



AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
EL DORADO IRRIGATION DISTRICT
District Board Room, 2890 Mosquito Road, Placerville, California
Tuesday, May 26, 2015 ~ 9:00 A.M.

Board of Directors

BILL GEORGE
BOARD PRESIDENT
Division III

GEORGE W. OSBORNE
BOARD VICE PRESIDENT
Division I

Greg Prada
Board Director
Division II

Dale Coco, MD
Board Director
Division IV

Alan Day
Board Director
Division V

**General Manager and
Executive Staff**

JIM ABERCROMBIE
GENERAL MANAGER

THOMAS D. CUMPSTON
GENERAL COUNSEL

Jennifer Sullivan, Clerk to the Board

Mary Lynn Carlton
Communications/Community Relations

Jose Perez, Human Resources

Tom McKinney, Operations

Brian Mueller, Engineering

Mark Price, Finance

**Tim Ranstrom, Information
Technology**

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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.

CALL TO ORDER

Roll Call
Pledge of Allegiance
Moment of Silence

ADOPT AGENDA

COMMUNICATIONS

General Manager's Employee Recognition

APPROVE CONSENT CALENDAR

Action on items pulled from the Consent Calendar

PUBLIC COMMENT

COMMUNICATIONS

Board of Directors

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

Clerk to the Board

General Manager

CONSENT CALENDAR

1. Finance (Pasquarello)

Ratification of EID General Warrant Registers for the periods ending May 5 and May 12, 2015, and Board and Employee Expense Reimbursements for these periods.

Option 1: Ratify the EID General Warrant Registers as submitted to comply with Section 24600 of the Water Code of the State of California. Receive and file Board and Employee Expense Reimbursements.

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

Option 3: Take no action.

Recommended Action: Option 1.

2. Clerk to the Board (Sullivan)

Approval of the minutes of the May 11, 2015, 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.

3. Office of the General Counsel (Cumpston)

Ratification of Resolution No. 2015-010, to maintain emergency declaration, and ratification of Stage 4 Drought Emergency for Outingdale.

Option 1: Ratify Resolution No. 2015-010 (*thus maintaining the general drought emergency declaration for purposes of bidding, contracting, and CEQA compliance*), and ratify the Stage 4 Drought Emergency for Outingdale.

Option 2: Decline to ratify Resolution No. 2015-010 (*thus terminating the general drought emergency declaration for purposes of bidding, contracting and CEQA compliance*), but ratify the Stage 4 Drought Emergency for Outingdale.

Option 3: Take no action (*thus terminating the general drought emergency declaration for purposes of bidding, contracting and CEQA compliance*).

Recommended Action: Option 1 (four-fifths vote required for purposes of bidding and contracting).

4. Finance (Griffin)

Consideration to award a uniform and facility services contract to Cintas Corporation through the US Communities Government Purchasing Alliance for a term of three years in the estimated amount of \$60,000 per year.

Option 1: Award a uniform and facility services contract to Cintas Corporation through the US Communities Government Purchasing Alliance for a term of three years in the estimated amount of \$60,000 per year.

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

Option 3: Take no action.

Recommended Action: Option 1.

5. Finance / Operations (Ruiz/Strahan)

Consideration to award a second one-year contract extension for bid P13-01 to Doug Veerkamp General Engineering, Inc. for an estimated \$440,000 to perform as-needed asphalt patch-paving services for a total contract length of three years.

Option 1: Award a second one-year contract extension for bid P13-01 to Doug Veerkamp General Engineering, Inc. for an estimated \$440,000 to perform as-needed asphalt patch-paving services for a total contract length of three years.

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

Option 3: Take no action.

Recommended Action: Option 1.

6. Engineering (Mueller)

Consideration to award contracts for on-call construction inspection services through December 31, 2016.

Option 1: Award contracts for on-call construction inspection services through December 31, 2016, to the firms listed on the Notice of Intent to Award for Inspection Services.

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

Option 3: Take no action.

Recommended Action: Option 1.

END OF CONSENT CALENDAR

DIRECTOR ITEMS

7. Board of Directors (George)

Consideration to adopt a resolution in support of the nomination of Director Bill George to serve on the Association of California Water Agencies (ACWA) Region 3 Board of Directors.

Option 1: Concur with the Board President's request and adopt a resolution in support of the nomination of Director Bill George to the ACWA Region 3 Board of Directors.

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

Option 3: Take no action.

Recommended Action: Board preference.

ACTION ITEMS

8. Engineering (Mueller)

Consideration of revisions to the Drought Action Plan to maintain 2 days per week watering schedules, and update on the pond filling restriction.

Option 1: Approve maintaining 2 days per week watering schedules through November 15, 2015, continue the prohibition on pond filling, confirm the base period as 2013, and direct staff to revise the 2015 Drought Action Plan accordingly.

Option 2: Approve 3 days per week watering schedules effective June 1 through September 30, 2015, continue the prohibition on pond filling, confirm the base period as 2013, and direct staff to revise the 2015 Drought Action Plan accordingly.

Option 3: Take other action as directed by the Board.

Option 4: Take no action (*Odd/even watering schedules will be in effect June 1, 2015 – September 30, 2015*).

Recommended Action: Option 1.

9. Operations (Strahan)

Consideration to approve a contract with Vito Trucking for drought emergency water hauling to the Outingdale Water System in the amount not-to-exceed \$300,000.

Option 1: Approve a contract with Vito Trucking for drought emergency water hauling to the Outingdale Water System in the amount not-to-exceed \$300,000.

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

Option 3: Take no action.

Recommended Action: Option 1.

Action Items continued

10. Operations (Strahan)

Consideration to award a professional service contract to MCC Control Systems in the not-to-exceed amount of \$59,590, and authorize total funding of \$133,494 for the Camino Heights Wastewater Treatment Plant Automation Programming and Integration Project No. 14007.

Option 1: Award a professional services contract to MCC Control Systems in the not-to-exceed amount of \$59,590, and authorize total funding of \$133,494 for the Camino Heights Wastewater Treatment Plant Automation Programming and Integration Project No. 14007.

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

Option 3: Take no action.

Recommended Action: Option 1.

CLOSED SESSION

A. Closed session pursuant to Government Code section 54956.9(d)(2) (Poulsen)

Conference with Senior Deputy General Counsel – Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2); one potential case (termination of Excavating Engineers on Camp 2 Bridge Replacement Project)

REVIEW OF ASSIGNMENTS

ADJOURNMENT

TENTATIVELY SCHEDULED ITEMS FOR FUTURE MEETINGS

Engineering

- Review of District’s Cross-Connection Control Program for Drinking Water System, Information Item, regular Board meeting, June (M. Johnson)
- Consideration to award a construction contract for the EDHWWTP Digester 1 Repairs, Action Item, regular Board meeting, June 8 (T. Sullivan)
- Consideration to award a construction contract for the Mormon Island and Lake Ridge Oaks Lift Stations Removal Project, Action Item, regular Board meeting, June 22 (T. Sullivan)
- Consideration to award a construction contract for the EDHWWTP Odor Control Project, Action Item, regular Board meeting, June 22 (T. Sullivan)
- Consideration to award a lumber purchase contract for the Flume 45 and 46 Relining Projects, Action Item, regular Board meeting, July 13 (Noel)
- Consideration to award a professional services contract for the design of the Main Ditch, Action Item, regular Board meeting, July 13 (Eden-Bishop)
- Esmeralda Tunnel Update, Information Item, regular Board meeting, August 10 (Noel)
- Consideration to award a construction contract for Powerhouse Upgrades and the FERC C59 SFAR North Structures Projects, Action Item, regular Board meeting, August 24 (Noel)

Finance

- Presentation of the 2014 Annual Audit, Action Item, regular Board meeting, June 8 (Pasquarello)

Office of the General Counsel

- State Legislation update, Action Item, regular Board meeting, June (Poulsen)

El Dorado Irrigation District
May 26, 2015
Board Meeting
Communications - General Manager

1) Awards and Recognitions

None

2) Staff Reports and Updates

a) Drought Update and Conservation Progress – Summary by Brian Mueller

**General Manager's Report
May 26, 2015**

Drought Update and Conservation Progress

Stage 2 Drought Update

The District continues to track customer conservation both on a weekly basis and cumulative conservation for the year, and compares the usage to 2013. The District is mandated to reduce water usage by 28% as a result of the Governor's executive order and State Water Board regulations.

As of May 13, 2015 cumulative conservation for water customers was 21%. Conservation for the week of May 7-May 13 was 33%.

For recycled water customers, cumulative conservation was 13%. Conservation for the week of May 7-May 13 was 22%.

	2015 vs 2013* Weekly Conservation %	2015 vs 2013* YTD Conservation %
Potable Conservation	33%	21%
Recycled Conservation	22%	13%
<i>*2013 baseline per State Water Board mandate</i>		

Outingdale – Stage 4

The State Water Board issued a curtailment notice for all post-1914 water rights in the San Joaquin River Basin on April 23. As a result, Outingdale is under a Stage 4 Water Emergency and the District began hauling water to the community on April 29.

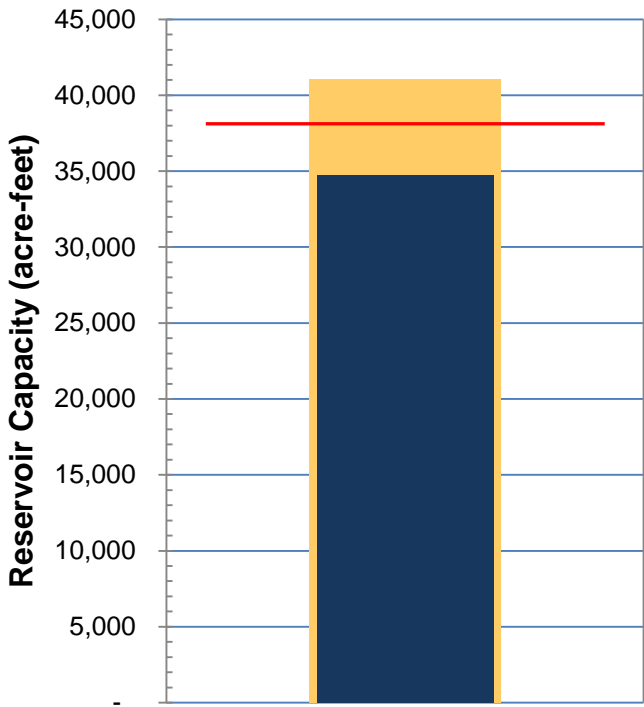
Attachments

- A. Drought and conservation charts

Jenkinson Lake at Sly Park

Reservoir Conditions

(as of May 13, 2015)



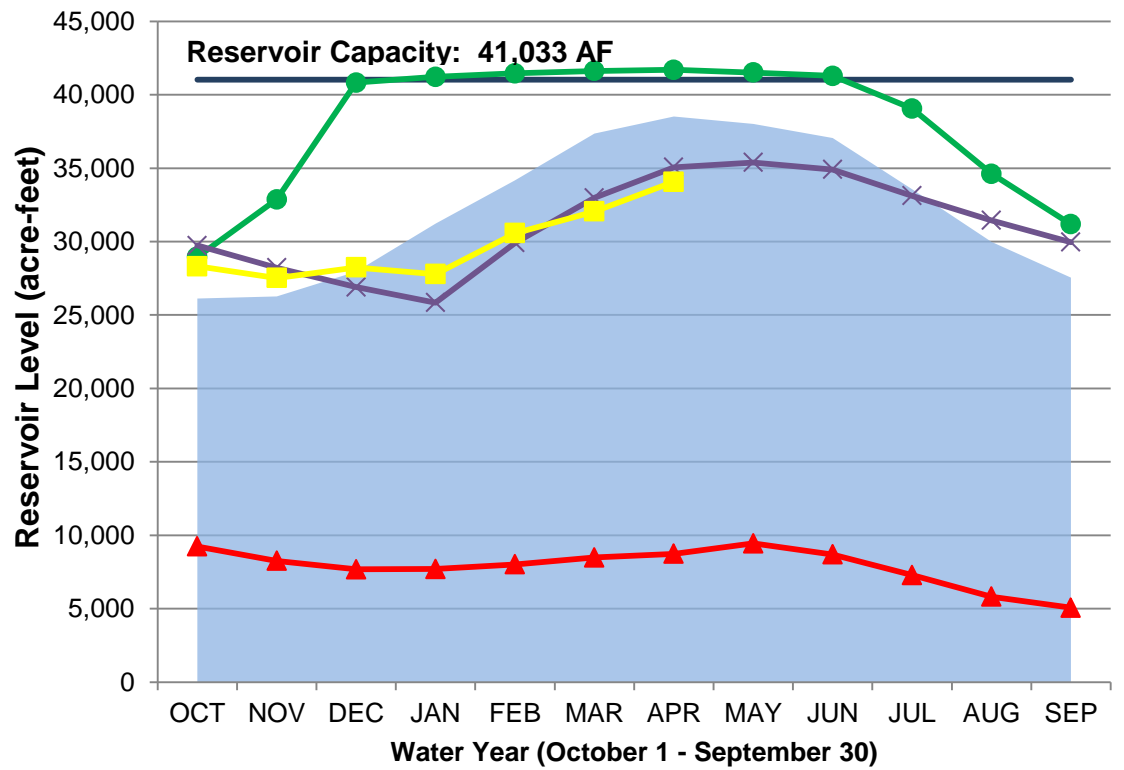
Current Level: 34,754 AF

85%

**Current Capacity
as of: 5/13/2015**

93%

**End of Month
Historical Average**



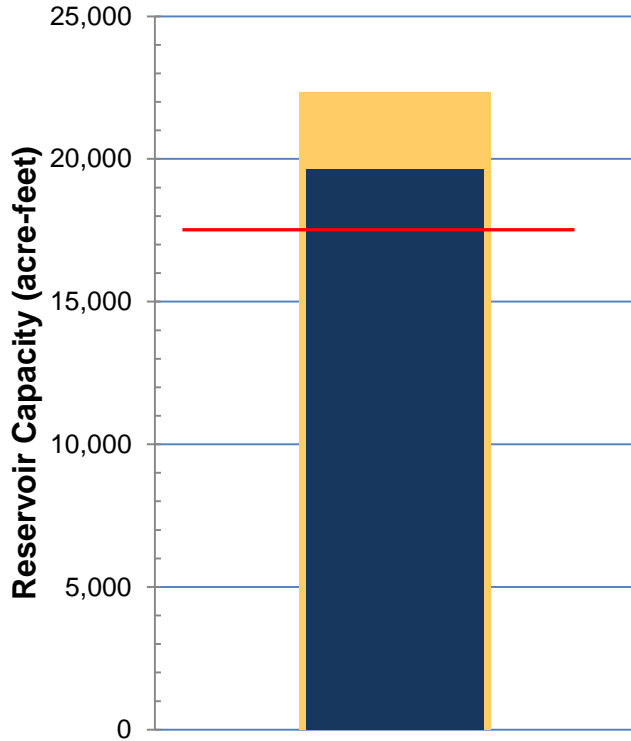
OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP

Water Year (October 1 - September 30)



Caples Lake Reservoir Conditions

(as of May 13, 2015)



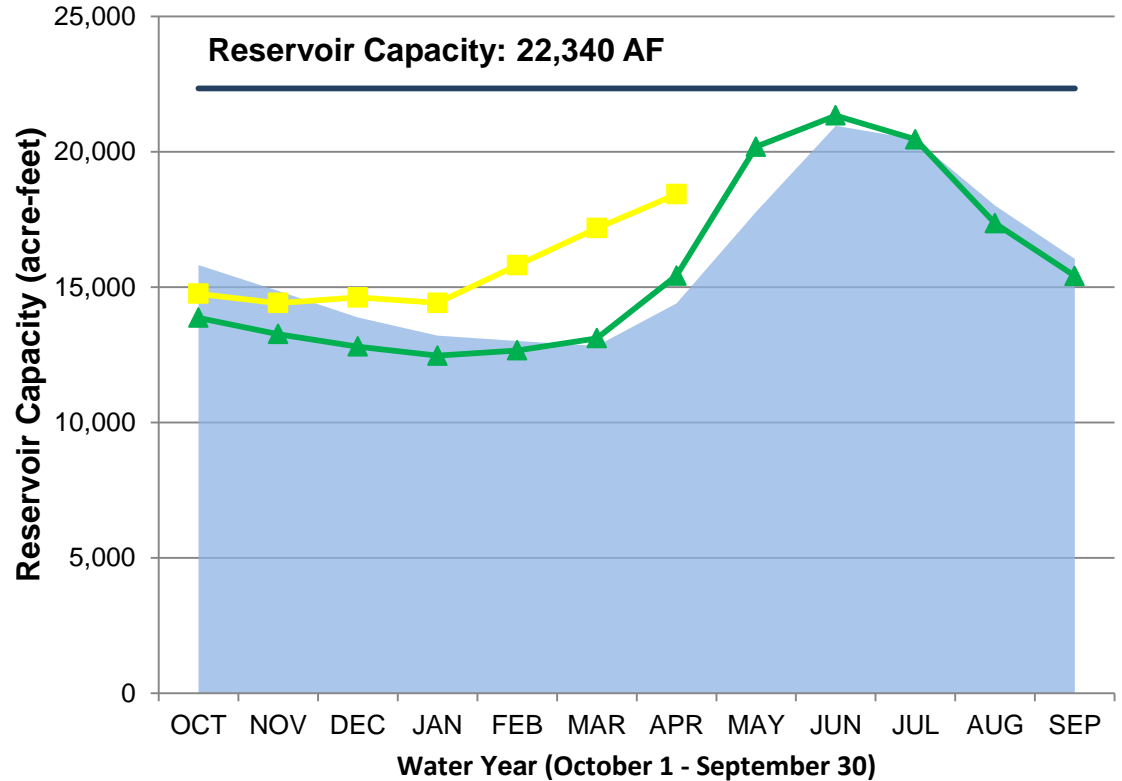
Current Level: 22,340 AF

88%

**Current Capacity
as of: 5/13/2015**

80%

**End of Month
Historical Average**



Reservoir Capacity: 22,340 AF

Historical Average

WY 2014

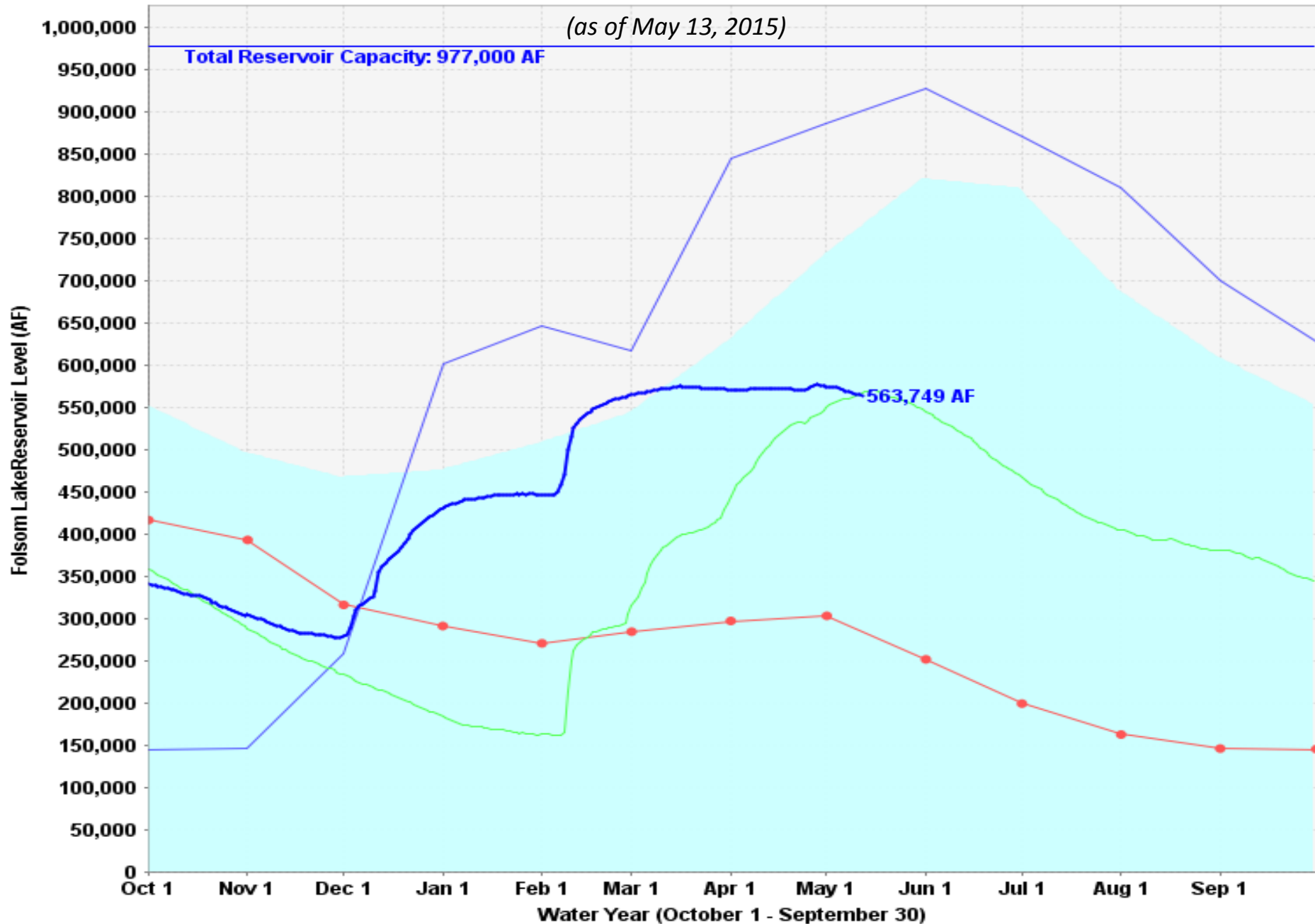
Reservoir Capacity

WY 2015

Folsom Lake Storage Levels

(as of May 13, 2015)

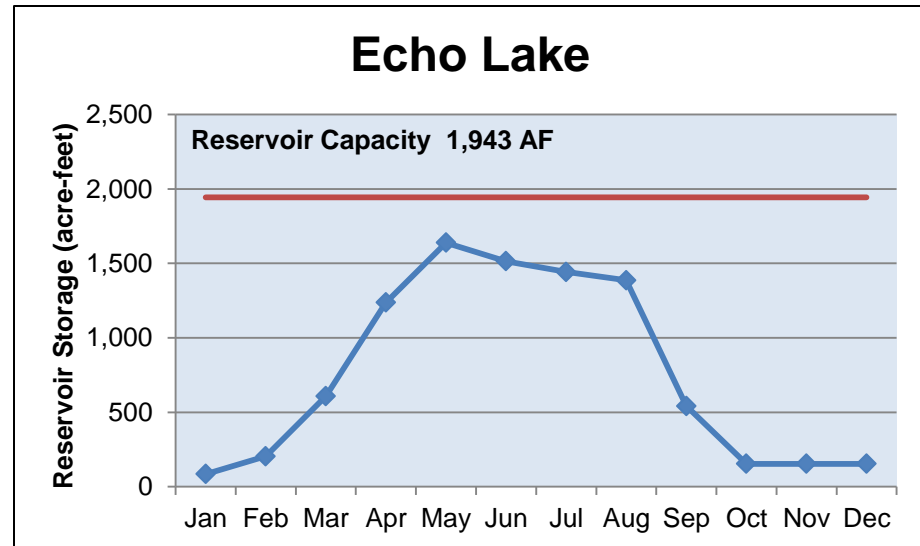
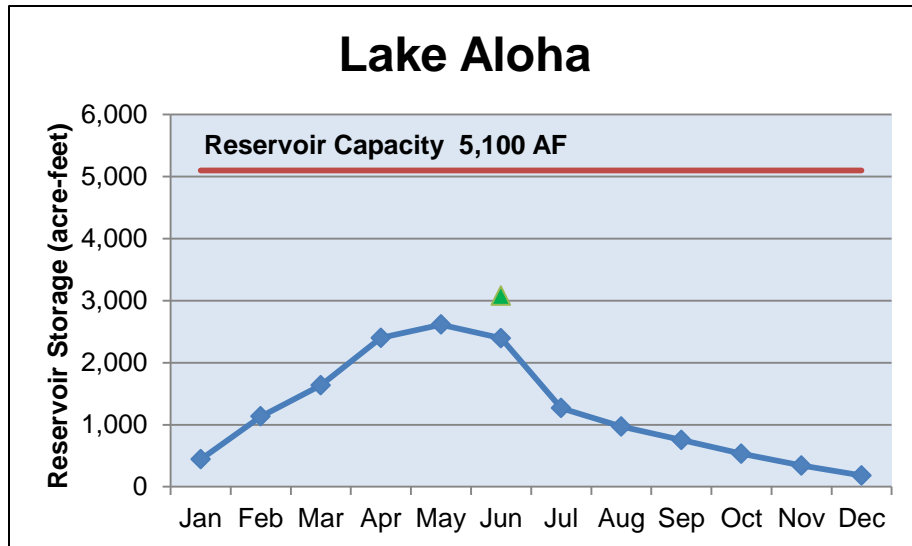
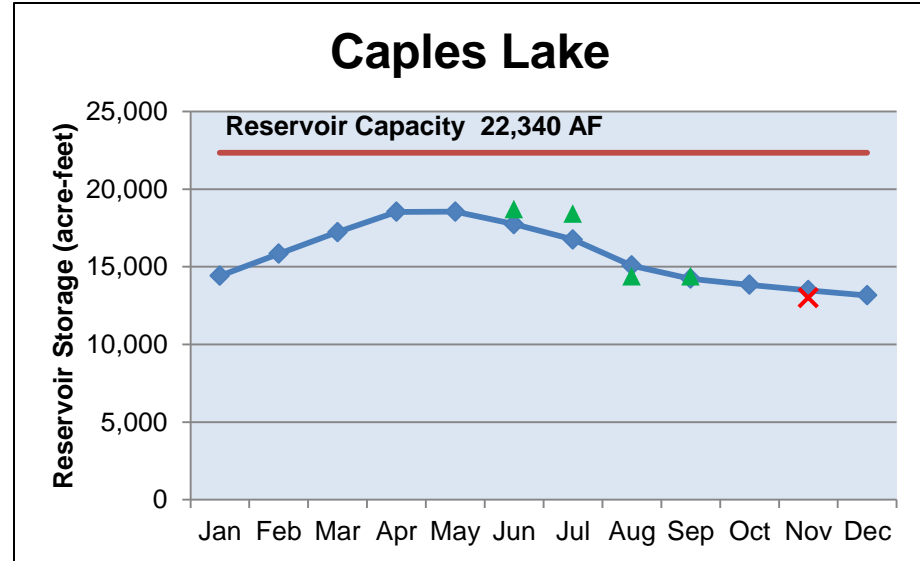
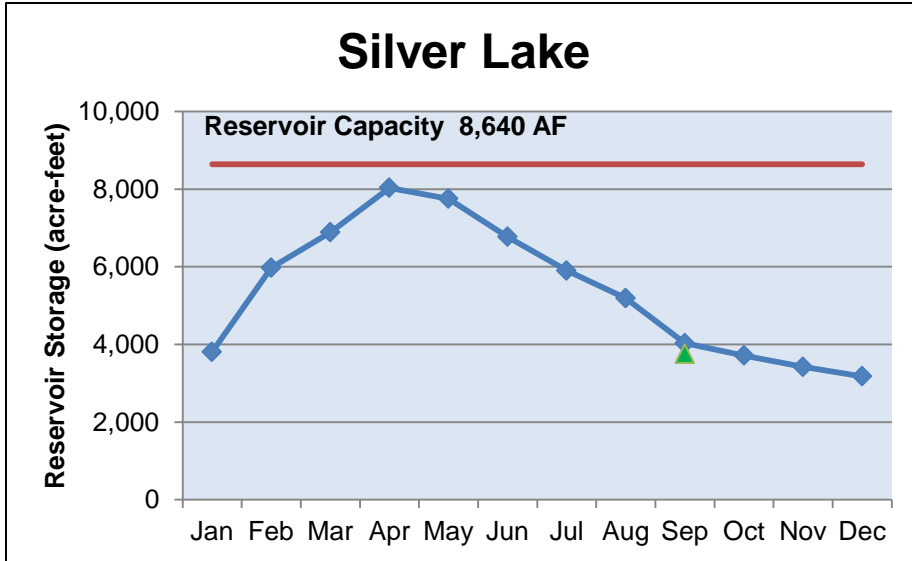
Total Reservoir Capacity: 977,000 AF



Historical Average Total Reservoir Capacity 1976-1977 (dry) 1977-1978 2013-2014 2014-2015(current)

Project 184 - 2015 Forecast Operations

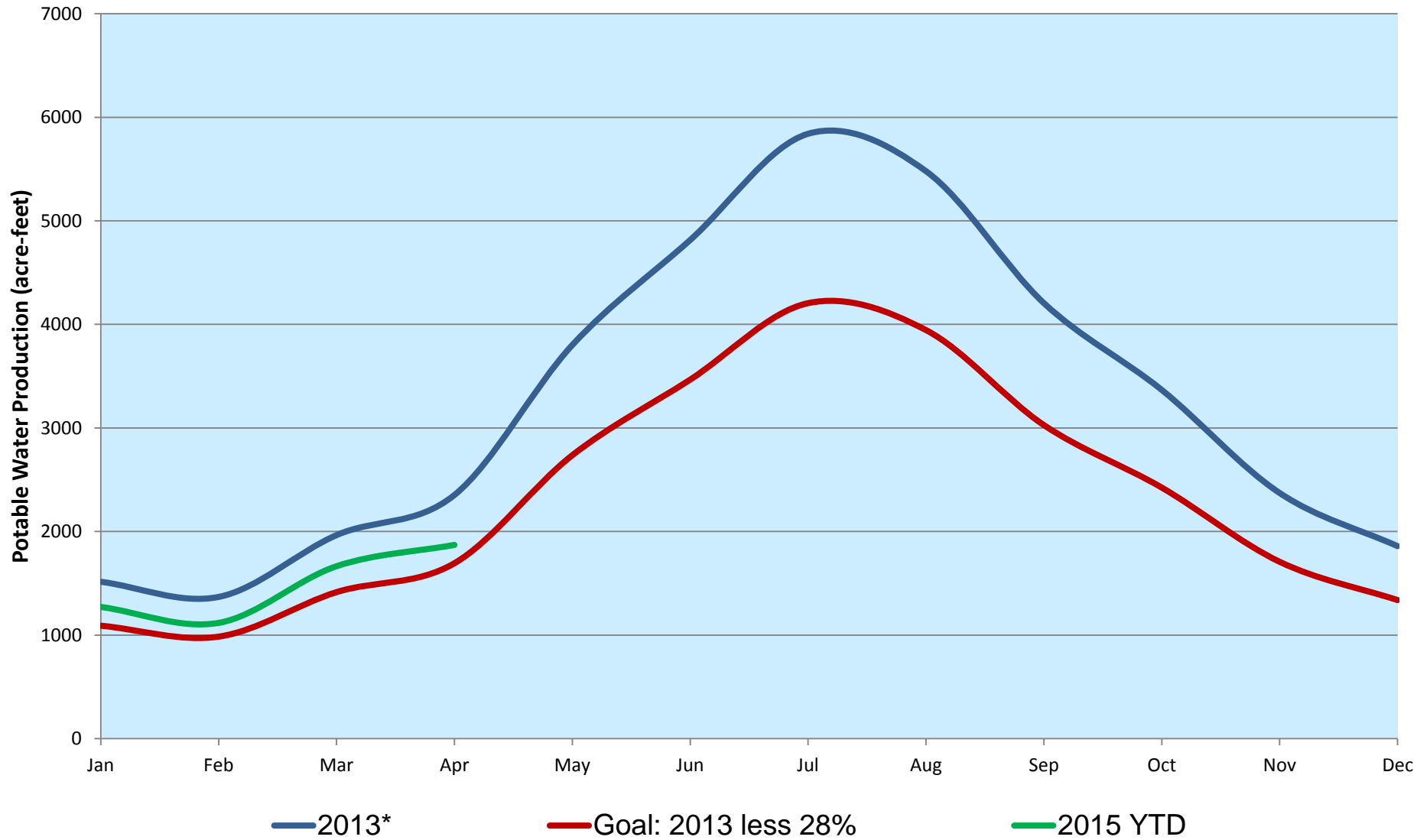
End of Month Storage (AF) – May 5 Forecast Data



Potable Water Conservation Progress

Monthly Comparison - 2015 vs. 2013

(as of April 30, 2015)

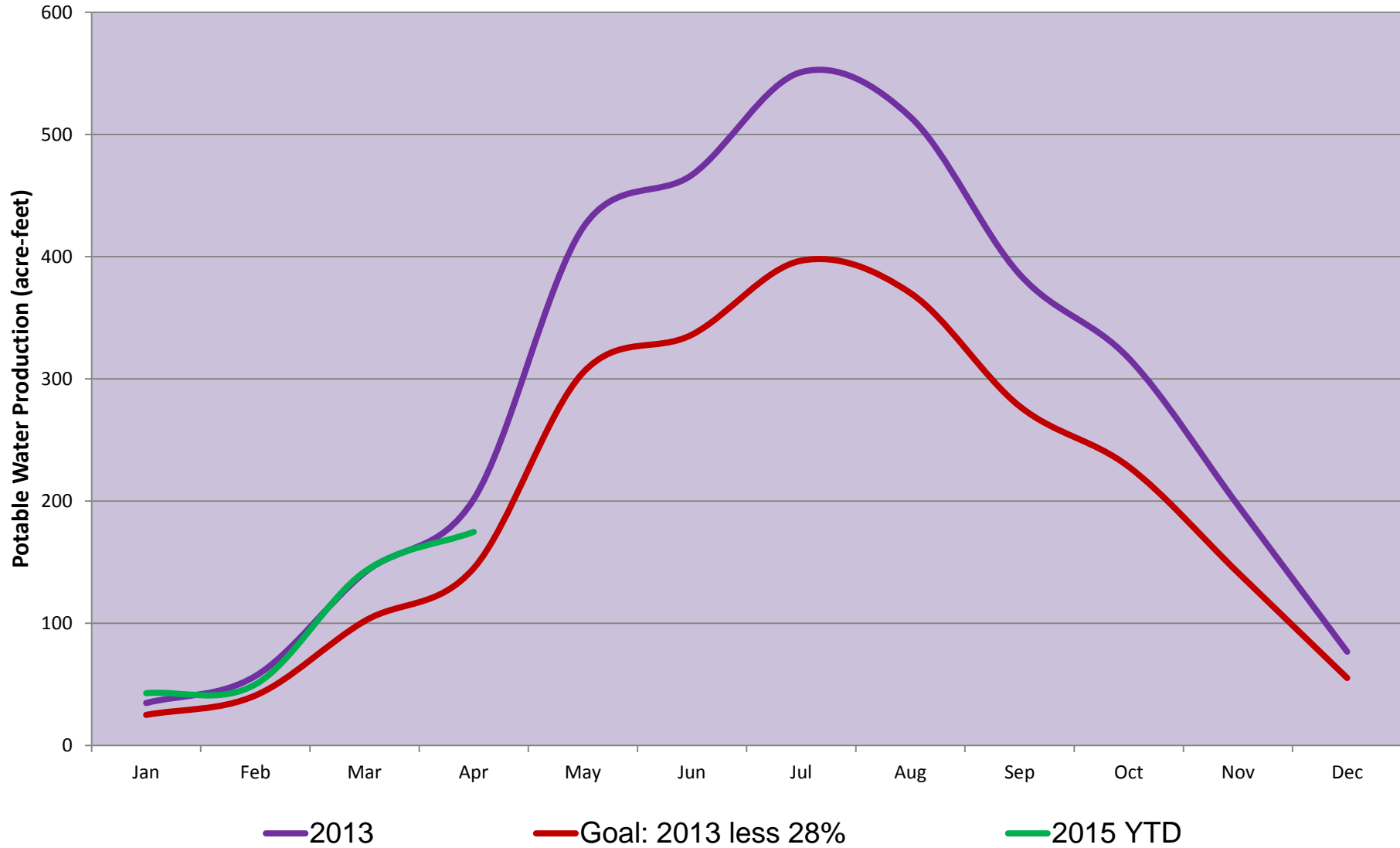


*2013 baseline per State Water Board and RWA standard

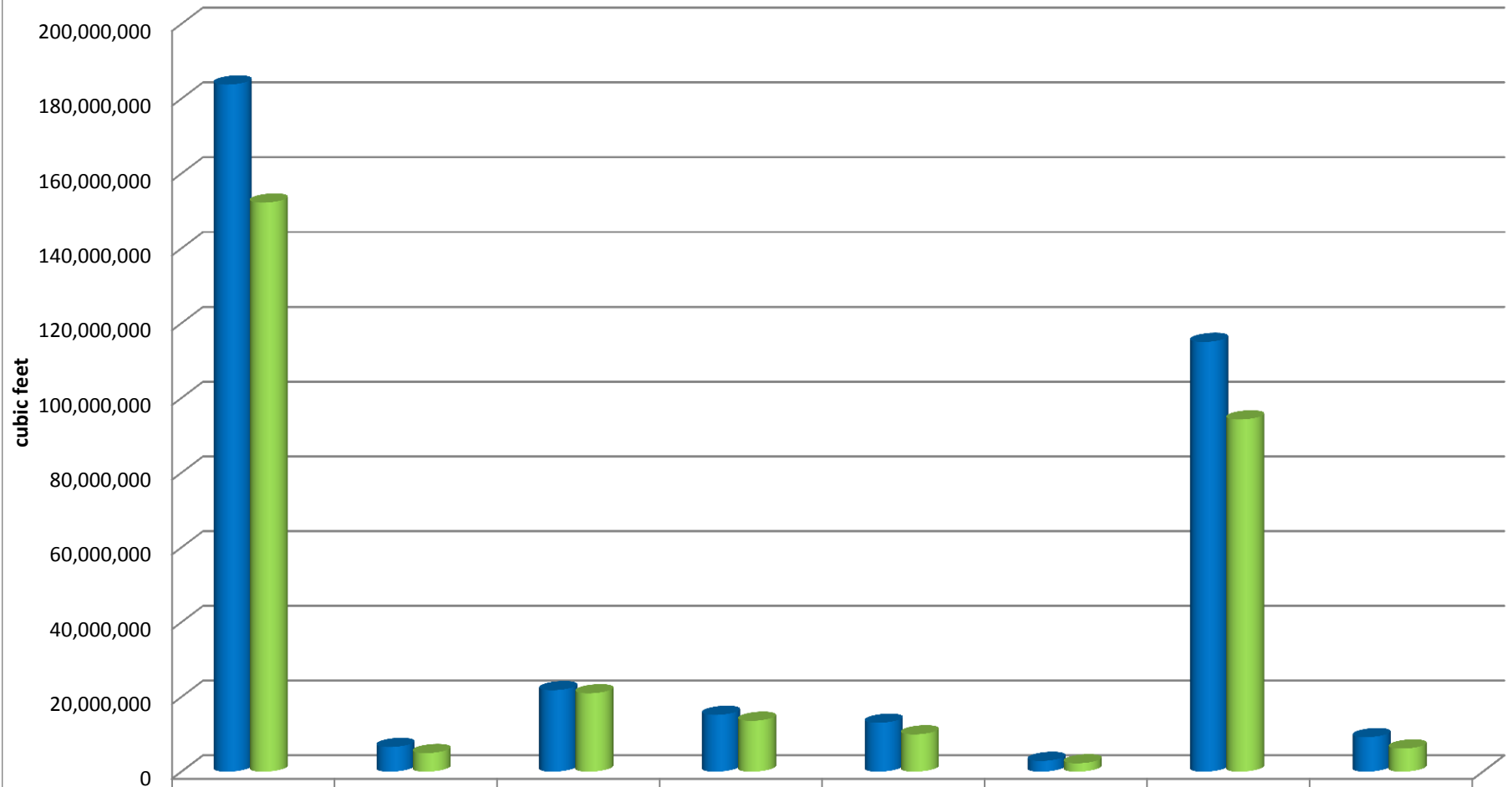
Recycled Water Conservation Progress

Monthly Comparison - 2015 vs. 2013

(as of April 30, 2015)



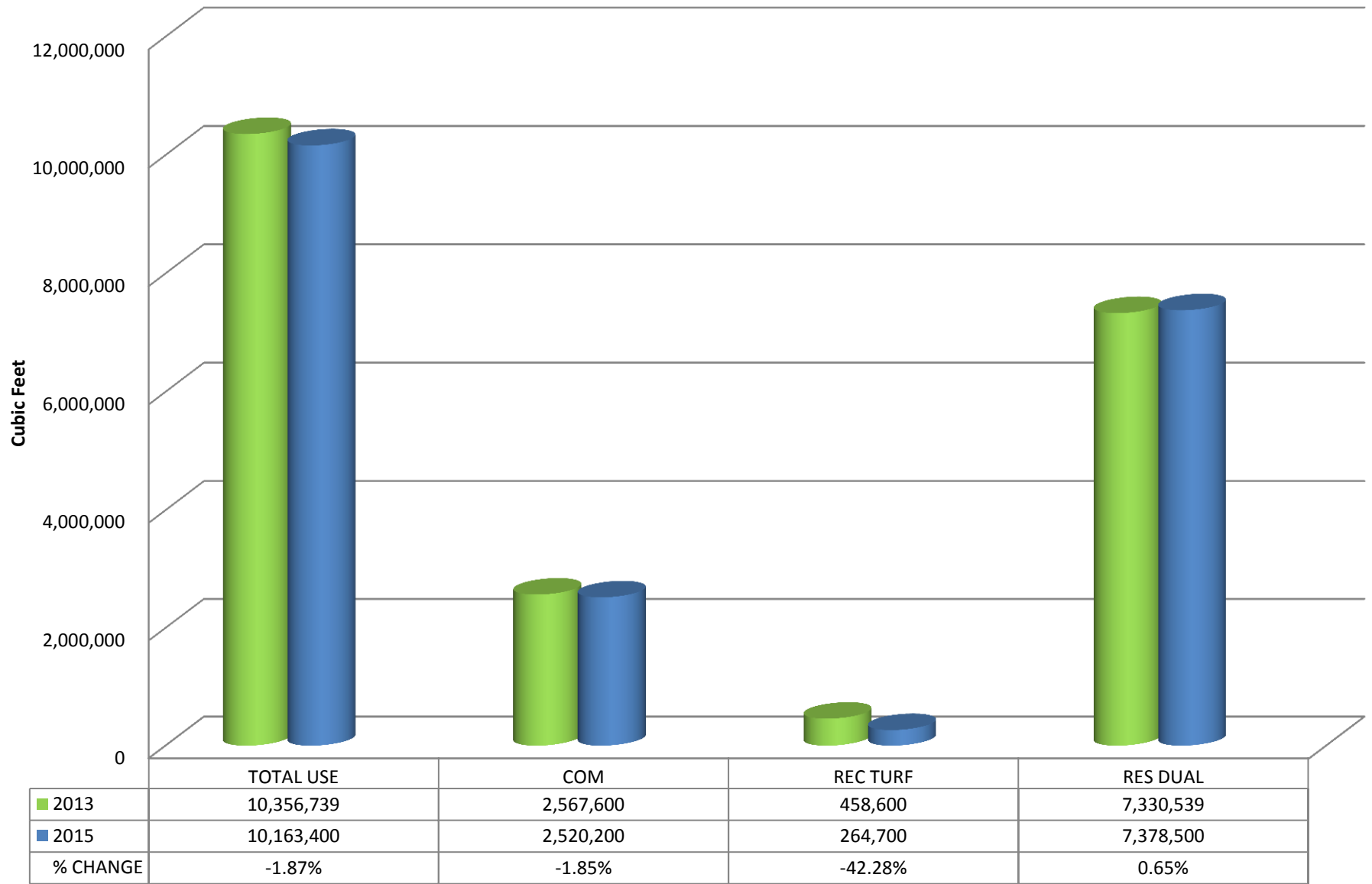
4/28/2015 Year to Date Potable Metered Use Comparison (cubic feet)



	TOTAL	AG	COM	MFRES	MU	REC TURF	SFRES	SMALL FARM
2013	183,797,099	6,607,190	21,806,200	15,201,100	13,077,500	2,872,000	114,999,329	9,233,780
2015	152,238,262	4,975,170	20,969,682	13,613,000	9,986,100	2,239,700	94,270,410	6,184,200
% CHANGE	-17.17%	-24.70%	-3.84%	-10.45%	-23.64%	-22.02%	-18.03%	-33.03%

60% of 2013 Domestic Irrigation use was rolled into the 2013 Single Family Residential category. The remaining 40% was rolled into the 2013 Small Farm category.

4/28/2015 Year to Date Recycled Metered Use Comparison (cubic feet)



EL DORADO IRRIGATION DISTRICT

Subject: Ratification of EID General Warrant Registers for the periods ending May 5 and May 12, 2015, and Board and Employee Expense Reimbursements for these periods.

Previous Board Action:

February 4, 2002 – The Board approved to continue weekly warrant runs, and individual Board member review with the option to pull a warrant for discussion and Board ratification at the next regular Board meeting.

August 16, 2004 – Board adopted the Board Expense Payments and Reimbursement Policy.

August 15, 2007 – The Board re-adopted the Board Expense Payments and Reimbursement Policy as Board Policy 12065 and Resolution No. 2007-059.

Board Policies (BP), Administrative Regulations (AR), and Board Authority:

Section 24600 of the Water Code of the State of California provides no claim is to be paid unless allowed by the Board.

Summary of Issue:

The District's practice has also been to notify the Board of proposed payments by email and have the Board ratify the Warrant Registers. Copies of the Warrant Registers are sent to the Board of Directors on the Friday preceding the Warrant Register's date. If no comment or request to withhold payment is received from any Director by the following Tuesday morning, the warrants are mailed out and formal ratification of said warrants is agendaized on the next regular Board agenda.

On April 1, 2002, the Board requested staff to expand the descriptions on the Warrant Registers and modify the current format of the Warrant Registers.

On July 30, 2002, the Board requested staff to implement an Executive Summary to accompany each Warrant Register which includes all expenditures greater than \$3,000 per operating and capital improvement plan (CIP) funds.

Staff Analysis/Evaluation:

Warrant registers submitted for May 5 and May 12, 2015 totaling \$1,517,001.04, and Board/Employee Expense Reimbursements for these periods.

Current Warrant Register Information

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

<u>Register Date</u>	<u>Check Numbers</u>	<u>Amount</u>
May 5, 2015	646261 – 646405	\$ 561,672.37
May 12, 2015	646406 – 646531	\$ 955,328.67

Current Board/Employee Expense Payments and Reimbursement Information

The items paid on Attachment A and B are expense and reimbursement items that have been reviewed and approved by the Clerk to the Board, Accounting Manager and the General Manager before the warrants are 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 reimbursement is available for copying or public inspection at District headquarters in compliance with Government Code Section 53065.5.

Board Decision/Options:

Option 1: Ratify the EID General Warrant Registers as submitted to comply with Section 24600 of the Water Code of the State of California. Receive and file Board and Employee Expense Reimbursements.

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

Option 3: Take no action.

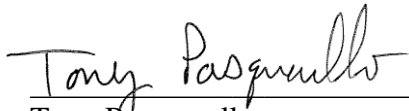
Staff/General Manager’s Recommendation:

Option 1.

Support Documents Attached:

Attachment A: Board Expenses/Reimbursements

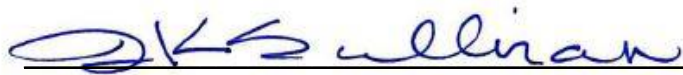
Attachment B: Employee Expenses/Reimbursements totaling \$100 or more



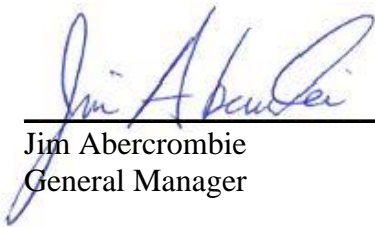
Tony Pasquarello
Accounting Manager



Mark Price
Director of Finance (CFO)



Jennifer Sullivan
Clerk to the Board



Jim Abercrombie
General Manager

Attachment A

Board Expenses/Reimbursements Warrant Registers dated 5/5/15 -5/12/15

DESCRIPTION	William George	Alan Day	George Osborne	Dale Coco, MD	Greg Prada	Total
Personal Vehicle Expense				8.63	65.56	74.19
Hotel						0.00
Meals or Incidentals Allowance						0.00
Airfare, Car Rental, Misc Travel						0.00
Fax, Cell or Internet Service				40.00	40.00	80.00
Meeting or Conference Registration						0.00
Meals with Others						0.00
Membership Fees/Dues						0.00
Office Supplies					87.71	87.71
Reimburse prepaid expenses						0.00
Miscellaneous Reimbursements						0.00
	0.00	0.00	0.00	48.63	193.27	241.90

Attachment B

Employee Expenses/Reimbursements Warrant Registers dated 5/5/15 - 5/12/15

EMPLOYEE	DESCRIPTION	AMOUNT
STEVENS ON, DAN	TRAVEL ADVANCE - MICROSOFT SERVER TRAINING	\$2,344.00
TARBOX, SCOTT	TRAVEL ADVANCE - MICROSOFT SERVER TRAINING	\$2,344.00
CARLTON, MARY LYNN	ACWA CONFERENCE FEE	\$695.00
GIBSON, DANIEL	TRAVEL ADVANCE - OSHA HIGH VOLTAGE TRAINING	\$350.00
KILBURG, RONALD	TRAVEL ADVANCE - OSHA HIGH VOLTAGE TRAINING	\$350.00
		\$6,083.00



MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
EL DORADO IRRIGATION DISTRICT
 District Board Room, 2890 Mosquito Road, Placerville, California
 May 11, 2015 ~ 9:00 A.M.

Board of Directors

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BOARD PRESIDENT
 Division III

GEORGE W. OSBORNE
BOARD VICE PRESIDENT
 Division I

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**General Manager and
Executive Staff**

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Mark Price, Finance

**Tim Ranstrom, Information
Technology**

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CALL TO ORDER

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

Roll Call

Board

Present: Directors Osborne, Prada, George, Coco, and Day

Staff

Present: General Manager Abercrombie, General Counsel Cumpston, and Clerk to the Board Sullivan

Pledge of Allegiance and Moment of Silence

President George led the Pledge of Allegiance followed by a Moment of Silence dedicated to our troops serving throughout the world.

ADOPT AGENDA

ACTION: Director Item No. 8 was removed at the request of Director Prada. Agenda was adopted as amended.

MOTION CARRIED

Ayes: Directors Coco, Osborne, Prada, George, and Day

COMMUNICATIONS

General Manager's Employee Recognition

- a) Welcome to Welcome to the District, Greg Royal. Greg has been hired as a replacement to the position of Heavy Equipment Mechanic in the Fleet Division.

APPROVE CONSENT CALENDAR

ACTION: Consent Calendar was approved.

MOTION CARRIED

Ayes: Directors Osborne, Prada, George, Coco, and Day

PUBLIC COMMENT

Joe Fuller, Cameron Park
Darwin Throne, El Dorado Hills

COMMUNICATIONS

Board of Directors

Director Osborne reported on a number of sessions he attended during the Association of California Water Agencies (ACWA) Spring Conference.

Director Prada spoke about several meetings he recently attended where the District's change in election cycle was discussed.

Director Coco spoke about his recent presentation to the El Dorado County Chamber of Commerce as well as several meetings he attended that included discussions about the District.

Board of Directors

Director Day commented on several meetings that he attended over the last few weeks that included discussions regarding the District.

Director George reported on numerous sessions and ACWA committee meetings he attended during the ACWA Spring Conference.

Clerk to the Board

Clerk to the Board Sullivan reported that the District received 52 emails supporting option 1 of Action Item No. 10 on this agenda. Copies of the emails were provided to each Board member.

General Manager

Staff Reports and Updates

- a) Drought Update and Conservation Progress – Summary by Brian Mueller

CONSENT CALENDAR

1. Finance (Pasquarello)

Ratification of EID General Warrant Registers for the periods ending March 31, April 7, April 14, April 21, and April 28, 2015, and Board and Employee Expense Reimbursements for these periods, and approval of Board expenses over 60 days old.

ACTION: Option 1: Ratified the EID General Warrant Registers as submitted to comply with Section 24600 of the Water Code of the State of California. Received and filed Board and Employee Expense Reimbursements, and approved \$40 in expenses more than 60 days old.

MOTION CARRIED

Ayes: Directors Osborne, Prada, George, Coco, and Day

2. Clerk to the Board (Sullivan)

Approval of the minutes of the April 13, 2015, regular meeting of the Board of Directors.

ACTION: Option 1: Approved as submitted.

MOTION CARRIED

Ayes: Directors Osborne, Prada, George, Coco, and Day

3. Office of the General Counsel (Cumpston)

Ratification of Resolution No. 2015-010, to maintain emergency declaration, and ratification of General Manager's declaration of a Stage 4 Drought Emergency in Outingdale.

ACTION: Option 1: Ratified Resolution No. 2015-010 (*thus maintaining the general drought emergency declaration for purposes of bidding, contracting, and CEQA compliance*), and ratified the General Manager's April 24, 2015 declaration of a Stage 4 Water Emergency in Outingdale

MOTION CARRIED

Ayes: Directors Osborne, Prada, George, Coco, and Day

4. Operations (Strahan)

Consideration to authorize staff to renew the District's SCADA annual software support agreement for Wonderware® ArcestrA System Platform from authorized Vendor Wonderware® NorCal in the not-to-exceed amount of \$58,991.14.

ACTION: Option 1: Authorized staff to renew the District's SCADA annual software support agreement for Wonderware® ArcestrA System Platform from authorized Vendor Wonderware® NorCal in the not-to-exceed amount of \$58,991.14.

MOTION CARRIED

Ayes: Directors Osborne, Prada, George, Coco, and Day

5. Finance (Pasquarello)

Funding approval for District Capital Improvement Plan (CIP) Projects.

ACTION: Option 1: Authorized funding for the CIP projects as requested in the amount of \$263,194.

MOTION CARRIED

Ayes: Directors Osborne, Prada, George, Coco, and Day

6. Finance (Pasquarello)

Investment Report for the quarter ended March 31, 2015.

ACTION: Option 1: Received and filed the Investment Report for the quarter ended March 31, 2015.

MOTION CARRIED

Ayes: Directors Osborne, Prada, George, Coco, and Day

7. Engineering (Eymann)

Consideration to approve a contract change order in the amount of \$39,512 to GEI Consultants, Inc. to conduct a sink-hole-specific geotechnical investigation of Silver Lake Dam.

ACTION: Option 1: Approved a contract change order in the amount of \$39,512 to GEI Consultants, Inc. to conduct a sink-hole-specific geotechnical investigation of Silver Lake Dam.

MOTION CARRIED

Ayes: Directors Osborne, Prada, George, Coco, and Day

END OF CONSENT CALENDAR

DIRECTOR ITEMS

8. Board of Directors (Prada)

Whether to reconsider action previously taken on Board Policy 12080 – Meeting Procedures.

This item was removed at the request of Director Prada at the adoption of the agenda.

No action was taken.

ACTION ITEMS

9. Engineering (Mueller)

Consideration of additional revisions to the 2015 Drought Action Plan.

Public Comment: Merv de Haas
Darwin Throne, El Dorado Hills
Keith Harbeck addressed the Board and provided a handout titled *California's Drought & Pool Industry 2015*
Ed Willyard, El Dorado Hills
Kirk Bone, Serrano Associates
John Bowman, General Manager, Serrano El Dorado Owners' Association, addressed the Board and provided a handout titled *Serrano El Dorado Owners' Association Drought Response Plan; EID Board Meeting, May 11, 2015*
Bob Stangroom, Serrano Country Club, addressed the Board and provided a handout from the Serrano Country Club
Joe Fuller, Cameron Park
Michael Chaffey

MOTION: Main motion by Director Osborne and seconded by Director Coco to approve option 2 and adopt the revised 2015 Drought Action Plan update excluding the prohibition of the filling of new or empty swimming pools with District-supplied potable water.

MOTION: Substitute motion by Director Day and seconded by Director Prada to approve option 2 and adopt the revised 2015 Drought Action Plan update excluding the prohibition of the filling of new or empty swimming pools with District-supplied potable water; excluding the suspension of potable supplementation of recycled water system; excluding the prohibition of filling or refilling ponds, lakes and other non-irrigation water features with District-supplied potable or recycled water; and maintaining the District's conservation target at 25%; and sending a letter to the Governor and the State Water Resources Control Board (SWRCB) outlining concerns regarding the SWRCB's recent mandates. Director Day later withdrew his motion.

MOTION: Substitute motion by Director Day and seconded by Director Prada to approve option 2 and continue this item to the next regular Board meeting. Director Day later withdrew his motion.

ACTION: Substitute motion by Director Prada and seconded by Director Coco to approve option 2 and adopt the revised 2015 Drought Action Plan update excluding the prohibition of the filling of new or empty swimming pools with District-supplied potable water.

ACTION: Subsidiary motion by Director Osborne and seconded by Director Coco to 'call the question' which ends debate of this item and calls for an immediate vote. This motion requires a majority vote.

MOTION CARRIED

Ayes: Directors Osborne, Coco, Prada, George, and Day

MOTION CARRIED

Ayes: Directors Prada, Coco, Osborne, and George

Noes: Director Day

10. Office of the General Counsel (Cumpston)

Statement of the District's intent to continue participating in, funding, and pursuing water rights through the El Dorado Water and Power Authority (EDWPA).

Public Comment: The following members of the public addressed the Board.
Ed Willyard, El Dorado Hills Joe Fuller, Cameron Park
John Wilson, Shingle Springs
Laurel Brent-Bumb, El Dorado County Chamber of Commerce
Lloyd Walker, Walker Vineyards
Charlene Carveth, Agricultural Commissioner
Merv de Hass, El Dorado County Farm Bureau
Renee Hargrove, El Dorado County Farm Bureau
Sandi Blinn, El Dorado Hills Doug Leisz
Gay Willyard, El Dorado Hills Cecil Ringgenberg
George Wheeldon, former EID Board Member
Susan Fredericks Tom Heflin
Bill Bacchi, Lotus Craig Schmidt, Placerville

Clerk to the Board Sullivan reported that the District received 52 emails supporting option 1 on this item. Copies of the emails were provided to each Board member.

MOTION: Main motion by Director Osborne and seconded by Director Coco to approve option 1.

MOTION: Substitute motion by Director Prada to approve option 2 to support the District's continued participation in EDWPA. Motion failed due to lack of a second.

MOTION: Substitute motion by Director Day and seconded by Director Prada to approve option 2 and approve the District's continued participation in EDWPA but suggest to EDWPA that the water usage and growth projection data be refined and updated to more closely align with current information; suggest to EDWPA that other alternatives, such as investing in and expanding recycled water for instance, be analyzed and a long-term cost benefit comparison be done versus the current project; and suggest that spending on the current proposed application be stopped or significantly reduced until the two preceding items, updated data and cost comparison or other alternatives, are completed.

ACTION: Subsidiary motion by Director Osborne and seconded by Director Day to 'call the question' which ends debate of this item and calls for an immediate vote. This motion requires a majority vote.

MOTION CARRIED

Ayes: Directors Osborne, George, and Day
Noes: Directors Prada and Coco

MOTION FAILED

Ayes: Directors Day and Prada
Noes: Directors Osborne, Coco, and George

Action Item No. 10 continued

ACTION: Option 1: Affirmed the District's intent to continue participating in, funding, and pursuing water rights through the El Dorado Water and Power Authority (EDWPA); approved an extension of the El Dorado Intra-County Coordination Agreement of any duration that is mutually acceptable to the other EDWPA members.

MOTION CARRIED

Ayes: Directors Osborne, Coco, and George
Noes: Directors Day and Prada

11. Engineering (Eden-Bishop)

Consideration to award a single-source contract to PPC Land Consultants in the not-to-exceed amount of \$176,362.62 and authorize total funding of \$201,362.62 for the Main Ditch Improvements; Project No. 11032.

ACTION: Option 1: Awarded a single source contract to PPC Land Consulting in the not-to-exceed amount of \$176,362.62, authorized the General Manager to execute the agreement, and authorized total funding of \$201,638.62 for the Main Ditch Improvements, Project No. 11032.

MOTION CARRIED

Ayes: Directors Osborne, Coco, and George
Noes: Directors Day and Prada

REVIEW OF ASSIGNMENTS

None

ADJOURNMENT

President George adjourned the meeting at 1:31 P.M.

Bill George, President
Board of Directors
EL DORADO IRRIGATION DISTRICT

ATTEST:

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

Approved: _____

EL DORADO IRRIGATION DISTRICT

SUBJECT:

Ratification of Resolution No. 2015-010, to maintain emergency declaration, and ratification of Stage 4 Drought Emergency for Outingdale.

Board Action:

- February 4, 2014 – Board adopted Resolution No. 2014-006, declaring a drought emergency.
- February 10 and 24, March 10 and 24, April 14 and 28, 2014 – Board ratified Resolution No. 2014-006 to maintain the drought emergency.
- May 12, 2014 – Board adopted Resolution No. 2014-010, renewing and updating the emergency drought declaration.
- June 9, 2014 – Board adopted Resolution No. 2014-011, renewing and updating the emergency drought declaration, ratifying the General Manager’s declaration of a Stage 4 Drought Emergency in Outingdale, and ratifying the suspension of Clear Creek flow augmentation.
- June 13, 2014 – At a special meeting, Board authorized staff to increase releases to Clear Creek, using water stored in Jenkinson Lake, to provide approximately 2.0 cubic feet per second flows to ditch customers through July 15.
- June 23, July 14, July 28, August 11, August 25, September 8, October 14, 2014 – Board ratified Resolution No. 2014-011 to maintain the drought emergency.
- October 14, 2014 – Board adopted Resolution 2014-023, declaring an emergency for the repair of the Esmeralda Tunnel.
- October 27, November 10, December 8, 2014 – Board ratified Resolutions Nos. 2014-011 and 2014-023 to maintain the emergency declarations.
- January 12, January 26, February 9, February 23, March 9, 2015 – Board ratified Resolutions Nos. 2014-011 and 2014-023 to maintain the emergency declarations.
- March 23, 2015 – Board adopted Resolution No. 2015-010, renewing and updating the drought emergency declaration.
- April 13, 2015 – Board ratified Resolution No. 2015-010 to maintain the drought emergency declaration.
- May 11, 2015 – Board ratified Resolution No. 2015-010 to maintain the drought emergency declaration, and ratified the General Manager’s declaration of a Stage 4 Drought Emergency in Outingdale.

Board Policies (BP), Administrative Regulations (AR), and Board Authority:

Public Contract Code section 11102: An emergency is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Public Contract Code section 22050: The Board must ratify the existence of a declared emergency at each subsequent regular Board meeting by four-fifths vote, or the declared emergency is deemed to be terminated.

California Environmental Quality Act (CEQA) Guidelines section 15359: An emergency is a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to life, health, property, or essential public services.

Public Resources Code section 21080(b)(4) and CEQA Guidelines section 15269(c): exempt from CEQA actions necessary to prevent or mitigate an emergency.

Summary of Issue:

Since February 4, 2014, the Board has taken the following actions to find and determine that the current drought conditions have continuously constituted an emergency:

- Unanimous adoption of Resolution No. 2014 – 006 on February 4, 2014;
- Unanimous ratification of that resolution at six subsequent regular Board meetings through April 28, 2014;
- Adoption of Resolution No. 2014 – 010 on May 12, 2014;
- Adoption of Resolution No. 2014 – 011 on June 9, 2014;
- Ratification of Resolution No. 2014 – 011 on June 23, July 14, July 28, August 11, August 25, September 8, October 14, October 27, November 10, and December 8, 2014, and January 12, January 26, February 9, February 23, and March 9, 2015;
- Adoption of Resolution No. 2015-010 on March 23, 2015; and
- Ratification of Resolution No. 2015-010 on April 13, and May 11, 2015.

For the emergency declaration to remain in effect, the Board must find (by four-fifths vote for bidding and contracting purposes) at each regular meeting that the need for emergency action still exists. The Board can do so today by ratifying Resolution No. 2015 – 010.

Further, the Board must ratify any emergency action taken by District staff pursuant to the authority delegated by the resolutions at its next regular meeting after such action is taken. The Board ratified the General Manager's Stage 4 Drought Emergency declaration for Outingdale on May 11, but because Resolution No. 2015 – 010 does not include that action, the Board must continue to ratify this emergency separately to keep it in effect. No other ratification of staff actions is required at this time.

Staff Analysis/Evaluation:

In Resolutions Nos. 2014 – 006, – 010, – 011, and 2015 – 010, the Board found and determined that the current drought conditions constituted an emergency within the meaning of and for the purposes of (among other enactments) Public Contract Code sections 11102, 22050(a)(2), and 20567, Public Resources Code section 21080(b)(4), and CEQA Guidelines sections 15269(c) and 15359. The Board’s failure to adopt Resolution No. 2014-010 by four-fifths vote on May 12, and to ratify Resolution No. 2014-011 by four-fifths vote on July 28 terminated the declaration of emergency for purposes of the Public Contract Code. The Board’s four-fifths votes to ratify on June 9 and August 11, 2014 reinstated the emergency for those purposes. The Board has subsequently adopted or ratified resolutions to keep the emergency continuously in effect; however, because the currently operative resolution (No. 23015 – 010) does not include the Stage 4 Drought Emergency in Outingdale, the Board must continue to ratify that staff action at each regular meeting to maintain that emergency condition in effect.

It behooves the District to do what it can to address drought conditions affecting the District. Such activities may include advancing projects that could protect or expand available water supplies, which the emergency declaration expedites by authorizing staff to dispense with the delays inherent in the competitive bidding and environmental review processes, so that the Board can more quickly consider construction projects and contracts.

Updates on Other Topics

Resolution No. 2015-010 updated facts about the current drought conditions and regulatory actions taken and considered by the State Water Resources Control Board (SWRCB). It approved the revised Drought Action Plan as separately adopted by Board action in another item on the March 23 agenda. It authorized and directed staff to pursue a new temporary reduction in Deer Creek Wastewater Treatment Plan bypass flows to minimize the potable water supplementation to the recycled water system again in 2015. It also authorized and directed staff to continue its ongoing efforts to obtain variances from Project 184’s mandated minimum instream flows to the extent necessary to protect consumptive water supplies and conserve Project 184 storage for instream flows and other project purposes going into 2016. Following are updates on each of these items.

District staff has submitted a petition to the SWRCB to allow the minimum releases from the Deer Creek Wastewater Treatment Plant to again be reduced to 320,000 gallons per day, as was done successfully in 2014, without adverse environmental impacts. A second successful year of releases at this level will further strengthen the case for a permanent reduction. As of May 18, the SWRCB had not yet noticed this petition for public comment.

The District has received SWRCB and Federal Energy Regulatory Commission (FERC) approvals for temporary variances in the minimum streamflows mandated for Project 184. As of May 18, only the ongoing variance in Echo Creek streamflows had been implemented. The other variances had not yet become necessary or beneficial, for two reasons. The primary reason is the small, regular doses of late precipitation that the watershed has experienced in recent weeks. The second reason is that the SWRCB’s curtailment of post-1914 water rights has necessitated bypassing water flows through

Lake Aloha that would otherwise have been stored. These additional flows have made it possible to meet Kyburz minimum flows and all District consumptive needs without additional releases from storage, as least for now.

Rumors are afoot that the SWRCB may begin curtailing pre-1914 water rights in the state very soon. Depending upon the timing and scope of any such action, litigation may ensue. On June 9, 2014, the District's Board authorized EID to enter into litigation with other agencies to challenge any such action by the SWRCB. General Counsel will assess the legal landscape and consider joining such litigation if necessary or appropriate, and will promptly report any initiation of litigation to the Board.

Staff has taken no emergency actions since the May 11, 2015 meeting that require ratification at this time. Please refer to the staff report for the September 8, 2014 ratification of the emergency declaration for an explanation of the General Manager's contracting authority in a declared emergency.

Board Decisions/Options:

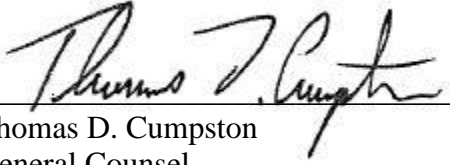
- Option 1:** Ratify Resolution No. 2015-010 (*thus maintaining the general drought emergency declaration for purposes of bidding, contracting, and CEQA compliance*), and ratify the Stage 4 Drought Emergency for Outingdale.
- Option 2:** Decline to ratify Resolution No. 2015-010 (*thus terminating the general drought emergency declaration for purposes of bidding, contracting and CEQA compliance*), but ratify the Stage 4 Drought Emergency for Outingdale.
- Option 3:** Take no action (*thus terminating the general drought emergency declaration for purposes of bidding, contracting and CEQA compliance*).

Staff/General Manager's Recommendation:

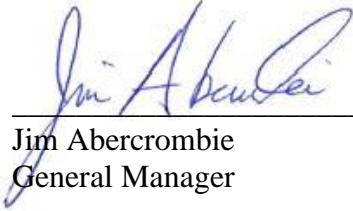
Option 1 (four-fifths vote required for purposes of bidding and contracting).

Support Document Attached:

- A. Resolution 2015-010



Thomas D. Cumpston
General Counsel



Jim Abercrombie
General Manager

1 RESOLUTION OF THE BOARD OF DIRECTORS OF
2 EL DORADO IRRIGATION DISTRICT
3 CONTINUING ITS DECLARATION OF A STAGE 2 WATER WARNING
4 AND THE EXISTENCE OF AN EMERGENCY

5 **OPERATIVE FACTS**

6 **WHEREAS**, El Dorado Irrigation District (District) has experienced dry conditions since
7 2012, with unimpaired runoff in the American River basin of 74% of normal in 2012, 41% of
8 normal in 2013, and 32% of normal in 2014; and

9
10 **WHEREAS**, 2013 was the driest calendar year on record in California, and water year
11 2014 was the third-driest water year on record in California; and

12 **WHEREAS**, January 2015 was the driest, and January 2013 was the third-driest, January
13 on record in California; and

14 **WHEREAS**, as of March 10, 2015, the United States Drought Monitor stated that all of
15 El Dorado County and two-thirds of California were an extreme or exceptional drought
16 condition; and

17
18 **WHEREAS**, as of March 12, 2015, snow water content in the American River basin was
19 6% of normal for March 1 and 5% of normal for April 1, according to the state Department of
20 Water Resources (DWR); and

21
22 **WHEREAS**, the District's March 2015 manual readings of snow water content for the
23 Caples Lake watershed averaged 22% of normal, and about one-third of the snow water content
24 readings in March 2014; and

1 **WHEREAS**, the United States Bureau of Reclamation (Reclamation) has stated that it
2 will deliver no more than the greater of public health and safety needs or 25% of adjusted
3 historical average deliveries of Central Valley Project water to Municipal and Industrial
4 contractors such as the District; and
5

6 **WHEREAS**, Jenkinson Lake, the District's largest source of supply at 41,033 acre-feet
7 capacity, is unlikely to fill in 2015 despite the importation of more than 8,000 acre-feet of water
8 through the Hazel Tunnel in 2013 and 2014, and the planned importation of an additional 6,000
9 acre-feet in 2015; and
10

11 **WHEREAS**, on January 17, 2014, Governor Edmund G. Brown Jr. proclaimed a state of
12 emergency in California due to drought conditions, and on April 25, 2014, the Governor
13 proclaimed a continued state of emergency for the same reason; and
14

15 **WHEREAS**, the Governor's two proclamations made findings that included the
16 following:

- 17 • California's water supplies continue to be severely depleted;
- 18 • Extremely dry conditions have persisted since 2012 and the duration of this
19 drought is unknown;
- 20 • Among the urgent challenges presented by the severe drought conditions is
21 additional water scarcity if the conditions continue (as they have) into 2015;
- 22 • The magnitude of the severe drought conditions continues to present threats
23 beyond the control of the services, personnel, equipment, and facilities of any
24 single local government;
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- Conditions of extreme peril to the safety of persons and property exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS, the Governor’s emergency proclamations included the following directives:

- Californians are called on to reduce their water usage by 20 percent;
- Local urban water suppliers are called on to implement their local water shortage contingency plans immediately to avoid or forestall outright restrictions that could become necessary later in the drought season;
- California residents should refrain from wasting water and in particular should:
 - Avoid using water to clean sidewalks, driveways, parking lots and other hardscapes;
 - Turn off fountains and other decorative water features unless they use recycled or grey water;
 - Limit home vehicle washing by patronizing local carwashes that recycle water;
 - Limit outdoor watering of lawns and landscaping to not more than two times a week;
- Recreational facilities such as parks and golf courses and large institutional complexes, such as school and business parks, should immediately implement water reduction plans to reduce the use of potable water for outdoor irrigation;
- Hotels and restaurants should reduce water usage and increase public awareness of the drought by offering drinking water only upon request and providing customers with options to avoid daily washing of towels or sheets;

- Architectural and landscaping provisions of a common interest development that prohibit compliance with any local or state water conservation measures, such as landscaping installation or maintenance requirements, are void and unenforceable; and

WHEREAS, in July 2014 the Water Board adopted emergency regulations requiring local agencies to adopt mandatory conservation measures, and on March 10, 2015 Water Board staff proposed that the Water Board re-adopt all 2014 measures, plus additional mandatory conservation measures on March 17, 2015; and

WHEREAS, in May 2014 the Water Board issued mandatory curtailment notices affecting virtually all post-1914 consumptive water rights, on January 23, 2015 the Water Board sent a notice of potential curtailment of diversions of all water rights in 2015 to the District and other water rights holders in California, and on February 4, 2015 the Water Board issued an Information Order to the District and other holders of riparian and pre-1914 water rights in California, requiring proof of those rights' validity, reporting of their use in 2014, projections of 2015 use, and monthly updates of actual 2015 use; and

APPLICABLE LAW, REGULATION, AND POLICY

WHEREAS, Public Resources Code section 21080(b)(4) and CEQA Guidelines section 15269(c) exempt from CEQA any actions that are necessary to prevent or mitigate an emergency; and

WHEREAS, CEQA Guidelines section 15359 defines "emergency" as "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to life, health, property, or essential public services;" and

1 **WHEREAS**, Public Contract Code section 20567 authorizes irrigation districts to let
 2 contracts without notice for bids in case of an emergency; and

3 **WHEREAS**, Public Contract Code section 22050(a)(2) requires that before action is
 4 taken to procure equipment, services, and supplies without giving notice for bids, the governing
 5 body must first make a finding, based on substantial evidence set forth in the minutes of its
 6 meeting, that the emergency will not permit a delay resulting from a competitive solicitation for
 7 bids, and that the action is necessary to respond to the emergency; and

8 **WHEREAS**, Public Contract Code section 11102 defines “emergency” as “a sudden,
 9 unexpected occurrence that poses a clear and imminent danger, requiring immediate action to
 10 prevent or mitigate the loss or impairment of life, health, property, or essential public services;”
 11 and

12 **WHEREAS**, District Board Policy 2050 authorizes the District’s General Manager to act
 13 “in emergency situations where no Board Policies or Administrative Regulations exist;” and

14 **WHEREAS**, District Administrative Regulation 3061.1, subdivision g, authorizes
 15 emergency procurements of supplies, equipment, services, or construction items when there
 16 exists a threat to public health, welfare, or safety, and requires Board of Directors ratification of
 17 emergency procurements exceeding \$50,000; and

18 **WHEREAS**, on March 1, 2014, the Governor signed SB 103 and SB 104 into law,
 19 making \$687.4 million available for drought relief, including \$549 million of accelerated
 20 infrastructure grants for projects included in Integrated Regional Water Management Plans
 21 (IRWMPs); and

22 **WHEREAS**, on November 4, 2014 California voters approved a \$7.5 billion water bond
 23 measure that includes funding for projects in many categories, including IRWMPs; and

1 **WHEREAS**, beginning on February 4, 2014, the Board has adopted or ratified resolutions
2 declaring and maintaining continuously in place an emergency and a Stage 2 Water Warning due
3 to drought conditions; and
4

5 **WHEREAS**, the Board adopted the staff-prepared Drought Action Plan on February 4,
6 2014, and approved revisions to the Drought Action Plan on April 14, 2014 and now wishes to
7 approve further revisions to the Drought Action Plan;

8 **NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the Board of
9 Directors of the El Dorado Irrigation District (Board) as follows:
10

- 11 1. The Board concurs with and adopts the findings of the Governor's January 17 and
12 April 25, 2014 emergency proclamations.
- 13 2. The Board approves the further revised Drought Action Plan as separately adopted
14 by Board motion on March 23, 2015.
- 15 3. The Board renews and continues a Stage 2 Water Warning.
- 16 4. The Board finds and declares that the current drought conditions constitute an
17 emergency within the meaning of CEQA Guidelines section 15359, Public
18 Contracts Code section 11102, District Board Policy 2050, and District
19 Administrative Regulation 3061.1, subdivision g.
- 20 5. The Board finds and declares that the adoption of this Resolution and all of the
21 delegations, authorizations, and directions to the General Manager and District
22 staff specified in paragraph 7, below, satisfy the requirements and criteria of
23 Public Resources Code section 21080(b)(4), CEQA Guidelines section 15269(c),
24 and Public Contract Code sections 22050(a)(2) and 20567.
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- 1 6. The foregoing findings and declarations are based upon all written, oral, and
2 visual evidence, including both facts and professional opinions, presented to the
3 Board at the meetings of February 4, 10, and 24, March 10 and 24, and April 2,
4 14, and 28, May 12, and June 9, 2014, March 9, 2015, and at the hearing of this
5 Resolution.
6
- 7 7. The Board hereby delegates, authorizes, and directs the District General Manager
8 and his designees to take all actions reasonably deemed necessary to respond to
9 the emergency conditions declared herein, including but not limited to the
10 following specific actions:
11
 - 12 a. Pursue a new proposal with the Water Board for a temporary modification of
13 the minimum instream flow requirements prescribed for the Deer Creek
14 Wastewater Treatment Plant by Water Rights Order No. WR 95-9, to again
15 minimize potable water supplementation of the recycled water system in 2015.
16
 - 17 b. Continue consultation with and obtain all necessary regulatory approvals from
18 the Federal Energy Regulatory Commission, U.S. Forest Service, Water
19 Board, the California Department of Fish and Wildlife, and members of the
20 Project 184 Ecological Resources Committee for temporary variances to
21 Project 184's instream flow requirements as necessary to enhance and
22 conserve Project 184 water storage for consumptive water supplies and future
23 instream flows for as long as drought conditions persist.
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 - 25 c. Implement all Stage 2 drought actions detailed in Exhibit A.
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- d. Enter into professional services and construction contracts as reasonably deemed necessary to expedite the preservation and enhancement of water supply availability for the District’s customers.
- e. Report to and seek ratification of the Board for any actions taken in excess of normal authority or authority expressly granted by this Resolution, at the first regular Board meeting held after each such action.
- f. Continue to report to the Board at least monthly, and more often if necessary, on the current status of the drought conditions, responsive actions taken, weekly water usage data, and the need, if any, for further Board actions, including a Stage 3 drought declaration and the declaration of a Stage 4 water supply emergency.

8. This Resolution shall take effect immediately upon adoption. Subject to the ratification required by Public Contract Code sections 22050(b)(3), (c)(1), and (c)(2), and by District Administrative Regulation 3061.1, subdivision g, this Resolution shall remain in full force and effect until rescinded by a subsequent Resolution of the Board of Directors.

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1 The foregoing Resolution was introduced at a special meeting of the Board of Directors of the
2 EL DORADO IRRIGATION DISTRICT held on the 23rd day of March, 2015 by Director
3 Osborne, who moved its adoption. The motion was seconded by Director Day, and a poll vote
4 was taken which stood as follows:

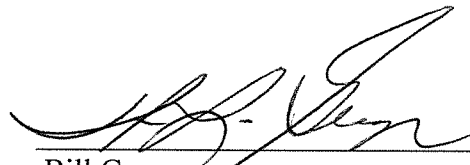
5 AYES: Directors Osborne, Coco, Prada, George, and Day

6 NOES:

7 ABSTAIN:

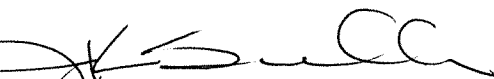
8 ABSENT:

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

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13 

14 Bill George
15 President, Board of Directors of
16 EL DORADO IRRIGATION DISTRICT

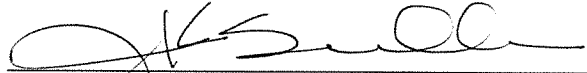
17 ATTEST:

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19 

20 Jennifer Sullivan
21 Clerk to the Board

22 (SEAL)
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1 I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT hereby
2 certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of
3 Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a special
4 meeting of the Board of Directors held on the 23rd day of March, 2015.
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9 Jennifer Sullivan
10 Clerk to the Board
11 EL DORADO IRRIGATION DISTRICT
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EL DORADO IRRIGATION DISTRICT

Subject: Consideration to award a uniform and facility services contract to Cintas Corporation through the US Communities Government Purchasing Alliance for a term of three years in the estimated amount of \$60,000 per year.

Previous Board Action:

None

Board Policies (BP), Administrative Regulations (AR), and Board Authority:

BP 3060 and AR 3061.04 state that a single contract or commitment shall not exceed \$50,000 without approval by the Board of Directors.

Summary of Issue:

The District currently receives uniform rental and facility services from Cintas Corporation. By contracting with Cintas for these same services through the US Communities Government Purchasing Alliance the District will benefit from lower costs for these services.

Staff Analysis/Evaluation:

The District's Water and Wastewater treatment plants, Wastewater Collections and the Fleet Maintenance divisions currently receive uniform rental and facility services from Cintas. Previously, the District was receiving these services from a different service provider. There were concerns that the Flame Resistant (FR) garments that the District was required to provide were not being properly laundered. There were also other service issues, such as lost garments and invoicing problems. Due to these service provider issues, the District's purchasing department issued a Request for Proposal in 2010 for uniform services. Several companies were evaluated and their uniforms sampled. Cintas was selected to receive the annual contract. District staff was recently surveyed and they are very satisfied with the garments and the services that Cintas provides. Cintas recently approached the District with the opportunity to contract for their services utilizing the US Communities Government Purchasing Alliance contract. These are competitively bid public agency contracts. The lead agency for this contract is the Harford County Public Schools District in Maryland. US Communities oversees the bidding and contracting process to ensure it complies with generally accepted public purchasing requirements. The District is registered with the US Communities Governmental Purchasing Alliance; therefore, we are able to utilize their contracts and receive the benefits of cooperative purchasing. The cost savings on certain items range from 6% to 51%. The current annual cost for these services is approximately \$65,000 per year. Under the terms of a new contract, the total estimated annual cost would be about \$60,000.

Board Decisions/Options:

Option 1: Award a uniform and facility services contract to Cintas Corporation through the US Communities Government Purchasing Alliance for a term of three years in the estimated amount of \$60,000 per year.

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

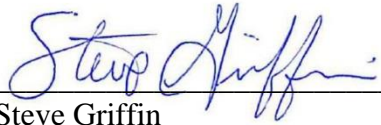
Option 3: Take no action.

Staff/General Manager's Recommendation:

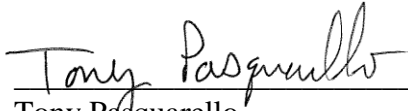
Option 1.

Supporting Documents Attached:

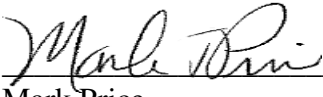
A. Cintas Facilities Solutions Agreement and associated documents.



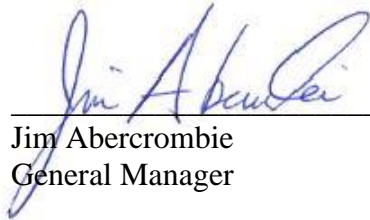
Steve Griffin
General Services Supervisor



Tony Pasquarello
Accounting Manager



Mark Price
Finance Director



Jim Abercrombie
General Manager



Location No. 622

Contract No. 6840

FACILITIES SOLUTIONS AGREEMENT

Customer No. 6840, 6837, 7318, 0041

Date 7/68

Customer/Participating Agency El Dorado Irrigation District Phone (530) 642-4105

Address 2890 Mosquito Rd City Placerville State CA Zip 95667

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	See Exhibit (A)	

- This agreement is effective as of the date of execution of this document through _____. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.95 ea • Company Emblem \$ 3.75 ea
- Customer Emblem \$ _____ ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms – Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 75 per delivery.
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.35 per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container \$ _____ per week.
- Artwork Charge for Logo Mat \$ _____
- Uniform Storage Lockers: \$ _____ ea/week, Laundry Lock-up: \$ 3.57 ea/week Shipping: \$ _____
- Service Charge \$ _____ per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employees size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		See Exhibit (A)			

*Indicated bundled items/services

Initial and check box if Unilease. All Garments will be cleaned by customer

Date _____

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control

Date _____

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 622 CUSTOMER: _____ Please Sign Name _____

By: Scott Tri'como Please Print Name _____

Title: Service manager Please Print Title _____

Accepted-GM: _____ Email _____

US Communities Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Contractor under this Contract, but only to the extent of Contractor's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, for non-payment by Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prepared By Scott Tricomo
 Cell: (916) 798-2904
 Tricomos@cintas.com

El Dorado Irrigation District

New Pricing
 3/31/2015



X

Item	Current \$	Proposed \$	SAVINGS	% of Savings
Service Charge	\$6.60	\$6.60	\$0.00	0
Uniform Advantage	\$0.10	\$0.10	\$0.00	0
3X5 Scraper Mat	\$4.41	\$2.18	\$2.27	51%
4x6 Scraper Mat	\$3.14	\$2.54	\$0.64	20.30%
Shop Towel -Red	\$0.11	\$0.11	\$0.00	0
MM Air Freshner Service	\$2.85	\$2.93	\$0.00	0
Center Pull Paper Towel	\$9.50	\$6.42	\$3.20	34%
JRT. Toilet Paper	\$6.00	\$4.59	\$1.41	24%
Toilet Seat Cover	\$1.58	\$1.58	\$0.00	0
Moisturizing Soap Service	\$2.25	\$1.82	\$0.47	20.80%
Hvy. Duty Scrub Soap	\$2.85	\$2.37	\$0.00	0
3x5 Mat (Weekly)	\$3.41	\$2.04	\$1.41	41.30%
4X6 Mat (Weekly)	\$4.25	\$2.52	\$1.78	41.80%
3X10 Mat (Weekly)	\$5.30	\$3.00	\$2.36	44.50%
381 Carhartt Jean	\$0.46	\$0.46	\$0.00	0
384 Carhartt Work Shirt	\$0.44	\$0.40	\$0.04	9%
382 Carhartt Carpenter Jean	\$0.46	\$0.46	\$0.00	0
280 Carhartt FR. Jean	\$0.75	\$0.75	\$0.00	0
383 Carhartt Work Dungaree	\$0.56	\$0.46	\$0.10	17.80%
970 Hip Length Jacket	\$0.59	\$0.41	\$0.18	30.50%
677 Perma Lined Jacket	\$0.51	\$0.44	\$0.08	15.60%
912 Coverall	\$0.41	\$0.31	\$0.11	26.80%
Laundry Lock Up	\$2.50	\$2.50	\$0.00	0
Hair And Body Wash	\$2.45	\$2.04	\$0.45	18.30%
Sig. Z Fold RFL. Paper	\$32.00	\$30.00	\$2.00	6.20%
80308 FR. Jacket	\$1.25	\$1.25	\$0.00	0
Cotton Work Shirt	\$0.29	\$0.24	\$0.05	17.20%
	\$95.02	\$78.52	\$16.55	17.40%



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

CONTRACT #12-JLH-011C RENEWAL
April 1, 2015 – March 31, 2017

This contract renewal is made and entered into this 15th day of September, 2014, by Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor), and Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-JLH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2015 through March 31, 2017.
2. Pricing structures, all other terms, conditions and provisions of the Contract remain in effect.

One additional renewal option for two (2) years still remains available.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 11/24/14

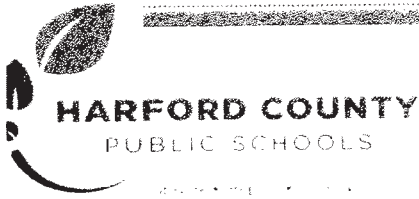
CINTAS

By: [Signature]
Signature

Name: Craig Johnson

Title: Global Account Manager

Date: 11/20/14



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #3
CONTRACT #12-JLH-011C
FACILITIES SOLUTIONS

This Amendment dated September 2, 2014 is entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JOH-011C signed by the parties on April 1, 2012.

The Parties hereby further agree to the following:

To accept the Cintas Facilities Solutions Agreement, (attached herein) and all of its language, terms and conditions, as part of the Master Agreement #12-JOH-011C.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

Cintas Corporation

By: Grant Jackson
print name

[Signature]
signature

Title: Global Account Manager

Date: 9/2/14

Harford County Public Schools

By: Jeffrey LaPorta
print name

[Signature]
signature

Title: Supervisor of Purchasing

Date: 9/2/14



FACILITIES SOLUTIONS AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Main Corporate Code → 50716

Tile & Carpet Corporate Code → 50717

Date _____

Customer/Participating Agency _____

Phone _____

Address _____ City _____ State _____ Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

- This agreement is effective as of this date _____, for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).
- Name Emblem \$ _____ ea • Company Emblem \$ _____ ea
- Customer Emblem \$ _____ ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms – Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ _____ per delivery.
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container \$ _____ per week.
- Artwork Charge for Logo Mat \$ _____
- Uniform Storage Lockers: \$ _____ ea/week, Laundry Lock-up: \$ _____ ea/week Shipping: \$ _____
- Service Charge \$ _____ per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employees size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

Initial and check box if Unlease. All Garments will be cleaned by customer

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

US Communities Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. **Master Agreement available at www.uscommunities.org**

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #2
CONTRACT #12-JLH-011C
FACILITIES SOLUTIONS

This Amendment dated May 2, 2014 (the Execution Date) is entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JOH-011C signed by the parties on April 1, 2012.

The Parties hereby further agree to the following:

A price increase of 1.9% on all invoices, effective as of the date of this Amendment. This price increase is effective for all prices, service charges, preparation fees, emblems and loss/replacement values and will affect the services with Cintas' Uniform Rental and Facility Services business divisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

Cintas Corporation

By: Craig Jackson
print name

[Signature]
signature

Title: Global Account Manager

Date: 5/2/14

Harford County Public Schools

By: Jeffrey LaPorta
print name

[Signature]
signature

Title: Supervisor of Purchasing

Date: 5/2/14



HARFORD COUNTY

Public Schools

Robert M. Tomback, Ph.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Office

Jeffrey LaPorta, Supervisor of Purchasing
P:410.638.4083

**HARFORD COUNTY PUBLIC SCHOOLS
CONTRACT AMENDMENT #1
RFP# 12-JLH-011
FACILITIES SOLUTIONS**

This amendment dated November 12, 2012 (hereinafter "Execution Date") is entered into between CINTAS CORP, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, and Harford County Public Schools, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014 or any of its subsidiaries, successors and assigns. This document amends the Master Agreement #12-JLH-011C signed by the parties April 1, 2012.

The Parties hereby further agree as follows:

CINTAS may provide to Harford County Public Schools and other participating public agencies who have registered with U.S. Communities any product or service in its enterprise not specifically referenced in the RFP # 12-JLH-011. Pricing for such products or services shall be maintained at a discount of no less than 10% on national voluntary book pricing. Where no national voluntary book pricing exists, local book pricing with a discount of no less than 10% shall prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

CINTAS CORPORATION

By: [Signature]
Title: Sr. Global Acct Mgr
Date: 11/12/12

HARFORD COUNTY PUBLIC SCHOOLS

By: [Signature]
Title: Supervisor of Purchasing
Date: 11/15/12

MASTER AGREEMENT:
By and between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Avenue
Bel Air, MD 21014
AND
Cintas Corporation
6800 Cintas Blvd.
Mason, OH 45040

Contract #12-JLH-011C

THIS MASTER AGREEMENT made and entered into this 1st day of April, 2012, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Cintas Corporation, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver facilities solutions including the rental and service of uniforms, mats, mops and towels, and other related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP #12-JLH-011, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:

- A. Services:** Supplier will provide Facilities Solutions as detailed in the referenced RFP and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Agreement.
- B. Term:** The initial term of this Master Agreement shall be three (3) years from on or about April 1, 2012. This Master Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- C. Compensation:** HCPS agrees to pay and Supplier agrees to accept as compensation for the

products provided pursuant to this Master Agreement, the following:

1. The price proposal set forth in the best and final RFP Response, dated March 15, 2012 and marked Amendment 1.

- D. **Invoicing:** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- E. **Insurance:** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- F. **Termination of Contract:** This contract may be terminated as per the General Information of the RFP, Section 1, K (page 5) and General Requirements, Attachment G, VIII (page 85-86).
- G. **Notification:** Notices under this Master Agreement shall be addressed as follows:

Jeffrey LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

Supplier: Cintas Corporation
Attn: Craig Jackson, Senior Global Account Manager
Address: 6800 Cintas Blvd
Mason, OH 45040
Phone: 513-459-1200

The effective date of any notice under this Master Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Agreement, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement. This Master Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

- H. **Governing Law:** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- I. **Incorporation of Appendices:** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Agreement. In the event of any

apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Agreement shall control.


- J. **Entire Master Agreement:** This Master Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1 is also included and becomes part of the Master Agreement.


- K. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

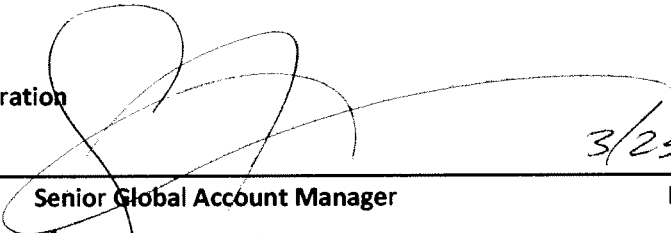
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/2/12
Superintendent of Schools Date

by  4/10/12
Date

(Signature) President (Date)
Board of Education of Harford County
Attest: 

Cintas Corporation
by  3/23/12
Senior Global Account Manager Date

Attest:  3/23/12

EL DORADO IRRIGATION DISTRICT

Subject:

Consideration to award a second one-year contract extension for bid P13-01 to Doug Veerkamp General Engineering, Inc. for an estimated \$440,000 to perform as-needed asphalt patch-paving services for a total contract length of three years.

Previous Board Action:

April 8, 2013: Board awarded bid P13-01 to Doug Veerkamp General Engineering, Inc. for asphalt patch-paving for one year.

May 12, 2014: Board awarded a one-year contract extension to bid P13-01 to Doug Veerkamp General Engineering, Inc.

December 8, 2014: Board adopted the 2015-2016 Operating Budget.

Board Policies (BP) and Administrative Regulations (AR):

BP 3060 and AR 3061.04 require Board approval for all purchases over \$50,000.

Summary of Issue(s):

The purpose of this item is to award a one-year contract extension to Doug Veerkamp General Engineering, Inc. to continue performing as-needed asphalt patch-paving services for a total contract length of three years.

Staff Analysis/Evaluation:

Asphalt patch-paving is required in roadways throughout the District. This is a result of District maintenance staff performing service repairs to District pipelines beneath roadway surfaces. In addition, some patch-paving repairs require the use of specialized equipment. Operations has found it cost-effective to contract out this work in order to complete road repairs in a timely manner, prevent a backlog of patch paving and conduct road repairs requiring specialized equipment.

However, one small patch-paving job may produce relatively little revenue for a contractor considering the labor and equipment required to do each job. Furthermore, the El Dorado County DOT traffic control requirements are additional tasks to fulfill in relation to a small patch-paving job. The need to mobilize staff and equipment quickly for a small job can be costly. These factors present difficulty for all contractors based outside of El Dorado County and even for some located within the County. This has resulted in few bid responses when the District has solicited patch-paving bids over the last several years. Doug Veerkamp General Engineering, Inc. was the sole bidder in 2013 when the existing contract was originally awarded.

An extension to the existing contract for a second year was negotiated with Veerkamp in 2014. This extension included a 2% price increase to the original bid prices for all services except for traffic line painting.

As part of this request for a third year and final extension to the agreement, Doug Veerkamp General Engineering, Inc. has requested an additional 2% price increase to all services. This is due to prevailing wage increases that go into effect June 29, 2015. The wage increases are \$2.10 per hour for operating engineers and \$1.40 per hour for laborers related to highway work performing services on public works projects in El Dorado County. The chart below provides contract price details.

2014 Contract Prices (includes 2% price increase from 2013 original bid prices)					Proposed 2015 Prices; additional 2% Increase
ITEM	JOB SIZE	APPROXIMATE TOTAL	UNIT PRICE	TOTAL	TOTAL
1. Asphalt Patch- Paving	a) 1-300 sq. ft.	16,000 sq. ft.	\$10.78	\$172,480	\$176,000
	b) 301-1,000 sq. ft.	8,000 sq. ft.	\$10.43	\$83,440	\$85,109
	c) 1,001 sq. ft. and above	8,000 sq. ft.	\$10.09	\$80,720	\$82,320
2. Chip Sealing	a) 1-300 sq. ft.	16,000 sq. ft.	\$2.60	\$41,600	\$42,400
	b) 301-1,000 sq. ft.	8,000 sq. ft.	\$2.55	\$20,400	\$20,800
	c) 1,001 sq. ft. and above	8,000 sq. ft.	\$2.50	\$19,600	\$19,992
3. Slurry Sealing	All	2,000 sq. ft.	\$2.00	\$4,000	\$4,080
4. Traffic Line Painting	All	1,000 Linear Feet	\$8.83	\$8,830	\$9,010
APPROXIMATE 2014-2015 COSTS: \$431,000					2015-2016 ESTIMATED TOTAL: \$440,000

The District has received good service and value from Veerkamp for these services and therefore recommends the Board award a one-year extension to the existing contract for a total contract length of three years. The total amount of patch-paving services is an estimate of what the District may require within the period of one year. The unit prices will determine payment for work actually performed.

Board Decision/Options:

Option 1: Award a second one-year contract extension for bid P13-01 to Doug Veerkamp General Engineering, Inc. for an estimated \$440,000 to perform as-needed asphalt patch-paving services for a total contract length of three years.

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

Option 3: Take no action.

Staff/General Manager's Recommendation:

Option 1.


Support Documents Attached:

A. 2013 Bid from Doug Veerkamp General Engineering, Inc.

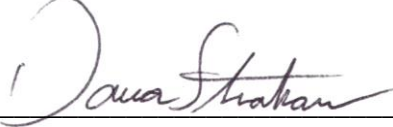
B. 2014 Price Sheet from Doug Veerkamp General Engineering, Inc.

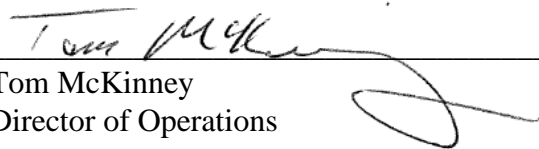
C. 2015 Price Sheet from Doug Veerkamp General Engineering, Inc.


D. CA Department Of Industrial Relations Predetermined Wage Increase Announcements.

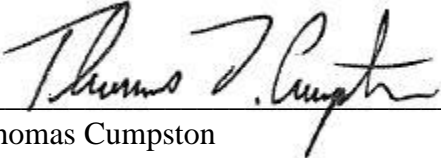

Edward Ruiz
Buyer, General Services

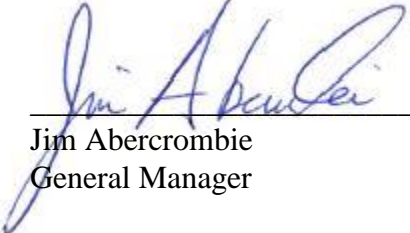

Steve Griffin
General Services Supervisor


Dana Strahan
Division Manager – Water Operations


Tom McKinney
Director of Operations


Mark Price
Director of Finance


Thomas Cumpston
General Counsel


Jim Abercrombie
General Manager

RFB # P13-01 ASPHALT PATCH PAVING

- (b) Bidder has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by District is acceptable to Contractor.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following List of Bid Prices:
5. SCHEDULE OF BID PRICES All Bid items, including lump sums, unit prices and alternates, must be filled in completely. Quote in figures only, unless words are specifically requested. The Unit Price (price per square and linear foot) will reflect the all-inclusive cost related to the work unto completion. Bids received that do not include all items bid will not be accepted.

ITEM	JOB SIZE	TOTAL ESTIMATE	UNIT PRICE	TOTAL
1. Asphalt Patch Paving	a) 1-300 sq. ft.	8,000 sq. ft.	\$ <u>10.57</u>	\$ <u>84,560</u>
	b) 301-1,000 sq. ft.	4,000 sq. ft.	\$ <u>10.23</u>	\$ <u>40,920</u>
	c) 1,001 sq. ft. and above	4,000 sq. ft.	\$ <u>9.89</u>	\$ <u>39,560</u>
2. Chip Sealing	a) 1-300 sq. ft.	8,000 sq. ft.	\$ <u>2.55</u>	\$ <u>20,400</u>
	b) 301-1,000 sq. ft.	4,000 sq. ft.	\$ <u>2.50</u>	\$ <u>10,000</u>
	c) 1,001 sq. ft. and above	4,000 sq. ft.	\$ <u>2.45</u>	\$ <u>9,800</u>
3. Slurry Sealing	Any	2,000 sq. ft.	\$ <u>1.97</u>	\$ <u>3,940</u>
4. Traffic Line Painting	Any	1,000 Linear Feet	\$ <u>8.83</u>	\$ <u>8,830</u>

TOTAL BID PRICE \$ 218,010⁰⁰Total Bid Price in Words: TWO HUNDRED EIGHTEEN THOUSAND TEN & ⁰⁰/₁₀₀ DOLLARSCompany Name: DOUG VEERKAMP GEN. ENG. INC. Bidders Initials: DBV

NAME OF BIDDER: DOUG VEERKAMP GENERAL ENGINEERING, INC.
 licensed in accordance with an act for the registration of Contractors, and with license
 number: 440233
 Expiration: 07-31-2014

CALIFORNIA
 Where incorporated, if applicable

DOUGLAS B. VEERKAMP, President
LORI VEERKAMP, Secty/Treas.
MATTHEW VEERKAMP, V.P.
LONI BREWSTER, V.P.
 Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Douglas B. Veerkamp
 Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 2585 COLD SPRINGS RD
PLACERVILLE CA 95667

Officers authorized to sign contracts: DOUGLAS B. VEERKAMP, President

Telephone Number(s): 530-676-0825

Fax Number(s): 530-676-0826

E-Mail address: tony.adams@dougveerkamp.com

Federal ID Number: 68-0462256

Date of Bid: MARCH 21, 2013

END OF DOCUMENT

Doug Veerkamp
Lic No. 440233

GENERAL ENGINEERING, INC.
2585 Cold Springs Road • Placerville, CA 95667
Phone: (916) 933-7077 • Fax: (916) 933-7078

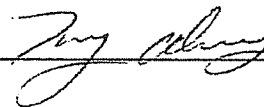
EID PATCH PAVING 2014

Item	Description	Quantity	Unit	Unit Price	Total
#1	ASPHALT PATCH PAVING "A"	8,000	SF	\$10.78	\$86,240.00
#2	ASPHALT PATCHING "B"	4,000	SF	\$10.43	\$41,720.00
#3	ASPHALT PATCHING "C"	4,000	SF	\$10.09	\$40,360.00
#4	CHIP SEALING "A"	8,000	SF	\$2.60	\$20,800.00
#5	CHIP SEALING "B"	4,000	SF	\$2.55	\$10,200.00
#6	CHIP SEALING "C"	4,000	SF	\$2.50	\$10,000.00
#7	SLURRY SEALING	2,000	SF	\$2.00	\$4,000.00
#8	TRAFFIC LINE PAINTING	1,000	LF	\$8.83	\$8,830.00

GRAND TOTAL

\$222,150

Doug Veerkamp General Engineering Signature:



Date: 5-2-14



Lic. No. 440233

GENERAL ENGINEERING, INC.

2585 Cold Springs Road • Placerville, CA 95667

Phone: (530) 676-0825 • Fax: (530) 676-0826

May 14, 2015

El Dorado Irrigation District
 2890 Mosquito Rd
 Placerville, CA 95667
 Attn: Edward Ruiz

Re: *EID Patch Paving 2015 Contract Extension*

Dear Mr. Ruiz,

Thank you for providing the information regarding the EID Patch Paving contract Extension for 2015. After speaking to you, Tony Adams and I confirmed the labor and operator rate increases for prevailing wage that are scheduled to take effect on Jun 29, 2015. After applying the new rates to our 2014 unit prices the result is a 2%- 3% increase. We are proposing a 2% price increase for the 2015 contract extension, which is shown below. Please let me know if this is acceptable.

Item	Description	Unit Price per 2014 extension	Price Increase	Proposed Unit Price for 2015 Extension
1	Asphalt Patch Paving "A"	\$ 10.78	2%	\$ 11.00
2	Asphalt Patch Paving "B"	\$ 10.43	2%	\$ 10.64
3	Asphalt Patch Paving "C"	\$ 10.09	2%	\$ 10.29
4	Chip Sealing "A"	\$ 2.60	2%	\$ 2.65
5	Chip Sealing "B"	\$ 2.55	2%	\$ 2.60
6	Chip Sealing "C"	\$ 2.50	2%	\$ 2.55
7	Slurry Sealing	\$ 2.00	2%	\$ 2.04
8	Traffic Line Painting	\$ 8.83	2%	\$ 9.01

Sincerely,

DOUG VEERKAMP GENERAL ENGINEERING, INC.

Eric Wunschel

STATE OF CALIFORNIA

Edmund G. Brown Jr., Governor

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



PREDETERMINED INCREASES FOR

OPERATING ENGINEER (HEAVY & HIGHWAY WORK) (NC-23-63-1-2015-1)**OPERATING ENGINEER (BUILDING CONSTRUCTION) (NC-23-63-1-2015-1A)****PILE DRIVER (OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2015-1B)****PILE DRIVER (OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2015-1B1)****STEEL ERECTOR AND FABRICATOR****(OPERATING ENGINEER – HEAVY & HIGHWAY WORK) (NC-23-63-1-2015-1D)****STEEL ERECTOR AND FABRICATOR****(OPERATING ENGINEER – BUILDING CONSTRUCTION) (NC-23-63-1-2015-1D1)****TUNNEL/UNDERGROUND****(OPERATING ENGINEER – HEAVY AND HIGHWAY WORK) (NC-23-63-1-2015-1C)**

ALL LOCALITIES WITHIN ALAMEDA¹, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA¹, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN¹, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO¹, SAN JOAQUIN, SAN MATEO¹, SANTA CLARA¹, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO¹, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES

¹ County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer – Building Construction), and Pile Driver (Operating Engineer – Building Construction).

This predetermined increase(s) for the above named craft(s) applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **March 4, 2015**, until the determination(s) is/are superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

OPERATING ENGINEER: All Classifications (Areas 1 and 2), and All Shifts

The above determinations are currently in effect and expire on June 28, 2015**.

Effective June 29, 2015, there will be an increase of \$2.10 to be allocated as follows: \$1.12 to the Basic Hourly Rate, \$0.25 to Health & Welfare, \$0.63 to Pension, \$0.05 to Vacation/Holiday, and \$0.05 to Training.

There will be no further increases applicable to these determinations.

Issued 2/22/2015, Effective 3/4/2015 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: 3/12/2015

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS
(Determination NC-23-102-1-2015-1)

LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)
(Determination NC-23-102-1-2015-1A)

IN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

These predetermined increases apply to the above referenced determinations for work being performed on public works projects with bid advertisement dates on or after **March 4, 2015** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination that was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORERS: All Classifications, and All Shifts

Determinations NC-23-102-1-2015-1 and NC-23-102-1-2015-1A are currently in effect and expire on June 28, 2015**.

- Effective **June 29, 2015**, there will be an increase of \$1.40 to be allocated to wages and/or fringes.
- Effective **June 27, 2016**, there will be an increase of \$1.50 to be allocated to wages and/or fringes.
- Effective **June 26, 2017**, there will be an increase of \$1.60 to be allocated to wages and/or fringes.
- Effective **June 25, 2018**, there will be an increase of \$1.65 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

Issued 2/22/2015, Effective 3/4/2015 until superseded.

This page will updated when wage rate breakdown information becomes available.
Last Updated: March 4, 2015

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consideration to award contracts for on-call construction inspection services through December 31, 2016.

Previous Board Actions:

October 15, 2013 – The Board awarded contracts to 61 firms for on-call professional services from January 1, 2014 through December 31, 2016.

Board Policies (BP) and Administrative Regulations (AR):

BP 3060 states that the District is to administer contracts using a fair, open, and competitive process that avoids conflicts of interest, collusion, and favoritism.

AR 3061.05 allows the District to solicit qualifications and proposals from professional service providers through a formal solicitation process that meets the criteria of BP3060, and from the responses to such a solicitation, establish a list of on-call providers.

Summary of Issue:

The District has a need to provide additional construction inspection services to supplement existing staffing resources on an as-needed basis to provide adequate inspection of the District's capital improvement projects and developer projects.

Staff Analysis/Evaluation:

With development activity increasing and continued implementation of the District's Capital Improvement Plan, additional construction inspection resources are needed to ensure projects and facilities are constructed to District standards.

The District advertised a request for proposals from construction management, inspection and engineering firms to provide supplemental construction inspection staff on an on-call basis. The District previously awarded on-call contracts for a variety of other professional services in 2013, effective until the end of 2016. The construction inspection on-call contracts will be added to the overall on-call list and also will be effective until December 31, 2016. A total of eleven proposals were received. A team of District staff reviewed the proposals and recommends award of three on-call contracts to Domenichelli and Associates, ICM and Psomas.

The contracts are general in nature and subsequent cost proposals will be requested for specific projects as needed. All-inclusive, hourly rates are established at the outset of the contract and cannot be increased at any time during the three-year term. Thus, when the District seeks proposals for a specific task under the on-call contract, the consultant must use the hourly rates and team members listed in its contract in submitting a proposal.

In awarding an on-call contract, the District is not guaranteeing any work or payment to any consultant. Instead, the District is creating a contractual relationship that expedites the performance of individual projects by having access to a list of inspectors. When a project inspection need arises, the District may, in its discretion, seek proposals from consultants on the on-call list. On-call lists will only be used for projects requiring inspection services estimated at \$100,000 or less. All projects of more than \$50,000 will continue to be brought back to the Board for approval prior to award.

Financial impact

For inspection services on developer projects, the District requires the developer to submit a deposit for inspection services up front, and all inspection costs are reimbursed, resulting in no cost impact to the District. Inspection services for District capital projects are included in capitalized labor funding requests.

Board Decisions/Options:

- Option 1 – Award contracts for on-call construction inspection services through December 31, 2016, to the firms listed on the Notice of Intent to Award for Inspection Services
- Option 2 – Take other action as directed by the Board
- Option 3 – Take no action

Staff/General Manager’s Recommendation:

Option 1

Support Documents:

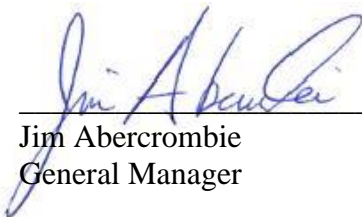
A. Notice of Intent to Award for Inspection Services



Brian Mueller
Director of Engineering



Mark Price
Director of Finance



Jim Abercrombie
General Manager

NOTICE OF INTENT TO AWARD FOR PROFESSIONAL SERVICES


DATE POSTED: May 18, 2015

PROJECT TITLE: On-Call Construction Inspection Services through December 31, 2016

RFP No.: RFP15-02

On May 26, 2015, the Board of Directors of the El Dorado Irrigation District will consider award of the above referenced contracts to:

1. Domenichelli & Associates, Inc.
2. ICM Group, Inc.
3. PSOMAS

Signature:  Date: 5-18-15
Brian Mueller, P.E., Director of Engineering

END OF DOCUMENT

EL DORADO IRRIGATION DISTRICT

Subject:

Consideration to adopt a resolution in support of the nomination of Director Bill George to serve on the Association of California Water Agencies (ACWA) Region 3 Board of Directors.

Previous Board Action:

June 22, 2009 – Nominated Director Bill George to serve on the ACWA Region 3 Board of Directors

June 27, 2011 – Nominated Director Bill George to serve on the ACWA Region 3 Board of Directors

June 10, 2013 – Nominated Director Bill George to serve on the ACWA Region 3 Board of Directors

Board Policies (BP), Administrative Regulations (AR), and Board Authority:

BP 12100 states that the President with concurrence by the Board shall appoint Board representatives to various organizations and associations. These entities shall be identified in AR 12101 and updated annually in consultation with the General Manager and General Counsel. AR 12101 identifies ACWA as one of these entities.

Summary of Issue(s):

The ACWA Nominating Committee is looking for members who are interested in leading the direction of ACWA Region 3 for the 2016-2017 term. Director George has indicated a desire to continue to serve as a member of the Board of Directors of ACWA Region 3 for that term.

To be considered for a position on the Region 3 Board or as an officer, ACWA requires a Resolution of Support from an agency's Board of Directors. The resolution and a nomination request form must be submitted to ACWA by Tuesday, June 30, 2015. The Region 3 Nominating Committee will announce their recommended slate on July 31, 2015, and the elections will be completed by September 30, 2015. Candidates who are elected will begin their two-year term of service on January 1, 2016.

Board Decisions/Options:

Option 1: Concur with the Board President's request and adopt a resolution in support of the nomination of Director Bill George to the ACWA Region 3 Board of Directors.

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

Option 3: Take no action.

Staff/General Manager Recommendation:

Option 1.


Supporting Documents Attached:

A. Region Officer / Board Member Candidate Nomination Form

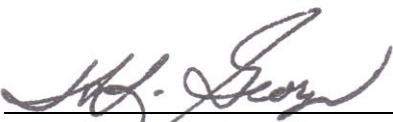
B. Proposed Resolution



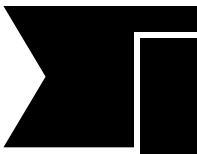
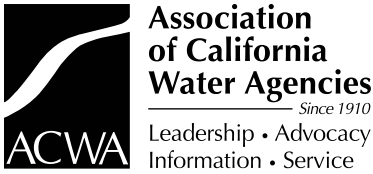
Jennifer Sullivan
Clerk to the Board



Jim Abercrombie
General Manager



Bill George
Board President



REGION BOARD CANDIDATE NOMINATION FORM

Name of Candidate: _____

Agency: _____ Title: _____

Agency Phone: _____ Direct Phone: _____

E-mail: _____ ACWA Region: _____ County: _____

Address: _____

Region Board Position Preference: (If you are interested in more than one position, please indicate priority – 1st, 2nd and 3rd choice)

- Chair _____
- Vice Chair _____
- Board Member _____

In the event, you are not chosen for the recommended slate, would you like to be listed on the ballot's individual candidate section? (If neither is selected, your name will **NOT** appear on the ballot.)

- Yes
- No

Agency Function(s): (check all that apply)

- Wholesale
- Sewage Treatment
- Flood Control
- Urban Water Supply
- Retailer
- Groundwater Management / Replenishment
- Ag Water Supply
- Wastewater Reclamation
- Other: _____

Describe your ACWA-related activities that help qualify you for this office:

In the space provided, please write or attach a brief, half-page bio summarizing the experience and qualifications that make you a viable candidate for ACWA Region leadership. Please include the number of years you have served in your current agency position, the number of years you have been involved in water issues and in what capacity you have been involved in the water community.

I acknowledge that the role of a region board member is to actively participate on the Region Board during my term, including attending region board and membership meetings, participating on region conference calls, participating in ACWA's Outreach Program, as well as other ACWA functions to set an example of commitment to the region and the association.

*I hereby submit my name for consideration by the Nominating Committee.
(Please attach a copy of your agency's resolution of support/sponsorship for your candidacy.)*

Signature Title Date

**Association of California Water Agencies
Region Board Candidate
Nomination Form**

Director Bill George
El Dorado Irrigation District

First elected in 2003, Bill George is now completing his third term and twelfth year as a Board Director of El Dorado Irrigation District. His colleagues on the Board selected him as their Vice President for 2006, 2011, and president for 2007, 2013 and 2015. Among many accomplishments during Bill's tenure as board president, the District received certification for Project 184—EID's hydroelectric power generation system—as meeting the state's renewable portfolio standard; began operation of EID's one-megawatt photovoltaic solar power facility that was built in collaboration with state agencies and private companies; completed a precedent-setting excavation of burial remains along the route for a new wastewater pipeline that involved a complex, successful partnership with local, state and tribal entities; won Pacific Gas and Electric Company's Golden Orb award for outstanding participation in demand-reduction programs; adopted a long-awaited master plan for Sly Park Recreation Area; and completed construction of three new tanks and a booster station to add drinking water and recycled water storage capacity.

Bill has been a participant in El Dorado Citizens for Water since 2003. His interest in and broad knowledge of water-related issues led to his selection as a member of the ACWA Region 3 Board in 2005. Bill is currently serving on the Region 3 Board as Chair and as a member of the ACWA Board of Directors. He currently serves as a board member of the Mountain Counties Water Resource Association and has served as Vice-President and President. He has been a board member of the Regional Water Authority since 2004, and on the Executive Committee of RWA since 2009, where he has served as both Vice-Chair and Chair.

On a more personal note, Bill is an avid pilot who flew volunteer missions for Angel Flight as well as search and rescue flights for the Sheriff's Air Squadron before selling his airplane. He also served on the El Dorado Airport Commission and Placerville Airport Advisory Committee for several years.

Bill has been a resident of El Dorado County for 25 years. He lived in Swansboro from 1998 until 2013, where he served as a member of the Swansboro Country Property Owner's Association Board of Directors from 2002 to 2003.

1 **RESOLUTION OF THE BOARD OF DIRECTORS OF**
2 **EL DORADO IRRIGATION DISTRICT**
3 **PLACING IN NOMINATION DIRECTOR BILL GEORGE**
4 **AS A MEMBER OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES**
5 **REGION CHAIR, VICE CHAIR, OR BOARD MEMBER**

6 BE IT RESOLVED BY THE BOARD OF DIRECTORS OF EL DORADO IRRIGATION
7 DISTRICT AS FOLLOWS:

8 A. Recitals

- 9 (i) The Board of Directors (Board) of the El Dorado Irrigation District does encourage
10 and support the participation of its members in the affairs of the Association of
11 California Water Agencies (ACWA).
- 12 (ii) Director Bill George is currently serving as Chair for ACWA Region 3 and
- 13 (iii) Director Bill George has indicated a desire to serve as a Chair, Vice Chair, or Board
14 Member of ACWA Region 3.

15 B. Resolves

16 NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF
17 EL DORADO IRRIGATION DISTRICT,

- 18 (i) Does place its full and unreserved support in the nomination of Director Bill George
19 for the Chair, Vice Chair, or Board Member of ACWA Region 3.
- 20 (ii) Does hereby determine that the expenses attendant with the service of Director Bill
21 George in ACWA Region 3 shall be borne by the El Dorado Irrigation District.

22 //
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27 //

1 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of the
2 EL DORADO IRRIGATION DISTRICT, held on the 26th day of May 2015, by Director ____ who
3 moved its adoption. The motion was seconded by Director ____ and a poll vote taken which stood
4 as follows:

5 AYES:

6 NOES:

7 ABSENT:

8 ABSTAIN:

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

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

15 ATTEST:

16 _____
17 Jennifer Sullivan
18 Clerk to the Board
19 EL DORADO IRRIGATION DISTRICT

20 (SEAL)

I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a regular meeting of the Board of Directors held on the 26th day of May 2015.

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

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EL DORADO IRRIGATION DISTRICT

SUBJECT: Consideration of revisions to the Drought Action Plan to maintain 2 days per week watering schedules, and update on the pond filling restriction.

Previous Board Actions:

February 4, 2014 – The Board Adopted Resolution No. 2014-006 with modifications: Declared a Stage 2 Water Supply Warning, voluntary phase, effective immediately. Continued consideration of a 15% drought surcharge on all water and recycled water commodity charges and whether to impose Stage 2 drought actions on a mandatory basis, to the March 10, 2014, regular Board meeting.

March 10, 2014 – The Board continued discussion of any drought actions to the April 14 regular Board meeting; requested a review and discussion of the District’s Drought Action Plan including a progress report on the customer’s drought response at the March 24 regular Board meeting; and hold an evening public workshop on the District’s Drought Action Plan to occur between the March 24 and April 14 regular Board meetings.

March 24, 2014 – The Board reviewed the Drought Action Plan and received a progress report on customer drought response.

April 2, 2014 – The Board discussed and received public input on potential revisions to the Drought Action Plan.

April 14, 2014 – The Board approved the Drought Action Plan with changes recommended by staff and additional revisions.

March 23, 2015 – The Board approved the 2015 Drought Action Plan update.

April 13, 2015 – The Board approved revisions to the Drought Action Plan.

May 11, 2015 – The Board approved revisions to the Drought Action Plan to comply with State Board regulations, including suspension of potable water supplementation and prohibition on filling ponds, lakes, and other non-irrigation water features with potable or recycled water.

Board Policies (BP), Administrative Regulations (AR), and Board Authority:

BP 5010 Water Supply Management: The Board is committed to provide a water supply based on the principles of reliability, high quality, and affordability in a cost-effective manner with accountability to the public. It is the General Manager’s responsibility to ensure that the tenets of this policy are carried out in an open, transparent manner through sound planning, to assure preparedness under varying conditions, and effective management.

BP 5040 Drought Preparedness and Climate Variability: The Board supports the adoption and implementation of a drought preparedness plan to ensure a proactive response to the impacts of drought conditions.

Summary of Issue:

State Water Board regulations call for EID to reduce water use by 28%. Limitations on outside water usage are the most effective means to achieve the reduction requirement. Currently the District is mandating 2 days per week irrigation schedules, however outside irrigation is slated to increase to odd/even schedules (every other day) beginning June 1. This item requests Board consideration and approval to maintain 2 days per week schedules through November 15, 2015.

Staff Analysis/Evaluation:

In 2014, the District implemented alternate watering schedules and other conservation measures per the Drought Action Plan. As a result, our customers were effective in achieving approximately 24% conservation over 2013 baseline usage. In March 2015, the Board approved revisions to the Drought Action Plan that reduced the Stage 2 goal to 20%, corresponding to the statewide 20% target at the time. A revised watering schedule was also approved that increased the number of watering days (odd/even vs 3 days per week) and extended the time that odd/even watering is allowed to June 1 through September 30. With the Governor’s April 1 executive order and subsequent State Water Board regulations, however, the District and its customers are now mandated to meet the conservation requirement of 28%. The District has made revisions to the plan to respond to the State regulations, but the watering schedules approved under a then-20% goal have not changed accordingly. So far in 2015, cumulative conservation has been 21%. This conservation has been achieved with 1 and 2 day per week watering schedules. The concern is that our conservation progress may suffer if watering schedules are increased to odd/even (every other day) watering schedule beginning June 1.

For comparison, many agencies and cities in the region are implementing or proposing restricted irrigation schedules as follows:

Agency Name	Conservation mandate	Current/proposed watering schedule (days per week)
City of Woodland	24%	3
Amador Water Agency	24%	2
City of Placerville	25%	2
South Tahoe PUD	28%	3
City of West Sacramento	28%	1
City of Davis	28%	3
City of Roseville	28%	2
Elk Grove Water District	28%	2
City of Sacramento	28%	2
EID	28%	3.5
Calaveras County Water District	32%	2
Sacramento County Water Agency	32%	1
Citrus Heights Water District	32%	2
Placer County Water Agency	32%	2
City of Folsom	32%	2
Sacramento Suburban Water District	36%	3
Golden State Water Company Cordova	36%	2
Carmichael Water District	36%	2
Nevada Irrigation District	36%	3
Fair Oaks Water District	36%	3
Orangevale Water Company	36%	2
San Juan Water District	36%	2

Staff is recommending the Board approve continuing with the 2 day per week watering schedule that is now in effect. This will limit customer confusion by conveying to customers that instead of changing to odd/even starting June 1, they simply must continue their current irrigation practices of watering no more than 2 days per week throughout the summer and fall.

Alternatively, staff has included an option to revise the watering schedule to 3 days per week. However, this will require a more complex messaging to customers that instead of odd/even they must change to 3 days per week starting June 1.

In any event, if the District’s conservation does not increase above current levels, the State Board has the ability to issue information orders and cease and desist orders which will require the District to respond and implement additional measures to reach our 28% conservation mandate. Implementing a more restrictive watering schedule now gives the District and our customers the most effective opportunity to meet the 28% mandate as we enter the summer months.

Update on the pond filling restriction

At the May 11 meeting, the Board approved a restriction on filling ponds, lakes and other non-irrigation water features with potable or recycled water. However, the Board requested staff to determine the amount of water savings this will achieve. Below is a listing of water features in the District that are believed to have the ability to be filled by a potable or recycled water metered connection. However, many of these connections serve other uses on each property in addition to filling the water feature; therefore it is not possible to quantify the amount of water saved by the prohibition. However, given the drought requirements throughout the District and the State, staff recommends maintaining this prohibition as a reasonable and responsible conservation practice.

POND LOCATIONS
Old Serrano Golf Course, EDH
Serrano Visitor Venter, EDH
Town Center, EDH
Loch Way Entry, EDH
Creekside Greens Park, EDH
Cameron Park Lake, Cameron Park
Cold Springs Golf Course, Cameron Park
Cameron Park Golf Course, Cameron Park

Bass Lake Golf Course, Rescue
Lake Oaks MHP, Diamond Springs
Knolls Reservoir, Lotus
Dyer Lake, Swansboro
Greenstone Ponds, Placerville
Arrowbee Lake, Placerville
Hacienda Colima, Placerville
Cold Springs MHP, Placerville
Ponderhill Pond, Placerville

Confirmation of base period definition

Staff has been providing information on conservation progress for each customer class in various updates to the Board. The State Water Board regulations and Governor’s declaration have established 2013 as the baseline for measuring conservation progress District-wide. The Drought Action Plan was revised to reflect 2013 as the baseline definition instead of a 3-year or 5-year average. The intent of the change is to clarify the base period when comparing conservation progress by customer class for informational purposes only. The District is not making any evaluations of individual customer conservation by meter at this time, nor are we mandating specific conservation requirements for different customer classes.

Board Decisions/Options:

Option 1 – Approve maintaining 2 days per week watering schedules through November 15, 2015, continue the prohibition on pond filling, confirm the base period as 2013, and direct staff to revise the 2015 Drought Action Plan accordingly.

Option 2 – Approve 3 days per week watering schedules effective June 1 through September 30, 2015, continue the prohibition on pond filling, confirm the base period as 2013, and direct staff to revise the 2015 Drought Action Plan accordingly.

Option 3 – Take other action as directed by the Board.

Option 4 – Take no action (*Odd/even watering schedules will be in effect June 1, 2015 – September 30, 2015*).

Staff/General Manager’s Recommendation:

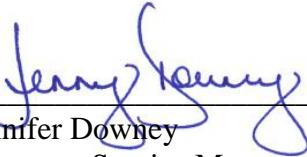
Option 1

Support Documents:

None



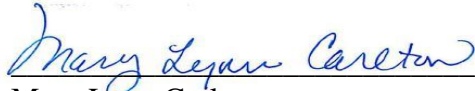
Brian Mueller
Director of Engineering



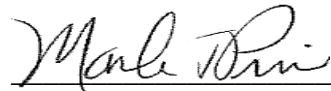
Jennifer Downey
Customer Service Manager

 (for)

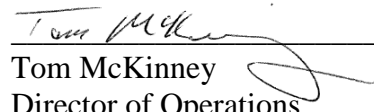
Jesse Saich
Public Information Officer



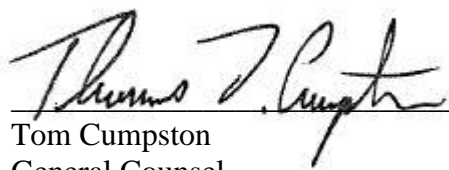
Mary Lynn Carlton
Director of Communications/Community Relations



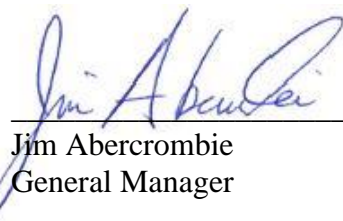
Mark Price
Director of Finance



Tom McKinney
Director of Operations



Tom Cumpston
General Counsel



Jim Abercrombie
General Manager

EL DORADO IRRIGATION DISTRICT

Subject:

Consideration to approve a contract with Vito Trucking for drought emergency water hauling to the Outingdale Water System in the amount not-to-exceed \$300,000.

Previous Board Action:

February 4, 2014: The Board adopted a District wide Stage 2 Drought Warning.

December 8, 2014: The Board adopted the 2015-2016 Operating Budgets

May 11, 2015: The Board ratified the General Managers declaration of a Stage 4 Drought Emergency for the Outingdale water system.

Board Policies (BP) and Administrative Regulations (AR):

BP 3060 and AR 3051.15 require Board approval for all purchases over \$50,000.

Summary of Issue:

The District operates a public water system (PWS 0910018) for the community of Outingdale. The source water for this system is a permitted diversion (004071) from the Cosumnes Middle Fork River. The Cosumnes Middle Fork River has no natural or man-made impoundments or flow control features upstream of our diversion. Therefore, Outingdale's source water is restricted to the natural flows of the river under the conditions of the permitted diversion. On April 23, 2015, the State Water Resources Control Board curtailed diversions of all post-1914 appropriative water rights within the San Joaquin River Watershed which includes the Cosumnes Middle Fork River. This curtailment applied to EID's Outingdale diversion. The District received a similar curtailment notice in 2014 but was able to continue diversions at a reduced rate and volume to meet health and safety needs. The 2015 curtailment does not allow for health and safety diversions if the system has an alternative source. In response to a Compliance Order issued October 17, 2014 by the State Water Resources Control Board's Division of Drinking Water to the Outingdale system, the District was required to identify an alternate source of supply to meet the water systems health and safety needs when diversions from the Cosumnes Middle Fork River are not available. In that response the District identified the most economical and timely alternative source is trucked water.

On April 27, 2015, the General Manager declared a Stage 4 Drought Emergency for our customers in the Outingdale system, establishing a conservation goal of 50 gallons per capita per day (gpcd). The Board ratified the Stage 4 Drought Emergency at the May 11, 2015 Board meeting. On April 29, 2015, Operations staff initiated an open ended time and material contract with Vito Trucking for the hauling of potable water from a connection on our Main (PWS 0910001) water system in Pleasant Valley to the Outingdale water system. This service is expected to continue until the State Water Resources Control Board's curtailment order is lifted. The forecasted lift date, estimated from the 2014 lift notice, is mid-November.

Staff Analysis/Evaluation:

In 2014 as the District prepared for the impacts of drought, operations had concerns with the reliability of the flows in the middle fork of the Cosumnes River for August and September. Historically, these two months yield the lowest river levels of each season. In preparation of the possibility of losing the river supply, staff began searching for commercial trucking companies that operated certified potable water tankers of the size needed to sustain adequate deliveries to meet the daily demands of the Outingdale system of approximately 32,000 gallons per day. Only three companies were found. One company had sold off its water tanker and no longer hauled potable water. Nestle Water was also contacted but never responded to our request. Vito Trucking was the only vendor who responded to assist EID with this project. Vito Trucking was set up as a vendor. In addition to identifying a water hauler, Outingdale facilities needed to be modified to accept the transfer of water. Operations and Engineering worked together and installed an economical solution that enables the safe and reliable transfer of water between the main water system in Pleasant Valley and Outingdale.

Due to the duration of the water hauling project for 2015, staff evaluated the alternative of utilizing a leased tractor and tanker trailer to be operated by District employee's to conduct the water hauling. Staff was able to identify a tractor for lease but not a certified potable water tanker trailer. A point of concern with this option is the reliability of just one piece of equipment to meet the needs of the Outingdale community. Vito Trucking operates over 75 tractors, 5 certified potable water tanker trailers and over 100 professional commercial drivers.

Current hauling cost is on average \$1,500 per day. This contract request for \$300,000 will cover approximately 200 days of water hauling to the middle of November. Funding for this contract will be from the approved operations budget.

Board Decision/Options:

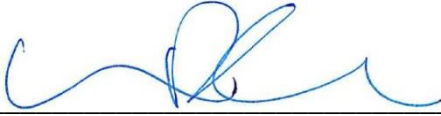
- Option 1: Approve a contract with Vito Trucking for drought emergency water hauling to the Outingdale Water System in the amount not-to-exceed \$300,000.
- Option 2: Take other action as directed by Board.
- Option 3: Take no action.

Staff/General Manager's Recommendation:

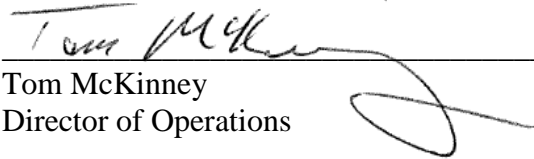
- Option 1.



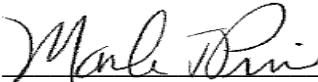
Dana Strahan
Division Manager – Drinking Water Operations



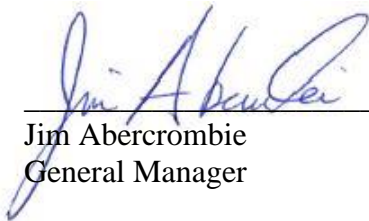
Brian Poulsen
Senior Deputy General Counsel



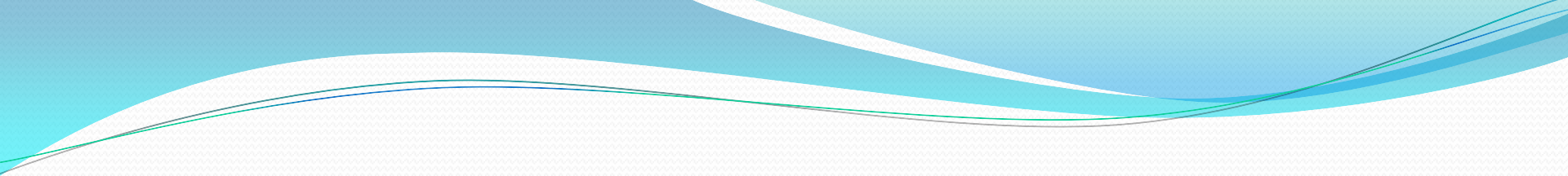
Tom McKinney
Director of Operations



Mark Price
Director of Finance



Jim Abercrombie
General Manager



Consideration to approve a contract with Vito Trucking
for drought emergency water hauling to the Outingdale
Water System in the amount not-to-exceed \$300,000

May 26, 2015

Previous Board Actions

- February 4, 2014: The Board adopted a District wide Stage 2 Drought Warning
- December 8, 2014: The Board adopted the 2015-2016 Operating Budgets
- May 11, 2015: The Board ratified the General Managers declaration of a Stage 4 Drought Emergency for the Outingdale water system

Board Policies and Administrative Regulations

- Board Policy 3060 and Administrative Regulation 3061.04 require Board approval for a single contract over \$50,000

Summary of Issues

- District operates the Outingdale Public Water System
 - PWS 910018
- District has Post-1914 water rights for direct diversion
 - Cosumnes Middle Fork River (004071)
- State Water Resources Control Board Actions
 - April 23, 2015 curtailment notice issued
 - All Post-1914 permits on the San Joaquin River Watershed
 - 2015 curtailment does not allow for Health and Safety diversions if other sources are available

Summary of Issues

(continued)

- October 17, 2014 SWRCB issues Outingdale PWS a compliance order directing the system to conduct a Source Capacity Study and identify an alternative source.
- Report was submitted identifying trucked water as the most economical short-term alternative source.
- April 27, 2015
 - GM declares Stage 4 Drought Emergency for Outingdale customers
 - April 29, 2015 operations begins trucking water

Staff Analysis

- Outingdale demand is ~32,000 gallons per day
- Average cost is ~\$1,500 per day
- 200 day duration based on 2014 curtailment lift
- Staff evaluated alternative of utilizing District staff
 - Not recommended
 - Lack of availability of equipment for lease
 - Reliability and redundancy

Loading in Pleasant Valley



Filling Outingdale Upper Tank



Board Decision/Options

Option 1: Approve a contract with Vito Trucking for drought emergency water hauling to the Outingdale Water System in the amount not-to-exceed \$300,000

Option 2: Take other action as directed by Board

Option 3: Take no action

Staff/General Manager's Recommendation

- Option 1

EL DORADO IRRIGATION DISTRICT

Subject:

Consideration to award a professional service contract to MCC Control Systems in the not-to-exceed amount of \$59,590, and authorize total funding of \$133,494 for the Camino Heights Wastewater Treatment Plant Automation Programming and Integration Project No. 14007.

Previous Board Action:

- October 15, 2013 - Board adopted the 2014-2018 Capital Improvement Plan (CIP)
- October 14, 2014 - Board adopted the 2015-2019 Capital Improvement Plan (CIP)
- July 14, 2014 - Board awarded a design and construction service contract to ControlPoint Engineering

Board Policies (BP) and Administrative Regulations (AR):

BP 3010 requires Board approval for funding of Capital Improvement Projects on an as-required basis

BP 3060 and AR 3061.04 requires Board approval for contracts that exceed \$50,000

Summary of Issue(s):

The Camino Heights Wastewater Treatment Plant's supervisory control and data acquisition (SCADA) system and process control programming was installed as part of a mitigation plan to rescind a 2007 Clean-up and Abatement Order from the Central Valley Regional Water Quality Control Board (order R5-2007-0711). The current state of the SCADA system is in need of improved integration and enhancements to ensure continued regulatory compliance and improve operational efficiencies.

Staff Analysis/Evaluation:

The Camino Heights Wastewater Treatment Plant (CHWWTP) is an unmanned remote facility that serves 121 connections and has capacity to treat up to 60,000 gallons of wastewater per day. The wastewater treatment process consists of a bar screen at the plant influent, a series of three treatment ponds with aerators, chlorine contact basin, pump stations, automated pressure filters, a spray field and a subterranean drip irrigation (SDI) system. Operations must also manage storm water runoff from the facility as part of the waste discharge permit. As a remote facility, the process requires reliable automation in order to meet permit compliance and reduce operator attendance for the proper function of the wastewater treatment and disposal process, including reliable data collection for compliance reporting.

The 2007 cleanup and abatement order resulted in some automation improvements, but the automation lacks proper integration, resulting in excessive staff time required to respond to facility start-up, general operational changes, trouble calls, communication interruptions and weather-related operational challenges. The Human Machine Interface (HMI) enables operators to view the current plant process and make limited operational changes remotely. However, the 2007 integration did not provide full remote control of the process. This lack of remote control requires operators to drive from DCWWTP to CHWWTP (a 50-mile round trip) on average several times per week to make routine operational changes. Unlike the rest of the District's plants, SCADA data is not stored locally at CHWWTP. Communications interruptions, which are frequently associated with weather events, can result in data gaps - which can result in compliance violations. The CHWWTP screens were not developed from a District standard, making them difficult for operators to learn and understand, plus CHWWTP requires the application of District alarm management standards to enhance remote operator notification and reduce nuisance alarming. Much of the 2007 SCADA-related installations were inadequately or incorrectly documented, resulting in operational upsets and wasted staff time spent troubleshooting and maintaining this facility.

Staff has identified four primary improvements to remedy the facility's operational shortcomings:

- Standardize and clarify visualization of the facility in the SCADA HMI and alarm management to improve operational efficiency
- Reduce the number of distributed process controllers and simplify the communication messaging between them to increase reliability and reduce maintenance cost
- Correct and/or install automation programming to enhance process efficiencies and reliability through automation to improve operational efficiency
- Install a local database for SCADA historical data to increase reliability and reduce regulatory compliance risks

The CHWWTP automation improvement project is identified in the Board-approved Capital Improvement Plan for 2014-2018 and 2015-2019. It has been assigned the Project Number of 14007. A total of \$200,000 was programmed for 2014. However, the plan was revised to \$50,000 for 2014 and \$150,000 for 2015.

2014-2018 Capital Improvement Plan	
2014	2015
Design	Construction
\$50,000	\$150,000

Staff developed a request for proposal for professional services for the integration of the CHWWTP automation replacement project. This request was advertised for general response. Three firms responded with proposals. The results are listed in the table below.

Proposal	Cost
Frisch Engineering	\$105,060
MCC Control Systems	\$59, 590
Design Group	Proposal non-responsive

Design Group submitted a proposal but in the review of their proposal several omissions and exceptions were identified. Therefore, their proposal was considered non-responsive. Staff recommends that MCC Control Systems be awarded the contract for the CHWWTP automation programming and integration as they submitted the lowest responsive proposal. In addition, staff request additional funding for Project No. 14007 to cover the construction phase of the project that will be conducted by District staff. The breakdown of the project funding, balance and proposed expenditures for construction and integration are in the table below.

Breakdown of funding for Project No. 14007

MCC Control Systems contract	\$59,590
Capitalized construction labor	\$59,178
Materials	\$20,000
Construction outside services (fiber pull and testing)	\$5,000
Sub-total	\$143,768
Project Balance	(\$10,274)
Funding Request	\$133,494

Board Decision/Options:

Option 1: Award a professional services contract to MCC Control Systems in the not-to-exceed amount of \$59,590, and authorize total funding of \$133,494 for the Camino Heights Wastewater Treatment Plant Automation Programming and Integration Project No. 14007.

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

Option 3: Take no action.

Staff/General Manager’s Recommendation:

Option 1.

Support Documents Attached:

A. MCC Control Systems Proposal

B. CIP Summary



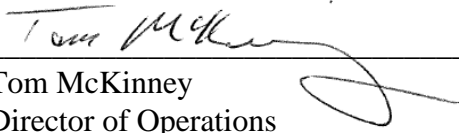
Dana Strahan
Division Manager – Water Operations



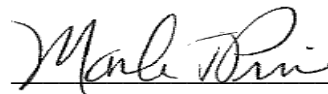
Elizabeth D. Wells
Engineering Manager



Tim Ranstrom
Director of Information Technology



Tom McKinney
Director of Operations



Mark Price
Director of Finance



Brian Poulsen
Senior Deputy General Counsel



Jim Abercrombie
General Manager



MCC Control Systems Systems Integrator

El Dorado Irrigation District Camino Heights Automations Improvements SCADA and PLC Programming Professional Services

Phone (707)449-0341

Fax (707)449-6333

sales@mccwater.com

www.mccwater.com

Section 1 – Scope of Work

This scope of work includes PLC and SCADA configuration and programming services, to allow for a fully functional treatment plant with existing and District provided hardware and software. There are six PLCs involved: PLC-200 & PLC-300 are being eliminated, PLC-500 & PLC-600 will have minor modification of their code, and PLC-800 will have its processor replaced and logic moved to PLC-100. The DH-485 network will be abandoned and the fiber optic network will be expanded from PLC-100 to PLC-800.

The existing SCADA application at Deer Creek WWTP for the Camino Heights WWTP will be removed and a new application developed and implemented which will allow the District's Operations staff to navigate between their local SCADA and the new remote SCADA while maintaining a separation of systems.

A new SCADA node at Camino Heights WWTP will be configured for the SCADA system, to allow for local operations when communications with the main servers are down, and up-date the main servers upon restoration of communications.

District standards will be employed in the development of graphics and logic, including tag naming conventions, database configuration standards, and alarm notification standards.

Proposed Pricing:

1. SCADA Modifications:	\$26,780.00
2. PLC-100 & PLC-800 Programming:	\$15,770.00
3. PLC-500 & PLC-600 Programming:	\$11,010.00
4. Wonderware Remote Response System Programming:	\$3,770.00
5. Project Management and Documentation:	<u>\$2,260.00</u>
The total price for this scope of work is:	\$59,590.00

Proposed Fee Structure for Consulting Services

1. Field Service Engineer:	\$140/Hr.
2. PLC & SCADA System Programmer:	\$150/Hr.
- Overtime, weekends, and After-Hours multiply rate by 1.5	
- Holidays multiply rate by 2.0	

Section 2 – Relevant Experience and Expertise

Established in 1991, MCC Control Systems (MCC) is the market leading provider of integrated automation solutions to the municipal waste water markets in Northern California. MCC has over twenty three years of direct experience in municipal and remediation water and wastewater projects and has successfully undertaken projects for the majority of municipalities in the area. As a CSIA Certified Systems Integrator MCC specializes in SCADA system development and programming, PLC programming, system design and component specification, system manufacturing, factory test and validation, system installation and service support. In addition MCC has a dedicated full-service UL-508A certified panel fabrication facility.

MCC is headquartered in Vacaville, CA. Our daily operations are managed out of our office located at 859 Cotting Ct., Suite G, Vacaville CA 95688

MCC specializes in the following services:

PLC and SCADA system development and programming

- MCC specializes in open architecture solutions, integrating many different types of PLC and RTU hardware, as well as all the leading SCADA platforms.

System Design and Component Specification

- MCC's staff includes numerous Registered Professional Electrical and Control System Engineers supported by ISA Certified Technicians representing over 140 years of collective wastewater system integration experience.

System Manufacturing, Factory Test and Validation

- MCC is a licensed UL-508 Industrial Control Panel production facility.

System Installation

- MCC is a California C-10 licensed Electrical Contractor, fully insured and bonded, and equipped with the technicians and tooling required to ensure a clean and correct industrial system installation.

Service Support

- MCC tailors service contracts specific to project requirements, with focus on ensuring long-term reliability, maximum up-time, and prompt support when needed. MCC's service group is also available on-call to customers without service contracts.



SCADA Specialty Experience

Over the course of the past 23 years MCC Control Systems has successfully completed over 1,800 integration projects within Northern California. MCC specializes in open architecture solutions, integrating many different types of PLC and RTU hardware, as well as many different SCADA platforms. In the past, MCC has worked on stand alone, networked and redundant master computer configuration SCADA Systems using a variety of platforms including, Wonderware, Rockwell RSView and Factory Talk View SE, GE/iFix, IA Ignition, Lookout, Factorylink, and Citect.

MCC Control Systems has worked side by side with customers like the City of Manteca, the City of Lathrop, and the City of Stockton to design and build SCADA Systems that can grow to meet the increasing demands of the City's infrastructure.

MCC Client	Project Size	Sector	Location	Activities Provided	MCC Project Team
City of Manteca	Over \$2M	Public	Manteca, CA	SCADA Design and Maintenance PLC Programming Control Panel Build	Robert Pitts – PM Joe Martell - Programmer
City of Lathrop	Over \$2.5M	Public	Lathrop, CA	SCADA Design and Maintenance PLC Programming Control Panel Build	Robert Pitts – PM Joe Martell – Programmer
City of Stockton	Over \$3M	Public	Stockton, CA	SCADA Design and Maintenance PLC Programming Control Panel Build	Max Hanson – PM, Programmer Mike Anderson - Programmer
El Dorado Irrigation District	Over \$2.5M	Public	El Dorado Hills, CA	PLC and SCADA Configuration and Programming Control Panel Design and Manufacturing Modifications to Existing	Max Hanson – PM & Programmer Joe Martell - Programmer
Clear Creek Community Services District	Over \$500K	Public	Redding, CA	PLC and SCADA Configuration and Programming Control Panel Build Modifications to Existing	Robert Pitts - PM Angela O’Conner – PM Mike Anderson - Programmer
University of California, Davis	Over \$2M	Public	Davis, CA	SCADA Design and Maintenance PLC Programming	Max Hanson – PM & Programmer Joe Martell - Programmer

Exhibit B: Supplemental Question Responses

Proposed Fee Structure for Consulting Services

- | | |
|------------------------------------------------------------|-----------|
| 1. Field Service Engineer: | \$140/Hr. |
| 2. PLC & SCADA System Programmer: | \$150/Hr. |
| - Overtime, weekends, and After-Hours multiply rate by 1.5 | |
| - Holidays multiply rate by 2.0 | |

Transition Plan

The attached Gant chart presents an overview of the project schedule. No impact upon operations is anticipated until the installation phase of the project. Detailed coordination will be required with District technical and operational staff during this phase. Efforts will be made to minimize downtime, however automatic operation of portions of the Camino plant will be impacted as PLCs are being replaced and I/O signals are being moved. Plant equipment may be available for local "hand" operation while this work is underway. If a complete plant shutdown is feasible, this may be the most efficient way to carry out the installation.

Requirements of the District

It is anticipated that the District will be heavily involved in this project. Key deliverables from the District include:

- Data Requirements
 - Existing Camino PLC and SCADA programs
 - Backup of existing Deer Creek Wonderware Galaxy
 - District standards for PLC and SCADA programming
 - As-built drawings for Camino facilities
- Support Requirements
 - Attendance at coordination meetings
 - Timely response to questions
 - Installation of new PLC hardware
 - Wiring of PLC I/O
 - Demolition of existing hardware
 - Operations support for installation (hand operation of plant as required)
 - Operations support for testing (plant operation and verification of functions)
 - Technician support for testing (I/O simulation, instrumentation work, etc.)
- Physical Deliverables
 - New SCADA computer hardware
 - New SCADA computer licenses and software
 - All new PLC hardware
 - All cabling, terminal blocks, relays and other required hardware

Section 3 – Project Team

Project Manager and SCADA Lead Integrator– Max Hanson, P.E. Control Systems Engineer

Mr. Hanson has over 21 years of experience in the design, construction, start-up, and operation of industrial control systems. Mr. Hanson has been employed with MCC Control Systems since 1996 as the Chief Software Engineer. Prior to joining MCC-CS, Mr. Hanson spent 1 year with consulting engineering firm EA Engineering, Sciences and Technology, and 4 years with Osmonics/Vaponics – a water purification systems OEM out of Rockland, MA. With a work history spanning the original equipment manufacturer (OEM), environmental consulting engineering and systems integration fields, he has seen control systems from many perspectives. This breadth of experience enables him to consider the needs of all stakeholders in an automation project. Mr. Hanson has a great deal of experience in water treatment, ranging from ultra-pure water for semiconductor and pharmaceutical production to municipal water and wastewater treatment to groundwater remediation systems.

Education, Awards and Certifications

Ignition Core Certification	Inductive Automation	2012
Certified Orchestra Developer	Wonderware / Invensys	2010
Award in Recognition of Contributions to the ANSI/ISA S18.2 Alarm Management Standard	ISA – The International Society of Automation	2009
Certified InTouch, InSQL and Active Factory Developer	Wonderware / Invensys	2007
System Platform / Orchestra Training	Wonderware / Invensys	2007
Registered P.E. in Control Systems	State of California	2001
iFIX Basics, iFix Advanced	GE / Intellution Training	2000/3
OSHA HAZWOPER	Hazardous Waste Operations	1995
B.E. Mechanical Engineering	Thayer School, Dartmouth College	1991
B.A. Engineering Sciences Magna Cum Laude Phi Beta Kappa	Dartmouth College	1990

Technical Skills

Electrical and Control System Design

Power calculations, switchboard and motor control center design, control panel design, Process and Instrumentation Diagrams, telemetry systems, process instrumentation and process design

PLC Programming

Extensive experience with Modicon Quantum, Compact, Micro, Momentum, M340, Unity Pro XL, Allen-Bradley SLC-500, PLC-5 and ControlLogix, GE Fanuc 90-30, Koyo, SCADAPack and PLCs from other manufacturers.

Notable experience developing PLC-based telemetry systems using spread-spectrum and fixed-frequency radios, fiber optics and leased data lines.

Operator Interface Programming

Highly experienced with operator interface terminals manufactured by Maple Systems, Allen-Bradley, Modicon, Magelis & Vijeo Designer and others.

SCADA System Programming

Proficient with GE iFix and FIX32, Wonderware Intouch and System Platform, Allen-Bradley RSView, National Instruments Lookout and US Data FactoryLink.

Also experienced with industrial historian software such as GE's Proficy Historian and Wonderware Historian (Industrial SQL Server).

Very familiar with many SCADA add-on options such as SCADAAlarm, WIN911, XLReporter and Active Factory.



Systems Software Programmer (SCADA) – Mike Anderson

Mr. Anderson has been employed with MCC Control Systems as a Systems Software Programmer since 2012. Prior to joining MCC-CS, Mr. Anderson spent 11 years at EMA Inc. – a consulting engineering firm, 2 years at Hanlon Engineering – a mining engineering firm, and 3 years at The Winters Company – a mining engineering firm. As an MCC Control Systems’ Programmer, Mr. Anderson is responsible for developing and programming SCADA systems, bench testing with PLC programs, and implementation, startup, and commissioning at client locations. His 15+ years in the industry, both as a consultant and a programmer, has provided a solid foundation for providing high quality control systems and un-surpassed customer service.

Education, Awards and Certifications

A.S. Computer Aided Drafting/Design	ITT Technical Institute	1995
Certified OASys Designer	Telvent	2001

Technical Skills

SCADA System Programming

Intellution iFix, Wonderware Intouch, System Platform, Archestra, SCADAalarm, WIN-911, Active Factory, Telvent OASys, Rockwell RSVIEW32, RSVIEWME, RSVIEWSE, Vijeo, OITWare200, Magelis and PanelView OITs.

PLC System Programming

ControlLogix, RSLogix500, RSLogix5000, Unity Pro XL V7.0, ProWorx32.

Graphics Design

AutoCAD 2012, AutoCAD Electrical 2012, Macromedia Coldfusion, Macromedia Dreamweaver, Rhinoceros 4.0, Quickpen Pipe Designer, CorelDraw X6, and CorelPaint X6.

Systems Software Programmer (PLC) – Joe Martell

Mr. Martell has 17 years of experience in the design, construction, start-up, and operation of industrial control systems spanning original equipment manufacturers (OEMs), high volume manufacturing facilities, food production, and water and waste water treatment. He has a great deal of experience with industrial systems not only from the SCADA and PLC perspective, but also from 7 years of experience in a panel shop and as a panel designer. This experience means a high degree of comfort and skill troubleshooting control systems regardless of where a problem may originate. Mr. Martell has experience with various water and waste water treatment processes ranging from extremely small and simple to the large and complex.

Education and Certifications

Ignition Gold Certification	Inductive Automation	2014
Ignition Core Certification	Inductive Automation	2012
Ignition Advanced Training	Inductive Automation	2011
Wonderware Historian and Reporting Training	Wonderware / Invensys	2011
GE Proficiency Workflow Training	GE / Workflow Training	2010
Advanced DB Training, Tuning SQL Statements for Efficiency	IBM / DB2	2009

Technical Skills

PLC Programming

Extensive experience with Allen-Bradley ControlLogix, CompactLogix, and SLC500 PLCs as well as the Modicon Momentum, Quantum, and M340 line of PLCs. Mr. Martell also has experience with Allen-Bradley PLC-5, GE Fanuc 90-30, and PLCs from other manufacturers.

Operator Interface Programming

Highly experienced with operator interface terminals manufactured by Maple Systems, Allen-Bradley, Modicon, and others.

SCADA System Programming

Certified Inductive Automation developer.

Very experienced with many RDBMSs such as MS SQL Server, MySQL, and DB2 with advanced training on SQL efficiency and tuning.

Proficient with GE iFix, Wonderware Intouch and Allen-Bradley FTView.

Familiar with many SCADA add-on options such as SCADAAlarm and XLReporter.

Section 4 – Quality Assurance and Control; Conflicts

MCC Control Systems has an overriding commitment to the quality of the products, solutions and services we provide to our customers. We recognize quality as a fundamental component of the value customers receive from us. Integrating quality into MCC Control Systems' delivered products, services and solutions is achieved through the strict discipline and application of proven program management and development methodologies.

Our approach to quality management is based on a framework of core quality processes with quality planning, quality assurance and quality control components. Responsibility for setting Quality Policy and direction resides at our CEO level.

Our Quality Assurance Management includes both an organization and project focus, including business, project and technical quality processes that focus on risk management and continuous improvement. Our project management methodology incorporates these base processes, resulting in a common and consistent quality approach that is built into each project's management system. All projects undergo review by senior management at set points of the lifecycle in order to recognize, contain, and mitigate any risks that could jeopardize the quality or success of a project.

Our Quality Assurance practices include:

- Quality standards and metrics
- Configuration management standards
- Reuse management standards
- Documented Quality Assurance inspections
- Documented testing procedures
- Configuration templates
- Independent third party audits (including random and prescheduled CSiA and UL audits)

MCC Control Systems Quality Assurance performance has been audited and recognized by numerous independent third party organizations. Specific industry certifications include:

- CSiA (Control System Integrators Association) "Certified Integrator" status
- Underwriters Laboratories UL508A certification
- Inductive Automation Certified Gold Integrator
- ISA Certified Automation Professional
- Schneider Electric Wonderware Certification

All MCC Control Systems solutions carry a minimum one year Warranty.



Conflicts of Interest

There are no current identifiable conflicts of interest, nor do we foresee any future conflicts of interest, that would hinder MCC Control Systems in providing the requested services. In the event that an unforeseeable conflict of interest should arise MCC would request an open and candid review of the matter with El Dorado Irrigation District Management in order to address and agree appropriate mitigation steps. Under any such scenario prevailing priority would be provided to ensuring the successful completion of the services committed to the District under this engagement.

Section 5 – Client References

Client: University of California, Davis
1 Shields Avenue
Davis, CA 95616

Contact: Lew Pollock - (530) 752-4474

Client: San Juan Water District
9935 Auburn Folsom Rd.
Granite Bay, CA 95746

Contact: Rob Watson – SJWD – (916) 791-0115

Client: City of South San Francisco
315 Maple Avenue
South San Francisco, CA 94080

Contact: Sam Bautista - (650) 829-6652

Client: Alameda County Water District
43885 South Grimmer Boulevard
Fremont, CA 94538

Contact: Ben Egger – (510) 668-4200

Section 6 – Contract and Insurance Requirements

MCC Control Systems is both willing and able to comply with the contract and insurance requirements set forth in Appendix C of the Request for Proposal.

Section 7 – Addenda

MCC Control Systems confirms receipt of Addendums 1 and 2.

2015

CAPITAL IMPROVEMENT PLAN

Program:

Wastewater

Project Number: 14007
Project Name: Camino Heights Automation Replacement
Project Category: Reliability & Service Level Improvements
Priority: 2 **PM:** Strahan **Board Approval:** 10/14/14

Project Description:

This project requires the complete reprogramming of the automation and graphical interface of this treatment plant. The PLC control hardware and network needs simplification and the ability to record critical compliance data locally.

Basis for Priority:

This plant lacks basic functions for reliable monitoring, recording and controlling of the treatment process via automation. Camino Heights Treatment Plant's current automation is a liability to the District, in regards to compliance with our permit. This is a satellite plant that would ideally not require onsite staff for minor adjustments. However, due to the current disrepair of the automation, this site is maintenance intensive and requires extensive windshield time.

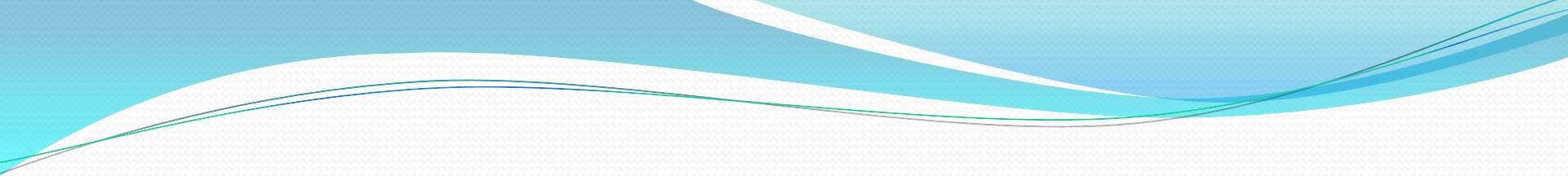
Project Financial Summary:

Funded to Date:	\$ -	Expenditures through end of year:	\$ -
Spent to Date:	\$ -	2015 - 2019 Planned Expenditures:	\$ 200,000
Cash flow through end of year:	\$ -	Total Project Estimate:	\$ 200,000
Project Balance	\$ -	Additional Funding Required	\$ 200,000

Description of Work	Estimated Annual Expenditures					Total
	2015	2016	2017	2018	2019	
Design	\$ 50,000					\$ 50,000
Construction	\$ 150,000					\$ 150,000
						\$ -
						\$ -
TOTAL	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000

Funding Sources	Percentage	2015	Amount
Wastewater Rates	100%		\$200,000
			\$0
			\$0
Total	100%		\$200,000

Funding Comments:



Consideration to award a professional service contract to
MCC Control Systems in the not-to-exceed amount of
\$59,590, and authorize total funding of \$133,494 for the
Camino Heights Wastewater Treatment Plant
Automation Programming and Integration

Project No. 14007

May 26, 2015

Previous Board Actions

- October 15, 2013 – Board approved the 2014-2018 CIP which included this project subject to funding availability
- October 14, 2014 – Board approved the 2015-2019 CIP which included this project subject to funding availability
- July 14, 2014 - Board awarded a design and construction service contract to ControlPoint Engineering

Board Policies and Administrative Regulations

- BP 3010 requires Board approval for funding of Capital Improvement Projects on an as-required basis
- Board Policy 3060 and Administrative Regulation 3061.04 require Board approval for a single contract over \$50,000

Summary of Issues

- 2007 Clean-up and Abatement Order (CAO)
 - Mitigation Plan to rescind CAO included a Supervisory Control and Data Acquisition (SCADA) system in lieu of full time staffing
- Automation is imbedded in SCADA and in need of enhancement for:
 - Continued Regulatory Compliance
 - Improve Operational Efficiencies
- Construction and Integration phase of project
 - Staff will complete the Construction
 - Contract Service for Programming and Integration

Staff Analysis/Evaluation

- Camino Heights Wastewater Treatment Plant
 - 121 connections
 - Treat and dispose of up to 60,000 gallons of wastewater per day
 - Operates in a “batch” mode
- Has seasonal operational challenges
 - Evaporation
 - Spray Field
 - Subterranean Drip Irrigation (SDI)

Staff Analysis/Evaluation (continued)

- Operational Staffing
 - Unmanned
 - Remote facility for Deer Creek WWTP staff
 - 50 Mile round trip
- Spray Field has weather dependent operations
 - Cannot operate 24 hours before or after forecast rain
- Labor intensive seasonal start-ups due to inadequate programming
- Lack of local historical data repository for reporting

Staff Analysis/Evaluation (continued)

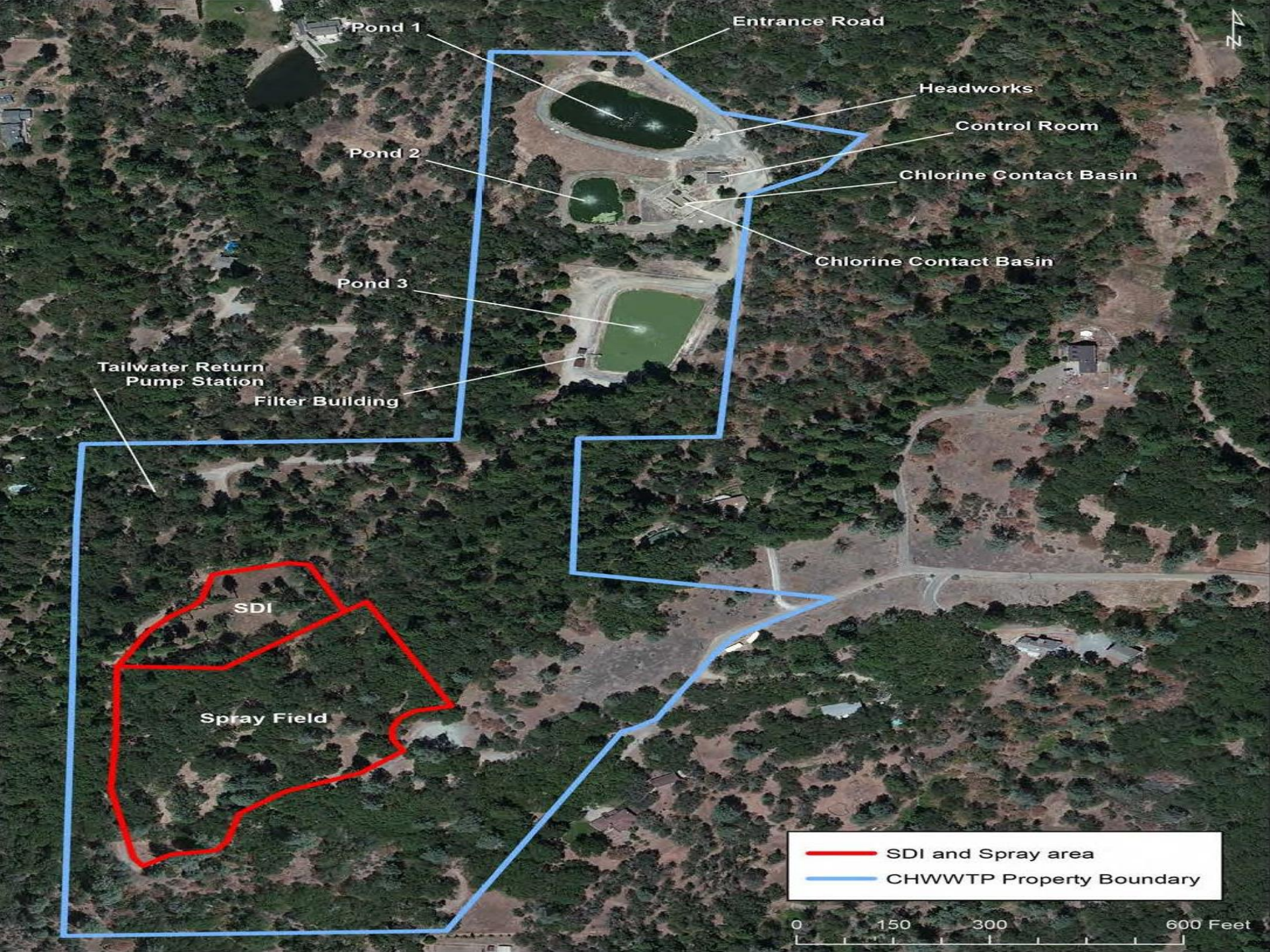
- Four Primary Improvements
 - Visualization and alarm management
 - Improve communication messaging
 - Correct and/or install automation
 - Install a local database for historical data

Phase 2 will complete

- Construction – EID Staff
 - Reduce the number of programmable logic controllers (PLC)
 - Six to Four
 - Upgrade existing PLC's to current versions
 - 20 year life-cycle
 - Upgrade communication network
 - Install high speed and secured network between plant process areas
 - Install Uninterruptable Power Supply (UPS) at PLC's
 - Document all work

Phase 2 will complete

- Contract Services
 - Write program for each PLC
 - Based on updated process narrative
 - Develop and install new SCADA screens
 - New visualization will be developed using District Standards
 - Integrate Alarms
 - Based on District Standards
 - Integrate Alarm notification software



Pond 1

Entrance Road

Headworks

Control Room

Pond 2

Chlorine Contact Basin

Pond 3

Chlorine Contact Basin

Tailwater Return
Pump Station

Filter Building

SDI

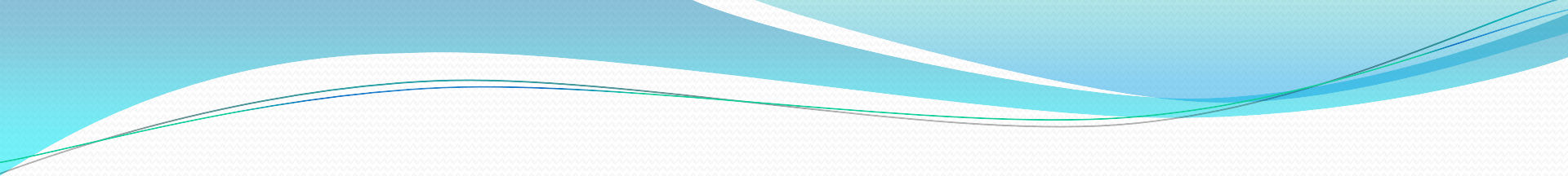
Spray Field

— SDI and Spray area
— CHWWTP Property Boundary

0 150 300 600 Feet

Proposals for Programming and Integration

Proposal	Cost
Frisch Engineering	\$105,060
MCC Control Systems	\$59,950
Design Group	Proposal non-responsive

- 
- MCC Control Systems lowest responsive proposal
 - Has prior experience with District projects

Capital Improvement Plan for PN 14007

2014	2015
Design	Construction
\$50,000	\$150,000

Funding to Date	\$108,385
(less) spent to date (includes encumbrances)	(\$98,111)
(less) Integration (contract under consideration)	(\$59,590)
(less) Construction (Staff time, Material and Supplies)	(\$84,178)
Funding needed	(\$133,494)
Funding Request	\$133,494

Board Decision/Options

- Option 1: Award a professional service contract to MCC Control Systems in the not-to-exceed amount of \$59,590, and authorize total funding of \$133,494 for the Camino Heights Wastewater Treatment Plant Automation Programming and Integration Project No. 14007
- Option 2: Take other action as directed by Board
- Option 3: Take no action

Staff/General Manager's Recommendation

- Option 1



Questions?