	80	\$170	\$13,600
Swing Shift	480	\$190	\$91,200
Saturday	144	\$225	\$32,400
Budget Total			\$137,200

**Inferrera Construction Management Group, Inc.
Fee Schedule for the
El Dorado Irrigation District's
Flume 47A Replacement Project**

Labor Hourly Rates by Position

Construction Inspector (Day Shift)	\$170
Construction Inspector (Swing Shift, start after 1:59 p.m.)	\$190
Construction Inspector (Saturday, first 8 hours at 1.5x)	\$225
Construction Inspector (Saturday Swing Shift, start after 1:59 p.m)	\$245
Construction Inspector (Saturday, over 8 hours at 2x and Sunday/ Holidays)	\$280

Expense Rates

Vehicle, monthly	N/A
Field Computer, monthly	N/A
Field Phone, monthly	N/A
Other ODCs billed separately	

Administrative Fees

Expenses	0%
Subconsultants	5%

Notes:

1. Minimum 4-hour onsite charge per site or off-site visits. Eight hour minimum charge after 6 hours.
2. Overtime will be charged 1.5 times the hourly rate for time worked over eight hours a day and Saturdays. Sundays, Holidays, and time worked over twelve hours a day are charged at 2 times the hourly rate.
3. Second shift work performed between 2 p.m. and 4 a.m. will be charged an additional \$20 per hour.
4. This Rate Schedule is valid until December 31, 2024, after which rates subject to 5% adjustment.

Attachment A

Résumés





Mr. De Lapp has more than 30 years of experience in construction and engineering with emphasis in field engineering, construction observation, and design. His experience includes pipelines, pumps stations, treatment plants and earth retaining structures.

Qualifications

Education:

B.S., Architectural Engineering, California Polytechnic State University, San Luis Obispo, 1988

Saratoga Estates Village 1B – El Dorado Irrigation District, CA

Inspector for the District’s Saratoga Estates Village 1B. Inspection included water and sewer lines, including C900, DIP, and SDR pipe from 4 inches to 12 inches.

Ceres River Bluff Pipeline and Pump Station Project – Ceres, CA

Inspector for the construction of local facilities to serve as the SRWA finished water terminal system and be integrated into the Ceres water distribution system. Components included 3 million gallon DN tanks, 10 mgd booster pump station, electrical building, about 4,000ft of 18” potable water main, 500ft of 18” to 30” onsite piping, I&Cs, valves, blow offs, and other ancillary equipment, and site civil improvements.

East Bay Municipal Utility District, San Pablo Dam Seismic Retrofit - Oakland, California

Technical Lead. Provided engineering support during construction of seismic retrofit of the 1920 hydraulic fill San Pablo Dam. Improvements involved a combination of in-situ improvement of the alluvial foundation materials by cement deep soil mixing (CDSM) and construction of a new enlarged downstream buttress.

SR 238/BARTD Dublin/Pleasanton Extension for Caltrans/SFBA Rapid Transit District, Hayward, CA.

– Project engineer responsible for retaining wall design including layout, type selection, and extensive stability analyses. Prepared plans, specifications, quantities and estimate for a 40’ by 1000’ long mechanically stabilized embankment, which included a complete system design requiring an extensive internal and external stability analysis.

Albertson’s Shopping Center, Vacaville, CA. – Project Engineer responsible for preparation of engineering assessment report addressing the stability of a repaired and reconstructed 25-foot-tall by 300-foot-long gravity retaining wall which had previously failed.

Oak Avenue PWWF Relief Project – City of Folsom, CA

Inspector for the City of Folsom Oak Avenue PWWF Relief Project which consisted of the construction of 1500 feet of 12-inch ductile iron pipe force main along Oak Avenue. This new pipeline was a permanent bypass for the existing 18-inch force main. The project also consisted of the installation of new air release valves (5 each) and 18-inch plug valves (8 each) along the existing 18-inch force main, and re-coating of the existing wet well at the Oak Avenue Lift Station.

South 50 Force Main – City of Folsom, CA

Inspector for the City of Folsom South 50 Force Main Project which consisted of the construction of 2,000 linear feet of 12-inch C900 water force main. Jack and bore was used to drill under Highway 50.

PG&E Lake Valley Pipeline Replacement–Nevada County, CA

Led the effort for this Engineer-Procure-Construct (EPC) project requiring the replacement of 1,150-feet of 15-inch diameter straight seam welded steel pipe on a 30-degree slope supported by concrete anchor blocks rock-bolted to available underlying rock. In addition to design, responsibilities included construction observation.

Pump Station Rehabilitation Project – Antioch, CA

Construction manager and inspector for Delta Diablo Sanitation District’s project to rehabilitate five pump stations. Work included all trades including site civil work to protect facilities from floods, concrete rehabilitation, new piping, new pumps, new electrical and I&C, HVAC, building construction.

Lighthouse Marina Pump Station–Sacramento County, CA

An underground open system concrete storm drain pump station featuring two 250 and two 350-horsepower pumps and gravity out-fall. Field engineer responsible for installation of subsurface drainage system developed to mitigate settlement of adjacent structures caused by construction dewatering.

Lakeside Pump Station – Sacramento County, CA

An underground closed system concrete storm drain pump station featuring three 125-horsepower pumps. Field engineer responsible for installation of subsurface drainage system developed to mitigate settlement of adjacent structures caused by construction dewatering.

Sump Pump 160 – Sacramento County, CA

An underground closed system concrete storm drain pump station featuring two 400 and two 600-horsepower pumps. Field engineer responsible for installation of subsurface drainage system developed to mitigate settlement of adjacent structures caused by construction dewatering.

Digester Improvements Project – Manteca, CA

Construction manager and inspector for the construction of two digesters and rehabilitation of two digesters. Work included pumps, piping, concrete structures, welding, electrical, I&C.

PG&E Kings River Powerhouse PRV and Controls Rehabilitation–Fresno County, CA

Construction manager for the first ever rehabilitation and maintenance of the pressure reducing valve (PRV) for the 52-MW hydroelectric turbine in operation since 1962. The refurbishment included the following:

- PRV removal and transportation to machine shop
- Complete PRV disassembly and cleaning
- Recordation of all as-found measurements
- Refurbishment of numerous bushings, the plunger seat ring and the dash pot
- Replacement of pilot valve and plunger seats with custom machined parts
- PRV Reassembly and transportation to powerhouse
- PRV Installation and startup and testing

Mr. De Lapp coordinated all material procurement, prepared all RFI’s and submittals, and provided on-site supervisory oversight in the powerhouse and machine shop during critical activities resulting in the successful startup and testing prior to the client’s scheduled return to service date.

Mr. De Lapp personally supervised all precast concrete panel erection activities, including welding.



Mr. Inferrera specializes in water and wastewater inspection and construction management. He has been working for Inferrera Construction Management Group, Inc. since graduating in a civil engineering program in 2019. Augustine is experienced with site civil work including grading, backfill and compaction as well as underground and aboveground pipelines, electrical, paving, and concrete work. He is detail oriented and proficient with reading plans and specifications.

Qualifications

Education:

B.S. Civil Engineering,
University of
California, Los
Angeles, *cum laude*,
2019

Certifications:

10 Hour OSHA Safety
Training, 2020

Confined Space Safety
Training

First Aid Certified
Training

SWPPP Practitioner
Training, pending, 2020

Construction Permit –
LRP Training, State
Water Resources, 2020

Hanks Exchange Road Bridge Replacement - Placerville, CA

Project consisted of the excavation and installation of a 300 feet 10 inch ductile iron water line.

Arden Service Area Pipe Installation Project – Sacramento, CA

Project consisted of the construction of 8 inch and 12 inch water mains as well as fire hydrants, backflow preventers, appurtenances and tie ins, new metered services. Consisted of approximately 3 miles of pipeline. Inspection was performed on the pipe installation, lateral tie ins, bedding and backfill, shoring, and traffic control.

CCCSD Pleasant Hill Main Renovations – Pleasanton, CA

The Project consisted of various methods of replacement & rehabilitation of sanitary sewer collection systems throughout the cities of Lafayette and Moraga. The scope of work involved the installation of approx. 2900 lineal feet of PVC gravity sewer via open-cut excavation, and 3100 lineal feet of fusion-welded HDPE using trenchless pipe-bursting methods. 36 new manholes were constructed, and 28 existing manholes internally rehabilitated with protective coating. The Contract also included the rehabilitation of approximately 5800 lineal feet of existing clay pipe using cured-in-place pipe liner. 150 existing residential sewer laterals were reconnected to new & rehabilitated sewer mainlines during construction.

WWTP Rehabilitation Project – City of Yuba City, CA

The City of Yuba City Wastewater Treatment Facility Improvements project consisted of Digester fixed covers and gas system piping, Bar Screen replacement, structural steel canopy and sludge dewatering screw presses including conveyance system. Major electrical and control improvements included new Motor Control Centers, PLC's, 12KV transformers, electrical ductbanks, and SCADA integration of five process areas, plus modernization of facility network.

Barrett Ranch East Ph 1 Project – Sacramento, CA

This Sacramento Suburban Water District project consisted of 3,400 feet of 8 to 16 inch ductile iron water main line. Construction went down Don Julio Blvd and Antelope Road as well as newly developed areas. The project encountered extensive underground interferences. Inspection was performed on the pipe installation, lateral tie ins, bedding and backfill, shoring, and traffic control.

Pump Station Rehabilitation Project – Antioch, CA

Delta Diablo Sanitation District Pump Station Rehab project consisted of rehabilitation of five pump stations. Work included all trades including site civil work to protect facilities from floods, concrete rehabilitation, new piping, new pumps, new electrical and I&C, HVAC, building construction.

VFWD Storm Water Trash Capture Project – Vallejo, CA

Project consisted of installation of Manufactured Treatment Devices (MTD) at three project locations (Solano Avenue, Sonoma Boulevard and Williams Drive) including traffic control, temporary storm drain diversion, demolition, deep excavation, material testing and disposal, shoring, dewatering, subgrade preparation, reinforced concrete foundations, installation of precast vaults with MTD, new reinforced concrete pipe, couplings, retrofit of existing vault with MTD, cast-in-place structures, storm drain manholes, retaining walls, backfill, grading, restoration, installation of curb and gutter, paving, and fencing.

2024

CAPITAL IMPROVEMENT PLAN Program:

Hydroelectric

Project Number: 22030
Project Name: Flume 47A Replacement
Project Category: Reliability & Service Level Improvements
Priority: 2 **PM:** Carrington **Board Approval:** 10/23/23

Project Description:

Flume 47A is a wood flume with timber supports approximately 201 feet in length and last replaced in 1990. Design is complete and the replacement of this flume section is scheduled to occur during the 2024 scheduled canal outage.

Basis for Priority:

The flumes will continue to deteriorate potentially causing flume failures that would result in significant impacts to the public, Highway 50, and the South Fork of the American River. Additionally, 1/3 of the Districts water supply would be out of service for an extended period to make emergency repairs resulting in interruption of the reliable delivery of water for consumptive use and hydroelectric power generation.

Project Financial Summary:			
Funded to Date:	\$ 100,000	Expenditures through end of year:	\$ 40,924
Spent to Date:	\$ 30,924	2024 - 2028 Planned Expenditures:	\$ 3,200,000
Cash flow through end of year:	\$ 10,000	Total Project Estimate:	\$ 3,240,924
Project Balance	\$ 59,076	Additional Funding Required	\$ 3,140,924

Description of Work	Estimated Annual Expenditures					Total
	2024	2025	2026	2027	2028	
Study/Planning						\$ -
Design						\$ -
Construction	\$ 3,200,000					\$ 3,200,000
						\$ -
TOTAL	\$ 3,200,000	\$ -	\$ -	\$ -	\$ -	\$ 3,200,000

Funding Sources	Percentage	2024	Amount
Water FCCs	53%		\$1,664,690
Water Rates	47%		\$1,476,234
			\$0
Total	100%		\$3,140,924

Funding Comments:



Flume 47A Replacement Project

Construction Contract
and Project Funding

Project No. 22030

May 13, 2024

Previous Board Actions

- June 26, 2021 – Board awarded a design contract to GHD, Inc. for \$368,268 and authorized additional funding of \$110,000 for capitalized labor and \$25,000 for environmental studies, for a total authorized amount of \$503,268
- October 23, 2023 – Board adopted the 2024-2028 Capital Improvement Plan (CIP), subject to available funding

Summary of Issues

- Flume 47A is a component of the District's Project 184 water conveyance system that delivers one third of the District's water supply
- The wooden flume located on a former landslide
- Timbers are undersized, overstressed, and in need of replacement

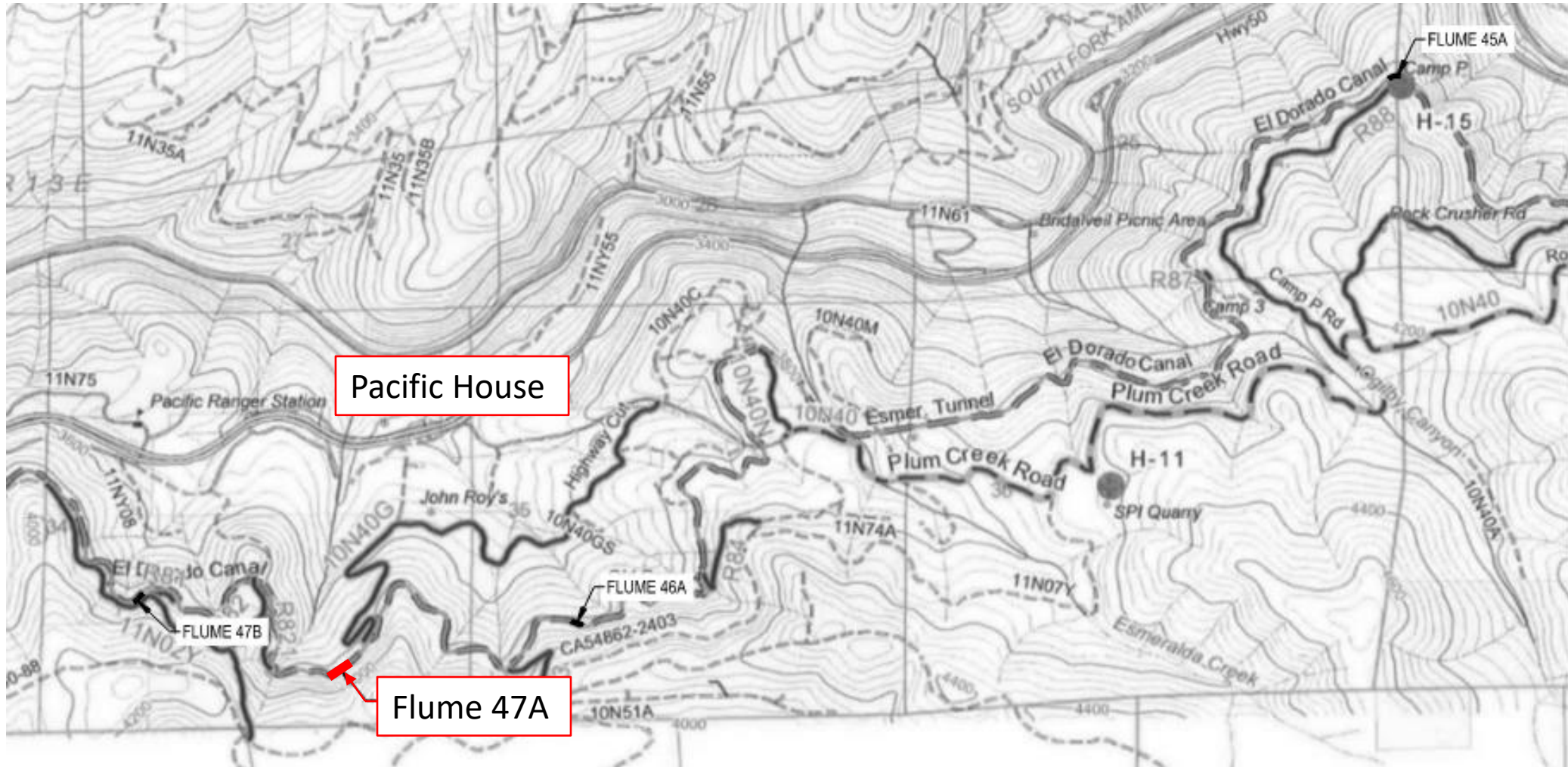


Background

- Flume 47A ranked 8 out of 10 (10 being the worst) in the 2020 Flume Condition Assessment
- Flume 45 Section 3 and Flume 48 ranked 9 out of 10 and require significant construction funds to replace
- Flume 45 Section 3 and Flume 48 design is progressing and construction is deferred in the 5-year Capital Improvement Plan
- Staff is proceeding with Flume 47A construction due to pay-as-you-go funding ability and need for programmatic replacement of Project 184 flumes



Background



Background

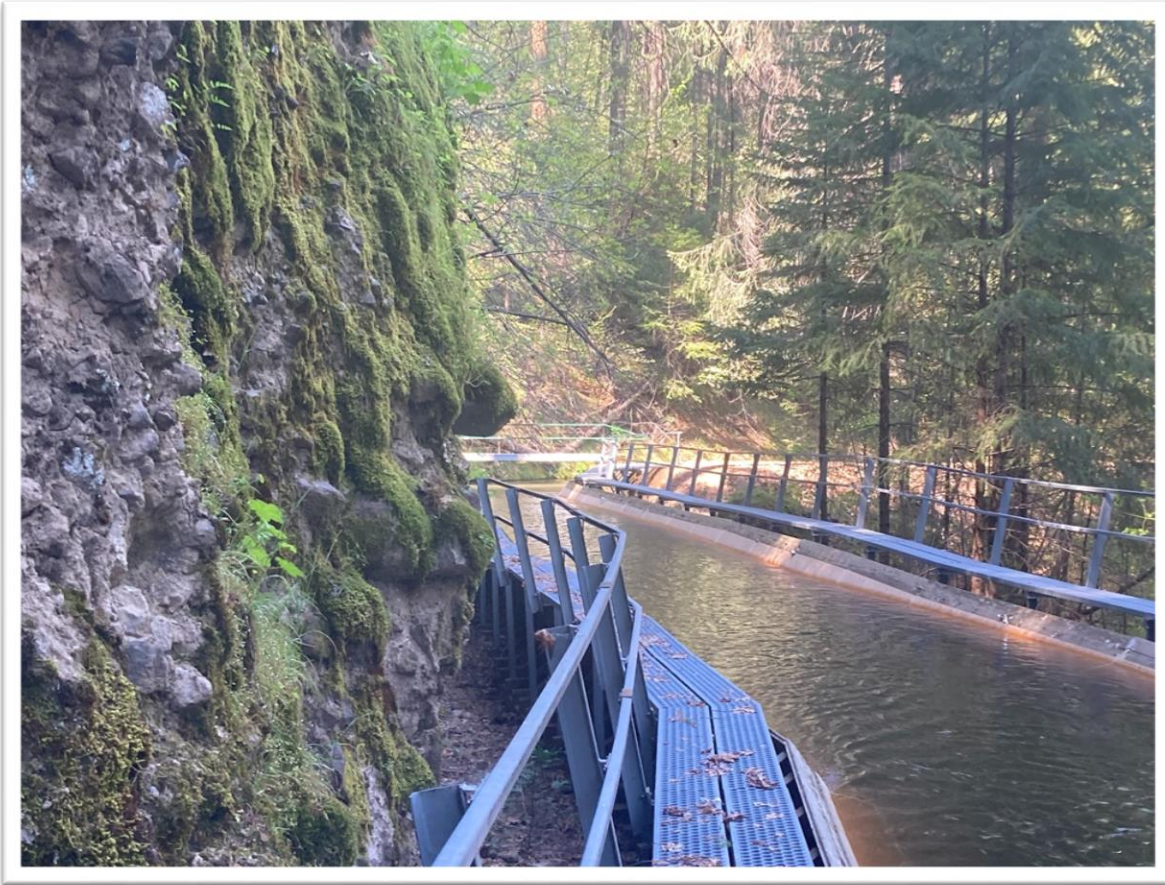
- Flume 47A is 180 feet in length and was last replaced by PG&E in the early 1990s
 - Timber sills subject to moisture and are degrading
 - Timber components are undersized and showing signs of overstress
 - Uphill slope is near vertical and prone to rock and tree fall
 - Access road is unreliable in inclement weather
- The flume has reached its useful life and requires replacement



Background



Background



Scope of Work

- Improve access roads to facilitate construction and long-term canal maintenance
- Stabilize the slope
 - Rock and tree removal
 - Grading
 - Drainage system installation
- Construct a bench in the hillside with a MSE wall and leveling pad for the canal
- Reconstruct Flume 47A as a reinforced concrete rectangular canal



Scope of Work



Construction Bidding

- RFQs released in December 2023 and January 2024
- Bids were due April 23, 2024
- Engineer's estimate is \$2,400,000

Contractor	Bid
K.W. Emerson	\$2,884,700
Syblon Reid	\$3,081,000

- K.W. Emerson provided the lowest responsive and responsible bid, therefore, staff recommends construction contract award to K.W. Emerson



Construction Engineering and Inspection

- Construction Engineering Services
 - GHD, Inc. for \$213,426
- Construction Inspection
 - RFP released in February 2024
 - Proposals were due March 22, 2024

Consultant	Proposed Cost
ICM Group, Inc.	\$137,200
KGS Group International, Inc.	\$147,680
NV5, Inc.	\$158,064



Schedule

- Fall 2024 – Begin roadwork
- October 3, 2024 to December 13, 2024 – Canal work
- December 13, 2024 – Substantial completion and canal in service
- May 30, 2025 – Final completion



Environmental Review

- Staff filed a Notice of Exemption from the California Environmental Quality Act (CEQA)
 - Class 1: Maintenance and repair of existing facilities involving negligible or no expansion of use
 - Class 2: Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced



Funding

Construction – K.W. Emerson	\$2,884,700
Construction engineering services – GHD, Inc.	\$213,426
General inspection – ICM Group, Inc.	\$137,200
Specialty QCIP inspection – Geocon Consultants, Inc.	\$66,115
Environmental services	\$20,000
Capitalized labor	\$205,000
Project contingency	\$352,644
Total funding	\$3,879,085

- 2024-2028 CIP Identified \$3,200,000 in funding for this project
- Funding source is 53% Water FCCs and 47% Water Rates



Board Options

- Option 1:

Award contracts to K.W. Emerson in the not-to-exceed amount of \$2,884,700 for construction, GHD, Inc. in the not-to-exceed amount of \$213,426 for construction engineering services, and ICM Group, Inc. in the not-to-exceed amount of \$137,200 for general inspection services for the Flume 47A Replacement Project; and authorize additional funding of \$66,115 for specialty inspection services, \$20,000 for environmental services, \$205,000 for capitalized labor, and \$352,644 in contingencies for a total funding request of \$3,879,085 for the Flume 47A Replacement Project, Project No. 22030.01.



Board Options

- Option 2:

Take other action as directed by the Board

- Option 3:

Take no action



Recommendation

- Option 1



Questions/Comments

