

Meeting Date: 5/5/2015

Report Type: Consent

Report ID: 2015-00360

Title: Agreement: U.S. Department of Interior, Bureau of Reclamation CALFED Grant Funds for Water Conservation Projects

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee, to: 1) execute a Project Agreement with the Regional Water Authority to accept \$100,000 in grant funding to pay for water meter installation; and 2) establish grant revenue and expenditure budgets for the Residential Water Meter Retrofit Project (Z14010000).

Contact: Dan Sherry, Interim Engineering & Water Resources Manager, (916) 808-1419;
Michelle Carrey, Interim Supervising Engineer, (916) 808-1438, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

1-Description/Analysis

2-Background

3-Resolution

4-RWA & City Agreement_CALFED 2014 Meter Grant

5-USBR & RWA CALFED Grant Award Agreement

City Attorney Review

Approved as to Form

Joe Robinson

4/22/2015 11:36:35 AM

Approvals/Acknowledgements

Department Director or Designee: Mike Malone - 4/21/2015 6:34:06 AM

Description/Analysis

Issue Detail: The CALFED Bay-Delta Authorization Act funds grants and cooperative agreements with agencies in the State of California for water conservation projects. Administered by the Department of Interior, US Bureau of Reclamation (USBR), an annual competitive process is used to award funding appropriated for the program. In 2013, the Regional Water Authority (RWA) coordinated a grant application and Sacramento Suburban Water District (SSWD) applied on behalf of three RWA members: SSWD, the City of Sacramento, and the City of West Sacramento.

The application was selected to receive a total of \$300,000 to enhance water use efficiency projects in the Sacramento Region, of which the City of Sacramento will receive \$100,000 with the requirement for a City cost match of \$3,817,350.

The proposed Project Agreement with RWA identifies the respective responsibilities of the parties to the agreement and provides for RWA's management of the grant on behalf of the recipients. The Agreement includes provisions to pay internal project management expenses for USBR and administrative expenses for RWA and SSWD to be divided equally by the three participants. Funding provided by this grant will be used to offset costs for the Land Park Phase 2 Water Meter Retrofit Project. This project includes the installation of new water meters and transmitters to an estimated 580 existing residential water services.

Policy Considerations: Entering into the Project Agreement with RWA to receive CALFED grant funds will assist the City in completing the installation of water meters on all existing water service connections. Water meter installation is consistent with the City Council focus areas of expanding public safety, and achieving sustainability and livability.

Economic Impacts: Entering into this Project Agreement with RWA has no economic impact. Construction on this project is not scheduled to begin until July 2015. When the construction contract is awarded, economic impacts will be estimated.

Environmental Considerations: Water meter retrofit projects are categorically exempt from the California Environmental Quality Act (CEQA) under Class 2, Section number 15302 (c) and Class 3, Section number 15303(d) of the CEQA Guidelines. Projects exempt under Class 2, Section 15302 (c) consist of replacement of existing utility systems involving negligible expansion of capacity. Projects exempt under Class 3, Section number 15303(d) consist of the installation and location of new, small utility facilities and equipment.

In addition, per the USBR CALFED grant requirements, National Environmental Policy Act (NEPA) compliance is necessary prior to any ground disturbing activities. The NEPA compliance was coordinated by RWA and has been completed, reviewed, and approved by USBR under a Categorical Exclusion.

Sustainability: Entering into the agreement with RWA to receive CALFED grant funding for the City's water meter program is consistent with the City's Sustainability Master Plan by improving water conservation awareness through metered billing with a monthly statement of water usage to customers. Water meter installation also furthers the City's progress in implementing the Water Forum Agreement and the California Urban Water Conservation Council Best Management Practices (BMPs 1, 4, and 7).

Commission/Committee Action: Not Applicable

Rationale for Recommendation: This Agreement will provide a \$100,000 grant from the Bay Delta Restoration Program CALFED Water Use Efficiency funding that will be used to install water meters in the area identified on the Location Map (**Attachment A**).

Financial Considerations: The Residential Water Meter Retrofit Project (Z14010000) has sufficient funds to meet the City pledged cost-share in the amount of \$3,817,350 within Fund 6310. The reimbursable water fund (Fund 6205) will be amended to reflect the grant funding revenue and expenditure authority for \$100,000.

Local Business Enterprise (LBE): The City's LBE requirements do not apply to the proposed Project Agreement with RWA.

Background

In July 2001, the City of Sacramento joined the Regional Water Authority (RWA). The RWA's mission is to represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources. Among other functions, the RWA provides assistance to achieve water efficiency on a regional scale by assisting member agencies with meeting Best Management Practice (BMP) commitments and soliciting grant funding for conservation efforts. Today, RWA represents 22 water purveyor and affiliated agency members in Sacramento, Placer, El Dorado, and Yolo Counties.

In 2014, RWA facilitated a grant application for three agencies in the Sacramento region which requested funding for residential water meter installations. The application was approved, and the City will receive \$100,000 of the \$300,000 awarded from the U.S Department of Interior, Bureau of Reclamation (USBR) under the Bay Delta Restoration Program CALFED Water Use Efficiency Grants for installation of residential water meters.

The proposed RWA Project Agreement identifies the respective responsibilities of the parties to the agreement and provides for RWA's management of the grant on behalf of the participants. The Agreement includes an initial reduction of \$1,500 to the overall grant award, divided equally by the three participants, to cover USBR's internal project management expenses, reducing the City's award amount by \$500. The administrative cost to the City for RWA to manage this grant and for Sacramento Suburban Water District (SSWD) to be the lead agency and enter into an agreement with USBR on behalf of the City is estimated to be \$6,212. The Department plans to use the grant funds to offset costs for the Land Park Phase 2 Water Meter Replacement project. The Residential Water Meter Retrofit Project (Z14010000) will be amended to reflect the grant funding revenue and expenditure authority.

The City cost match of \$3,817,350 includes estimated bond expenditures for multiple water meter installation projects scheduled to be completed within the next two years.

The project will include abandoning and replacing approximately 25,000 lineal feet of undersized and substandard water mains in backyard easements and includes placing new meter boxes, setters, and meters on both the new and existing water service locations.

RESOLUTION NO. 2014-

Adopted by the Sacramento City Council

APPROVAL OF PROJECT AGREEMENT AND BUDGET ACTIONS FOR ACCEPTANCE OF CALFED WATER USE EFFICIENCY GRANT FUNDING FOR RESIDENTIAL WATER METER INSTALLATION PROJECT (Z14010000)

BACKGROUND

- A. The Regional Water Authority (RWA) coordinated a multi-agency grant application that has been awarded to the lead agency, Sacramento Suburban Water District (SSWD). The grant funding provided by the U.S. Bureau of Reclamation under the Bay Delta Restoration Program CALFED Water Use Efficiency Grants will provide funding to SSWD, City of Sacramento, and City of West Sacramento to enhance water efficiency projects in the Sacramento Region.
- B. The City is entering into a Project Agreement with RWA to allow the City to receive \$100,000 of the \$300,000 in grant funding. The Agreement requires a pledged match of \$3,817,350, which is available in the Residential Water Meter Retrofit project (Z14010000).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1 The City Manager or the City Manager's designee is authorized to:
- A. Execute a Project Agreement with RWA for allocation of the CALFED Water Use Efficiency Grant funding; and
 - B. Amend revenue and expenditure budgets for the CALFED Water Use Efficiency Grant funding of \$100,000 within the reimbursable water fund (Fund 6205) for the Residential Water Meter Retrofit project (Z14010000).

REGIONAL WATER AUTHORITY PROJECT AGREEMENT

2014 RECLAMATION CALFED METER GRANT PROJECT

This Agreement is made and entered into effective as of the ___ day of _____, 2015, by and between the Regional Water Authority (“RWA”), a joint exercise of powers authority formed under California Government Code section 6500, and following, and the Members and Contracting Entities of RWA listed in **Exhibit 1** to this Agreement, upon their execution of this Agreement (who are collectively referred to in this Agreement as “Participants”), to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the Participants.

RECITALS

A. RWA is a joint powers authority, formed to serve and represent regional water supply interests and to assist its members in protecting and enhancing the reliability, availability, affordability and quality of water resources.

B. The joint powers agreement (“RWA JPA”) pursuant to which RWA was formed and operates, authorizes RWA to enter into a “Project or Program Agreement,” which is defined in the RWA JPA as an agreement between RWA and two or more of its Members or Contracting Entities to provide for carrying out a project or program that is within the authorized purposes of RWA, and sharing in the cost and benefits by the parties to the Project or Program Agreement.

C. Article 21 of the RWA JPA states: “The Regional Authority’s projects are intended to facilitate and coordinate the development, design, construction, rehabilitation, acquisition or financing of water-related facilities (including sharing in the cost of federal, State or local projects) on behalf of Members and/or Contracting Entities. The Regional Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on behalf of Members and/or Contracting Entities in the manner and to the extent authorized by such Members and/or Contracting Entities as provided in this Agreement, but shall not accomplish these functions, nor acquire or own water-related facilities in its own name.”

D. Article 22 of the RWA JPA states: “Prior to undertaking a project or program, the Members and/or Contracting Entities who elect to participate in a project or program shall enter into a Project or Program Agreement. Thereafter, all assets, benefits and obligations attributable to the project shall be assets, benefits and obligations of those Members and/or Contracting Entities that have entered into the Project or Program Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Regional Authority in regard to a particular project or program, including startup costs advanced by the Regional Authority, shall be obligations of the participating Members and/or Contracting Entities, and shall not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed the Project or Program Agreement.”

E. RWA and the Participants desire to carry out a project and share in the costs and benefits of the project, as a Project or Program Agreement as provided for in Articles 21 and 22 of the RWA JPA.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference.

2. Defined Terms. Terms defined in the RWA JPA will have the same meaning in this Agreement.

3. Description of the Project. This is a collaborative project between three water supply agencies (see **Exhibit 1** for a list of participants) in the Sacramento region to use a grant award from the U.S. Bureau of Reclamation (Reclamation) Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants. Sacramento Suburban Water District (SSWD) acted as the lead agency and was awarded the grant. RWA will serve as the grant manager on behalf of the collaborating agencies.

The proposed project will install an estimated 1,850 residential water meters. Participants have committed \$5,116,775 in direct and in-kind funding to the project to be matched by \$300,000 in Reclamation grant funds. The project duration is to run from September 17, 2014 through September 30, 2016.

4. Project Committee. The Participants hereby form a Project Committee consisting of one representative (and one or more alternates) designated by each Participant. The Project Committee will meet as necessary from time to time to administer and implement this Agreement on behalf of the Participants. A majority of the members of the Project Committee will constitute a quorum, and a majority of the members of the Project Committee will be required for an affirmative vote to take action on behalf of the Participants. Actions that could result in fiscal changes will require unanimous consent of the Participants.

5. Sharing in Project Costs and Benefits. Subject to the provisions of Articles 9 and 11 of this Agreement, three RWA members will participate in the Project as listed in **Exhibit 1**. Each Participant will ensure that it meets its obligation for its identified local cost share portion.

As the grantee, SSWD will be subject to additional administrative expenses associated with processing and distributing payments to each of the collaborating agencies. SSWD estimates the cost of its activities at \$7,240 over the term of the grant. The SSWD cost estimate for required accounting and auditing functions are stated in **Exhibit 2**. The Participants agree to pay an equal share of SSWD's management expenses. Additionally, each Participant will pay an equal share for the RWA project management costs that are estimated to be \$11,396 identified in Article 8 of this Agreement.

Reclamation has indicated that it will reduce the overall grant award to fund Reclamation's internal project management expenses. Reclamation has estimated this fee at \$1,500 for

environmental review. The Participants agree to share in this expense by reducing their shares of the grant award in the same proportion as each Participant's share of the grant award. **Exhibit 3** provides the required local cost share of each Participant and an estimate of the grant benefit for each of the Participants. If Reclamation determines that additional project management expenses are required, the participants agree to reduce their grant awards using the same formula agreed to in this Article. At the time of execution of the Reclamation funding agreement on September 20, 2013, Reclamation obligated \$298,500.00 as the total estimated funding award available.

The Project Committee will determine the use of any surplus funds, including any excess project management fees charged in accordance with Article 8 of this Agreement. In accordance with the provisions of Articles 21 and 22 of the RWA JPA, any debts, liabilities, obligations or indebtedness incurred by RWA in regard to the Project will be the obligations of the Participants, and will not be the debts, liabilities, obligations and indebtedness of those Members and/or Contracting Entities who have not executed this Agreement.

6. Role of RWA. The Executive Director of RWA will ensure that the interests of Members and Contracting Entities of RWA who do not participate in this Project are not adversely affected in performing this Agreement. The RWA Project Manager will (a) provide information to the Participants on the status of implementation of the Project, (b) assist the Project Committee in carrying out its activities under this Agreement, and (c) administer the grant on behalf of the Participants consistent with the determinations of the Project Committee and the provisions of this Agreement.

7. Role of Participants. SSWD is considered the grantee, and is the only Participant to execute the funding agreement with Reclamation. However, all Participants must ensure that they implement their portions of the project consistent with the Reclamation funding agreement included as **Exhibit 4**. The Reclamation grant is a Federal award and is therefore subject to the Davis-Bacon Act for labor standards and other applicable federal "cross-cutter" requirements as more fully described and imposed on each Participant by their incorporation into this Agreement by **Exhibit 4**. Project participants agree to submit information associated with fulfilling the statement of work in a timely fashion to allow RWA and SSWD to meet reporting requirements and to notify RWA regarding any delays in the project that could result in meeting the overall goal of installing 1,850 meters in the region by September 30, 2016. No funds will be disbursed to any Participant that is not current with all compliance and reporting obligations.

8. RWA Project Management Fee. The RWA management fee to administer the Project is estimated to be \$11,396, and is itemized in **Exhibit 5**. **Exhibit 5** also shows the estimated SSWD management fee of \$7,240, bringing the total estimated fee to \$18,636. Each Participant will be assessed an equal portion of this fee. Project management activities include development of project agreements, project guidance, semi-annual reporting and semi-annual invoice processing, and interim and final project reports as required by the Reclamation funding agreement.

9. Authorization to Proceed with the Project. The Project is authorized to proceed upon the commitment of all Project Participants to fund Project costs by each Participant's approval and execution of this Agreement. Upon execution of this Agreement, the Participants

agree to make their payments to cover their shares of the management fees as required by Articles 5 and 8, respectively, which are estimated to total \$6,212 per Participant. This payment covers both the SSWD management fee and the RWA management fee. Payments will be due and payable upon RWA's presentation of an invoice to each Participant.

10. Term. This Agreement will remain in effect for so long as any obligations under this Agreement remain outstanding.

11. Withdrawal. A Participant may withdraw from this Agreement without requiring termination of this Agreement, effective upon ninety days' notice to RWA and the other Participants, provided that, the withdrawing Participant will remain responsible for any indebtedness incurred by the Participant under this Agreement prior to the effective date of withdrawal.

12. Amendments. This Agreement may be amended from time to time only with the written approval of all of the Participants and RWA.

13. General Provisions. The provisions of Articles 37 through 41, inclusive, of the RWA JPA, and the provisions of Article 13 ("General Provisions") of any Participation Agreement entered into between RWA and a Participant, will apply to this Agreement.

The foregoing 2014 Reclamation CalFed Meter Grant Project Agreement is hereby consented to and authorized by RWA and the Participants.

Dated: _____, 2015

Dated: _____, 2015

Signature

Signature

John K. Woodling

Name

Name

Regional Water Authority

Agency

EXHIBIT 1
REGIONAL WATER AUTHORITY
2014 RECLAMATION CALFED METER GRANT PROJECT
PROJECT PARTICIPANTS

Agency

City of Sacramento
City of West Sacramento
Sacramento Suburban Water District

EXHIBIT 2

REGIONAL WATER AUTHORITY

2014 RECLAMATION CALFED METER GRANT PROJECT

**ESTIMATE OF SSWD EXPENSES FOR ACCOUNTING AND AUDIT
REQUIREMENTS**

Descriptions	Quantity	Unit cost	Total
Setup Cost			
Banking Fee (separate bank account)	24 Months	60.00	\$ 1,440.00
Admin. Hours			
Review up to 4 reimbursement invoices	4 Hours	100.00	\$ 400.00
Prepare up to 4 grant disbursements to participants	4 Hours	100.00	\$ 400.00
Audit			
Conduct Single Audit as required by Federal funding agreement			\$ 5,000.00
Total Estimated Cost			\$ 7,240.00

EXHIBIT 3

REGIONAL WATER AUTHORITY

2014 RECLAMATION CALFED METER GRANT PROJECT

**LOCAL COST SHARE AND
ESTIMATED BENEFITS**

Agency	Local Share	Initial Grant Share	Reclamation Project Management Fee Deduction*	Net Estimated Grant Share
City of Sacramento	\$3,817,350	\$100,000	\$500	\$99,500
City of West Sacramento	\$618,550	\$100,000	\$500	\$99,500
Sacramento Suburban Water District	\$680,875	\$100,000	\$500	\$99,500
Total	\$5,116,775	\$300,000	\$1,500	\$298,500

*This was the project management deducted at the time of execution of the Reclamation funding agreement. It included environmental review. If additional deduction for Reclamation staff expenses are deducted, they will be prorated according to the current ratio of management fee deductions.

EXHIBIT 4

REGIONAL WATER AUTHORITY

2014 RECLAMATION CALFED METER GRANT PROJECT

**U.S. BUREAU OF RECLAMATION
FUNDING ASSISTANCE AGREEMENT**

EXHIBIT 5

REGIONAL WATER AUTHORITY

2014 RECLAMATION CALFED METER GRANT PROJECT

**ESTIMATE OF COMBINED RWA AND SSWD
PROJECT MANAGEMENT EXPENSES**

Exhibit 5					
PROJECT MANAGEMENT COST ESTIMATE - 2014 Reclamation CalFed Grant Project (September 2014 - September 2016)					
Project Management Tasks	Staff	hrs	Rate	Total	Total
Grant Agreement Administration/Support and Project Agreement Development	Manager of Technical Services	20	140	\$2,800	
Conduct and Document Project Committee meetings (2 planned)	Manager of Technical Services	4	140	\$560	
Prepare up to 4 Invoices for Grant Reimbursement to Reclamation and Distribute to Participants	Manager of Technical Services	24	140	\$3,360	
Prepare up to 4 Semi-Annual Reports to Reclamation	Manager of Technical Services	12	140	\$1,680	
Prepare Interim Project Report	Manager of Technical Services	4	140	\$560	
Prepare Final Project Report	Manager of Technical Services	8	140	\$1,120	
Coordination meeting with Reclamation	Manager of Technical Services	2	140	\$280	
Total Estimated RWA Project Management Expenses				\$10,360	
Contingency - 10% of RWA Project Management Total Costs				\$1,036	
SSWD Direct Expenses (reimbursement, checking account, audit)				\$7,240	
Total Project Estimated Fees				\$18,636	

7-2279 (01-2014)
Bureau of Reclamation

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

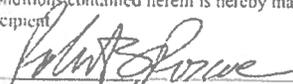
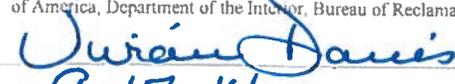
1A AGREEMENT NUMBER R14AP00167		1B MOD NUMBER		2 TYPE OF AGREEMENT <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT		3 CLASS OF RECIPIENT Special District	
4 ISSUING OFFICE Department Of Interior Bureau of Reclamation Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 9525-1898 DUNS#: 09886501 EINS#: 84-1024566				5 RECIPIENT Sacramento Suburban Water District Phone: (916) 967-7692 3701 Marconi Avenue, Suite 100 Fax: (916) 967-7322 Sacramento, California 95821-5346			
				EIN # 80-0002258		County Sacramento	
				DUNS #: 798624201		Congress Dist: CA-003	
6 GRANTS MANAGEMENT SPECIALIST Vivian Davis, MP-3839 Phone: (916) 978-5543 Bureau of Reclamation Fax: (916) 978-5175 Mid-Pacific Region 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 Email: vdavis@usbr.gov				7 RECIPIENT PROJECT MANAGER Mr. Rob Swartz Phone: (916) 967-7692 Project Manager Fax: (916) 967-7322 Regional Water Authority 5620 Birdcage Street, Suite 180 Citrus Heights, California 95610 rswartz@rwah2o.org			
8 GRANTS OFFICER TECHNICAL REPRESENTATIVE Ms. Pauline A. Calvillo, CC-404 Phone: (916) 989-7275 Bureau of Reclamation Fax: (916) 989-7208 7794 Folsom Dam Road Folsom, California 95630-1799 pcalvillo@usbr.gov				9A INITIAL AGREEMENT EFFECTIVE DATE Date of Execution		9B MODIFICATION EFFECTIVE DATE: N/A	
10 COMPLETION DATE September 30, 2016							
11A PROGRAM STATUTORY AUTHORITY Public Law 108-361, Sec. (c)(1)(d)(3)(A) Water Supply, Reliability, and Environmental Improvement Act, Title I, California Water Security and environmental Enhancement, and public Law 111-11, Sec. 9504(a)(1)(A)(B)(3)						11B CFDA Number 15.533	
12 FUNDING INFORMATION		RECIPIENT/OTHER		RECLAMATION		13 REQUISITION NUMBER 20056167	
Total Estimated Amount of Agreement		\$5,116,755.00		\$300,000.00		14A ACCOUNTING AND APPROPRIATION DATA Cost Center: RR02430000 WBS: RX.18527901.3004013	
This Obligation		\$5,116,755.00		\$298,500.00			
Previous Obligation		\$0.00		\$0.00			
Total Obligation		\$5,116,755.00		\$298,500.00		14B TREASURY ACCOUNT FUNDING SYMBOL 14XR0687NA	
Cost-Share %		94%		6%			
				\$1,500.00 will be held for NEPA			
15 PROJECT TITLE Sacramento Regional Residential Water Meter Installation Project							
16a Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient BY:  DATE: 9/15/14				17a Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation BY:  DATE: 9-17-14			
16b NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER Robert S. Roscoe, General Manager (916) 972-7171 <input type="checkbox"/> Additional signatures are attached				17b NAME OF GRANTS OFFICER Vivian Davis			

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**Grant Agreement
Between
Bureau of Reclamation
And
Sacramento Suburban Water District
For
Sacramento Regional 2014-2016 Residential Water Meter Installation Project – Bay Delta
Restoration Program: CALFED Water Use Efficiency Grant**

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Grant Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and Sacramento Suburban Water District, hereinafter referred to as the “Recipient” or “Grantee,” pursuant to Public Law 108-361, Section 103 (c)(d)(3)(A)– Water Supply, Reliability, and Environmental Improvement Act, Title I – California Water Security and Environmental Enhancement, and Public Law 111-11, Section 9504(a)(1)(3)(i), Omnibus Public Land Management Act of 2009. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

This project is authorized under Public Law 108-361, section 103(c)(d)(3)(A) -Water Supply, Reliability, and Environmental Improvement Act, Title I- California Water Security and Environmental Enhancement, Section D and Public Law 111-11 (42, USC 10364, P.L. 111-11), Title IX of the Omnibus Public Land Management Act of 2009, Subtitle F, Secure Water, Section 9504(a)(1)(3)(i), Water Management Improvement, which states:

Public Law 108-361, Section (c)(d)(3)(A) Compliance with State and Federal Law:

SEC. 103. BAY DELTA PROGRAM.

(c) AUTHORIZATIONS FOR FEDERAL AGENCIES UNDER APPLICABLE LAW.—

(1) SECRETARY OF THE INTERIOR.—The Secretary of the Interior is authorized to carry out the activities described in paragraphs (1) through (10) of subsection (d), to the extent authorized under the reclamation laws, the Central Valley Project Improvement Act (title XXXIV of Public Law 102–575; 106 Stat. 4706), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.), the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.), and other applicable law.

(d) DESCRIPTION OF ACTIVITIES UNDER APPLICABLE LAW.—

(3) WATER USE EFFICIENCY.—

(A) WATER CONSERVATION PROJECTS.—Activities under this paragraph include water conservation projects that provide water supply reliability, water quality, and ecosystem benefits to the California Bay-Delta system.

and

Public Law 111-11, Section 9504(a)(1)(3) WATER MANAGEMENT:

(a) Authorization of Grants and Cooperative Agreements.--

(1) Authority of secretary.--The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement--

(A) to conserve water;

(B) to increase water use efficiency;

(C) to facilitate water markets;

(D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water;

(E) to accelerate the adoption and use of advanced water treatment technologies to increase water supply;

(F) to prevent the decline of species that the United States Fish and Wildlife Service and National Marine Fisheries Service have proposed for listing under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (or candidate species that are being considered by those agencies for such listing but are not yet the subject of a proposed rule);

(G) to accelerate the recovery of threatened species, endangered species, and designated critical habitats that are adversely affected by Federal reclamation projects or are subject to a recovery plan or conservation plan under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) under which the Commissioner of Reclamation has implementation responsibilities; or

(H) to carry out any other activity--

(i) to address any climate-related impact to the water supply of the United States that increases ecological resiliency to the impacts of climate change; or

(ii) to prevent any water-related crisis or conflict at any watershed that has a nexus to a Federal reclamation project located in a service area.

(2) Application.--To be eligible to receive a grant, or enter into an agreement with the Secretary under paragraph (1), an eligible applicant shall--

(A) be located within the States and areas referred to in the first section of the Act of June 17, 1902 (43 U.S.C. 391); and

(B) submit to the Secretary an application that includes a proposal of the improvement or activity to be planned, designed, constructed, or implemented by the eligible applicant.

(3) Requirements of grants and cooperative agreements.--

(A) Compliance with requirements.--Each grant and agreement entered into by the Secretary with any eligible applicant under paragraph (1) shall be in compliance with each requirement described in subparagraphs (B) through (F).

(B) Agricultural operations.--In carrying out paragraph (1), the Secretary shall not provide a grant, or enter into an agreement, for an improvement to conserve irrigation water unless the eligible applicant agrees not--

(i) to use any associated water savings to increase the total irrigated acreage of the eligible applicant; or

(ii) to otherwise increase the consumptive use of water in the operation of the eligible applicant, as determined pursuant to the law of the State in which the operation of the eligible applicant is located.

(C) Nonreimbursable funds.--Any funds provided by the Secretary to an eligible applicant through a grant or agreement under paragraph (1) shall be nonreimbursable.

(D) Title to improvements.--If an infrastructure improvement to a federally owned facility is the subject of a grant or other agreement entered into between the Secretary and an eligible applicant under paragraph (1), the Federal Government shall continue to hold title to the facility and improvements to the facility.

(E) Cost sharing.--

(i) Federal share.--The Federal share of the cost of any infrastructure improvement or activity that is the subject of a grant or other agreement entered into between the Secretary and an eligible applicant under paragraph (1) shall not exceed 50 percent of the cost of the infrastructure improvement or activity.

(ii) Calculation of non-federal share.--In calculating the non-Federal share of the cost of an infrastructure improvement or activity proposed by an eligible applicant through an application submitted by the eligible applicant under paragraph (2), the Secretary shall--

(I) consider the value of any in-kind services that substantially contributes toward the completion of the improvement or activity, as determined by the Secretary; and

(II) not consider any other amount that the eligible applicant receives from a Federal agency.

(iii) Maximum amount.--The amount provided to an eligible applicant through a grant or other agreement under paragraph (1) shall be not more than \$5,000,000.

(iv) Operation and maintenance costs.--The non-Federal share of the cost of operating and maintaining any infrastructure improvement that is the subject of a grant or other agreement entered into between the Secretary and an eligible applicant under paragraph (1) shall be 100 percent.

(F) Liability.--

(i) In general.--Except as provided under chapter 171 of title 28, United States Code (commonly known as the "Federal Tort Claims Act"), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this section, the title of which is not held by the United States.

(ii) Tort claims act.--Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the Federal Tort Claims Act").

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

This is a collaborative project between three water supply agencies in the Sacramento region, with the Sacramento Suburban Water District acting as the lead applicant. The proposed project will install 1,850 residential water meters to achieve water savings estimated at 274 acre-feet per year or 5,480 acre-feet over the 20-year expected lifetime of the improvements. The project will continue for two years commencing on October 1, 2014 and concluding by September 30, 2016.

The facilities of the collaborating agencies are integrally linked to the California-Bay Delta. The proposed project is immediately upstream of the Bay-Delta and provides very direct benefits to the Bay-Delta. Most of the water supply benefit accrued by the project will be available at Folsom Lake, so this creates opportunities for Reclamation to operate Folsom to create greater benefits to the Bay-Delta. The remaining supply benefits are on the Sacramento River directly

upstream of the Bay-Delta. The northern legal boundary of the Delta is near the confluence of the lower American River and Sacramento River adjacent to the project area. Given their proximity to the Delta, these reduced demands resulting from increased water use efficiency will create some of the most direct benefits to the Delta of any project location in the Central Valley.

3. BACKGROUND AND OBJECTIVES

Through this project, Sacramento Suburban Water District (SSWD) will expand its Water Meter Installation Project to provide water meters to more residential customers. By pumping water through their district system, this project reduces energy use and conserves water through less use. It also reduces irrigation run-off water containing pesticides, herbicides, and fertilizer from flowing into local creeks and waterways. This will indirectly benefit any endangered species of birds, amphibians, and reptiles that visit and live in the service area, while increasing urban habitat for a large variety of wildlife.

This project supports CALFED Bay-Delta goals 1, 2, 3, and 4;

1. Improved water efficiency will result in reduced diversions of an estimated 5,481 acre feet over the project lifetime. The savings will reduce irrecoverable losses and increase the volume of water available to the Bay-Delta given the proximity of the project immediately upstream of the Delta.

2. The project is immediately upstream of the Bay-Delta, so it will help achieve broader statewide benefits by increasing the volume of water available to benefit the Delta. In addition to the water savings noted, water quality benefits will accrue to the Bay-Delta through reduced runoff from urban areas that would contain eroded soil, pesticides and fertilizers. Finally, the water not diverted as a result of water savings can be retained in regional reservoirs to preserve cold water pool needed for aquatic species.

3. Efficient use of water supplies creates additional flexibility in managing water supplies by allowing conserved water to be stored in reservoirs or local groundwater basins for drier periods.

4. This project is a regional collaboration of successful meter retrofit programs administered by the project participants over nearly the past decade. The project will be coordinated and managed through the Regional Water Authority's Water Efficiency Program, so it will demonstrably build on existing water use efficiency programs.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

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

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is **\$300,000.00 (\$1,500.00 being held for NEPA)**, of which

the initial amount of federal funds available is limited to **\$298,500.00 (\$1,500.00 being held for NEPA)** as indicated by “this obligation” within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

5. SCOPE OF WORK AND MILESTONES

This project is being proposed as a two-year project. The project includes installation of 1,850 water meters on existing service connections. The majority of residential customers have either a 1/2-inch or 1-inch service, with some connections up to 2 inches. The project includes the following tasks:

Objective 1. Project Management: The Regional Water Authority (RWA) project manager will oversee all aspects of the grant requirements on behalf of the participants to ensure they are in full compliance with funding terms. This will include coordination with Reclamation staff and ensuring that the participants complete their respective tasks as described below in compliance with applicable terms.

Objective 2. Environmental Documentation: A categorical exemption will be prepared per the California Environmental Quality Act (CEQA) requirements by each of the participants prior to commencement of the construction element of the project. Each participant will provide a detailed plan map of their respective project areas to Reclamation for completion of the appropriate level of National Environmental Policy Act (NEPA) compliance prior to any ground disturbing activities.

Objective 3. Final Design: Each participating agency will utilize in-house staff to finalize the plans and details required for their respective project areas to go out to bid for the project. Final design will include specifying the type of installation appropriate for a specific area (e.g., meters in sidewalk, landscaping, driveway, etc.).

Objective 4. Contractor Selection: Upon design completion, each participant will prepare bid documents, advertise the project, solicit bids to install meters, and identify a contractor through a competitive selection process consistent with funding agreement criteria.

Objective 5. Meter Installation: The selected contractor will install the meters on existing service connections for each of the participants. For the City of Sacramento only, the selected contractor will replace approximately 24,000 feet of existing 8” to 12” water mains. Each participant will perform its own construction installation inspections.

Objective 6. Performance Reporting: RWA staff will compile information submitted by participating agencies and prepare consolidated reports for submission to Reclamation. Specific reporting includes:

- a. prepare semi-annual (or other frequency as specified by Reclamation) reports and reimbursement invoices of the combined participants for submission to Reclamation;
- b. preparation of the final project report at conclusion of the project;

c. preparation of a minimum of two annual post-project reports to track expected versus actual water savings. Note that this is not included in the project schedule or budget, because it will extend beyond the project agreement deadline.

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Complete NEPA	September 2014	December 2014
Complete final design and select Contractors	November 2014	January 2015
City of Sacramento and West Sacramento to install meters	January 2015	December 2015
Sacramento Suburban WD complete final design & select contractor	December 2015	December 2015
Sacramento Suburban Water District to install meters	January 2016	September 2016

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall be responsible for carrying out the Scope of Work (SOW). The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 The Recipient agrees to perform all tasks pursuant to and utilizing methods specified in the Recipient's proposal entitled, Sacramento Suburban Water District (Sacramento Regional 2014-2016 Residential Water Meter Installation Project – Bay Delta Restoration Program: CALFED Water Use Efficiency Grant), dated March 6, 2014. (Attachment 1)

6.2 Reclamation Responsibilities

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

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or

lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	COMPUTATION		RECIPIENT FUNDING	OTHER FUNDING	RECLAMATION FUNDING	TOTAL COST
	\$/Unit and Unit	Quantity				
1. SALARIES AND WAGES --Position title x hourly wage/salary x est. hours for assisted activity. Describe this information for each position.						
Project Manager	\$60/hr.	120	\$7,200.00			\$7,200.00
Project Engineer	\$50/hr.	504	\$25,200.00			\$25,200.00
Project Inspector	\$30/hr. @ 15 minutes/meter	462.5	\$13,875.00			\$13,875.00
2. FRINGE BENEFITS – Explain the type of fringe benefits and how are they applied to various categories of personnel.						
N/A						
3. TRAVEL —dates; location of travel; method of travel x estimated cost; who will travel						
N/A						
4. EQUIPMENT —Leased Equipment use rate + hourly wage/salary x est. hours for assisted activity—Describe equipment to be purchased, unit price, # of units for all equipment to be purchased or leased for assisted activity: Do not list contractor supplied equipment here.						
N/A						
5. SUPPLIES/MATERIALS --Describe all major types of supplies/materials, unit price, # of units, etc., to be used on this assisted activity.						
Meters, meter boxes, meter lid, and meter setter.	\$683.78/unit	1,850	\$1,265,000.00			\$1,265,000.00
6. CONTRACTUAL/ CONSTRUCTION —Explain any contracts or sub-Agreements that will be awarded, why needed. Explain contractor qualifications and how the contractor will be selected.						
Contractor installation of meters	\$1,025.95/unit	1,850	\$1,599,500.00		\$298,500.00	\$1,898,000.00
Contractor furnish and install pipeline replacement	\$91.67/lineal foot	24,000	\$2,200,000.00			\$2,200,000.00
7. ENVIRONMENTAL and REGULATORY COMPLIANCE COSTS – Reference cost incurred by Reclamation or the applicant in complying with environmental regulations applicable to this Program, which include NEPA, ESA, NHPA etc.						
NEPA	\$1,500/analysis	1			\$1,500.00	\$1,500.00
8. OTHER –List any other cost elements necessary for your project; such as extra reporting, or contingencies in a construction contract.						
None						
TOTAL DIRECT COSTS--						
9. INDIRECT COSTS - What is the percentage rate% . If you do not have a Federally-approved Indirect Cost Rate Agreement or if						

unapproved rates are used - Explain Why.						
N/A						
TOTAL PROJECT/ACTIVITY			\$5,110,775.00		\$300,000.00	\$5,410,775.00

FUNDING SOURCES	% TOTAL PROJECT COST	TOTAL COST BY SOURCE
RECIPIENT FUNDING	94.5%	\$5,116,775.00
OTHER NON-FEDERAL FUNDING (SPECIFY SOURCE)	0%	\$0.00
RECLAMATION FUNDING	5.5%	\$298,500.00
OTHER FEDERAL FUNDING (SPECIFY SOURCE)	0%	\$0.00
TOTALS	100%	\$5,416,775.00

(Reclamation: \$1,500.00 Held for NEPA**)**

7.2 Cost Sharing Requirement

At least **94.5%** non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

7.4 Allowable Costs (2 CFR Part §225)

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

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

Expenditures for the performance of this Agreement must conform to the requirements within this Circular. The Recipient must maintain sufficient documentation to support these

expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

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

7.5 Changes (43 CFR §12.70)

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

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

(c) *Budget changes.*

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Requesting prior approval.*

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

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

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

7.6 Modifications

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

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

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

8. KEY PERSONNEL

8.1 Recipient's Key Personnel

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

Rob Swartz, Project Manager
Regional Water Authority
5620 Birdcage Street, Suite #180
Citrus Heights, CA 95610
Email: rswartz@rwah2o.org
Phone: 916-967-7692
Fax: (916) 967-7322

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

8.2 Reclamation's Key Personnel

8.2.1 Grants Officer (GO):

Vivian Davis, MP-3827
Bureau of Reclamation, Mid-Pacific Region
2800 Cottage Way, Room E-1815
Sacramento, CA 95825-1898
Email: vdavis@usbr.gov
Phone: (916) 978-5543
Fax: (916) 978-5175

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

- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (2) Approve through formal modification changes in the scope of work and/or budget;
- (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;

- (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;
- (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

8.2.2 Grants Officer Technical Representative (GOTR):

Pauline Calvillo, CC-404
Bureau of Reclamation, Mid Pacific Region
7794 Folsom Dam Road
Folsom, CA 95630
pcalvillo@usbr.gov
Phone: 916-989-7275
Fax: (916) 989-7208

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

8.2.3 Grants Management Specialist. The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Vivian Davis, MP-3827
Bureau of Reclamation, Mid-Pacific Region
2800 Cottage Way, Room E-1815
Sacramento, CA 95825-1898
Email: vdavis@usbr.gov
Phone: (916) 978-5543
Fax: (916) 978-5175

9. REPORTING REQUIREMENTS AND DISTRIBUTION

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

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

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

(a) *Monitoring by grantees.* Grantees are responsible for managing the day-to-day operations of grant and subgrant supported activities. Grantees must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

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

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more

frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

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

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

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

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

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

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

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

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

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

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

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

(f) *Waivers, extensions.*

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

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

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

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 9.3 (43 CFR 12.80) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (43 CFR 12.80) above.
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	For Semi-Annual Reporting: October 1, through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Semi-Annual Reporting: Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending March 31, 2015.	N/A
Submit to:	Grants Management Specialist	Grants Management Specialist
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	For Semi-Annual Reporting: October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Semi-Annual Reporting: Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending	N/A

	March 31, 2015.	
Submit to:	Grants Management Specialist	Grants Management Specialist

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

10. REGULATORY COMPLIANCE

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

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

11. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

12. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility.

13. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

14. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]

(a) IN GENERAL.—Except as provided under chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.

(b) TORT CLAIMS ACT.—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

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

1. REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 43 CFR 12.77 sets forth further regulations that govern the award and administration of subawards by State governments.

2. PAYMENT

2.1 Payment Standards. (43 CFR §12.61)

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

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

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

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

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

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

(1) Grantees and subgrantees shall disburse repayments to and interest earned on a revolving fund before requesting additional cash payments for the same activity.

(2) Except as provided in paragraph (f)(1) of this section, grantees and subgrantees shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

(g) *Withholding payments.*

(1) Unless otherwise required by Federal statute, awarding agencies shall not withhold payments for proper charges incurred by grantees or subgrantees unless—

(i) The grantee or subgrantee has failed to comply with grant award conditions, or

(ii) The grantee or subgrantee is indebted to the United States.

(2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with §12.83(c).

(3) A Federal agency shall not make payment to grantees for amounts that are withheld by grantees or subgrantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or subgrantees actually disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(h) *Cash depositories.*

(1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and subgrantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.

(2) A grantee or subgrantee shall maintain a separate bank account only when required by Federal-State Agreement.

(i) *Interest earned on advances.* Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative expenses.

2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at www.usbr.gov/mso/aamd/asap.html. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>.

3. PROCUREMENT STANDARDS (43 CFR §12.76)

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

(b) *Procurement standards*.

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

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

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

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,

(iii) His or her partner, or

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

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

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

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

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

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

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

(10) Grantees and subgrantees will use time and material type contracts only—

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

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

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

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

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

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

(c) *Competition.*

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

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

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

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

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

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed* — (1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$150,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
- (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.
- (e) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.* (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

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

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

(f) *Contract cost and price.*

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

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

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

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

(g) *Awarding agency review.*

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

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

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

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

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

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

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

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

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

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or

subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

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

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

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

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

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

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold.)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)

(4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

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

4. EQUIPMENT (43 CFR §12.72)

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

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

(c) *Use.*

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

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

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

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

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

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

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

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

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

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

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

- (1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- (2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- (3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

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

- (1) Title will remain vested in the Federal Government.
- (2) Grantees or subgrantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
- (3) When the equipment is no longer needed, the grantee or subgrantee will request disposition instructions from the Federal agency.

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

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

5. SUPPLIES (43 CFR §12.73)

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

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

6. INSPECTION

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

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

Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133. Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § __.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

8. ENFORCEMENT (43 CFR §12.83)

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

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,

(4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

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

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

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

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

9. TERMINATION FOR CONVENIENCE (43 CFR §12.84)

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

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

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

10. DEBARMENT AND SUSPENSION (2 CFR §1400)

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

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

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

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

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

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

13. COVENANT AGAINST CONTINGENT FEES

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

liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

Trafficking in persons.

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

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

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

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

(iii) Use forced labor in the performance of the award or subawards under the award.

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

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

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

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400.

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

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

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

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400.

(c) *Provisions applicable to any recipient.*

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

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

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

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

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

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

(1) "Employee" means either:

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

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.*)

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing

sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.

- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.

(c) Exemptions to the URA and 49 CFR Part 24

- (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).

- (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:

- (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
- (ii) inform the owner in writing of what it believes to be the market value of the property

- (d) Review of Land Acquisition Appraisals.** Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 11.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus*.
- ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

III. LIST OF DOCUMENTS, EXHIBITS, OR OTHER ATTACHMENTS (06/04)

1. THE FOLLOWING DOCUMENTS, EXHIBITS OR ATTACHMENTS ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Attachment Number	Title	No. of Pages
1	Sacramento Regional 2014-2016 Residential Water Meter Installation Project – Bay Delta Restoration Program: CALFED Water Use Efficiency Grant	47

BAY-DELTA RESTORATION PROGRAM:
CALFED WATER USE EFFICIENCY GRANTS

SACRAMENTO REGIONAL 2014-2016 RESIDENTIAL
WATER METER INSTALLATION PROJECT

SACRAMENTO AND YOLO COUNTIES, CA

ATTACHMENT 1

Applicant

Sacramento Suburban Water District
3701 Marconi Avenue, Suite 100
Sacramento, CA 95821

Project Manager

Robert J. Swartz

Regional Water Authority

5620 Birdcage Street, Suite 180

Citrus Heights, CA 95610

rswartz@rwah2o.org

916-967-7692 Phone; 916-967-7322 FAX

March 6, 2014

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Executive Summary

Date: March 6, 2014
Applicant: Sacramento Suburban Water District
City, County, State: Sacramento, Sacramento, California

Project Name: Sacramento Regional 2014-2016 Residential Water Meter Installation Project

2014 Funding Request Summary:

FUNDING SOURCE	FUNDING AMOUNT
Non-Federal Entities:	
Sacramento Suburban Water District (monetary)	\$667,900.00
Sacramento Suburban Water District (in-kind)	\$12,975.00
City of Sacramento (monetary)	\$3,804,900.00
City of Sacramento (in-kind)	\$12,450.00
City of West Sacramento (monetary)	\$604,900.00
City of West Sacramento (in-kind)	\$13,650.00
Non-Federal Subtotal:	\$5,116,775.00
Reclamation Funding:	\$300,000.00
TOTAL PROJECT FUNDING:	\$5,416,775.00

Project Summary: This is a collaborative project between three water supply agencies in the Sacramento region, with the Sacramento Suburban Water District acting as the lead applicant. The proposed project will install 1,850 residential water meters to achieve water savings estimated at 274 acre-feet per year or 5,480 acre-feet over the 20-year expected lifetime of the improvements. The cooperating agencies have committed \$5,116,775 in non-federal cost share to be matched with the \$300,000 from the Bay-Delta Restoration Program Grant. The project will continue for two years commencing on October 1, 2014 and concluding by September 30, 2016.

CALFED Program Goals: This project supports CALFED Bay-Delta goals 1, 2, 3, and 4.

1. Improved water efficiency will result in reduced diversions of an estimated 5,481 acre-feet over the project lifetime. The savings will reduce irrecoverable losses and increase the volume of water available to the Bay-Delta given the proximity of the project immediately upstream of the Delta.
2. The project is immediately upstream of the Bay-Delta, so it will help achieve broader statewide benefits by increasing the volume of water available to benefit the Delta. In addition to the water savings noted, water quality benefits will accrue to the Bay-Delta through reduced runoff from urban areas that would contain eroded soil, pesticides and fertilizers. Finally, the water not diverted as a result of water savings can be retained in regional reservoirs to preserve cold water pool needed for aquatic species.

3. Efficient use of water supplies creates additional flexibility in managing water supplies by allowing conserved water to be stored in reservoirs or local groundwater basins for drier periods.
4. The project is a regional collaboration of successful meter retrofit programs administered by the project participants over nearly the past decade. The project will be coordinated and managed through the Regional Water Authority's Water Efficiency Program, so it will demonstrably build on existing water use efficiency programs.

Project Feasibility: The feasibility of meter installation projects is well-established. Each of the participants has been implementing meter installation programs for the past decade, and each has substantial experience in successfully completing this type of project. Since 2004, the participating agencies have installed more than 50,000 residential water meters giving them substantial experience in implementing the proposed project.

Contact Information: While Sacramento Suburban Water District is the primary applicant, this collaborative effort is being coordinated and managed by the Regional Water Authority (RWA), a local public agency formed to represent water supply agencies in the greater Sacramento region. The RWA contact for this application and project is:

Rob Swartz
Principal Project Manager
916-967-7692
rswartz@rwah2o.org

Technical Proposal

A. Background Data

A.1 The applicant is located in Sacramento County, California. The project represents a collaborative effort among three water agencies in Sacramento County and Yolo County and will be coordinated and managed by the Regional Water Authority (RWA), a joint powers authority representing the agencies. The project locations are within the service areas of the participants as shown in the figure on the following page. More detailed service area maps indicating the proposed meter retrofit projects for each of the participants are shown in Attachment 1.

A.2 The average annual water supply of the three participating agencies is shown in the table below. For the past five years, the participants have supplied 167,103 acre-feet to primarily urban users. Of this supply, 75% was surface water (SW in table) and 25% was groundwater (GW in table). The entire water supply is within the Bay-Delta watershed.

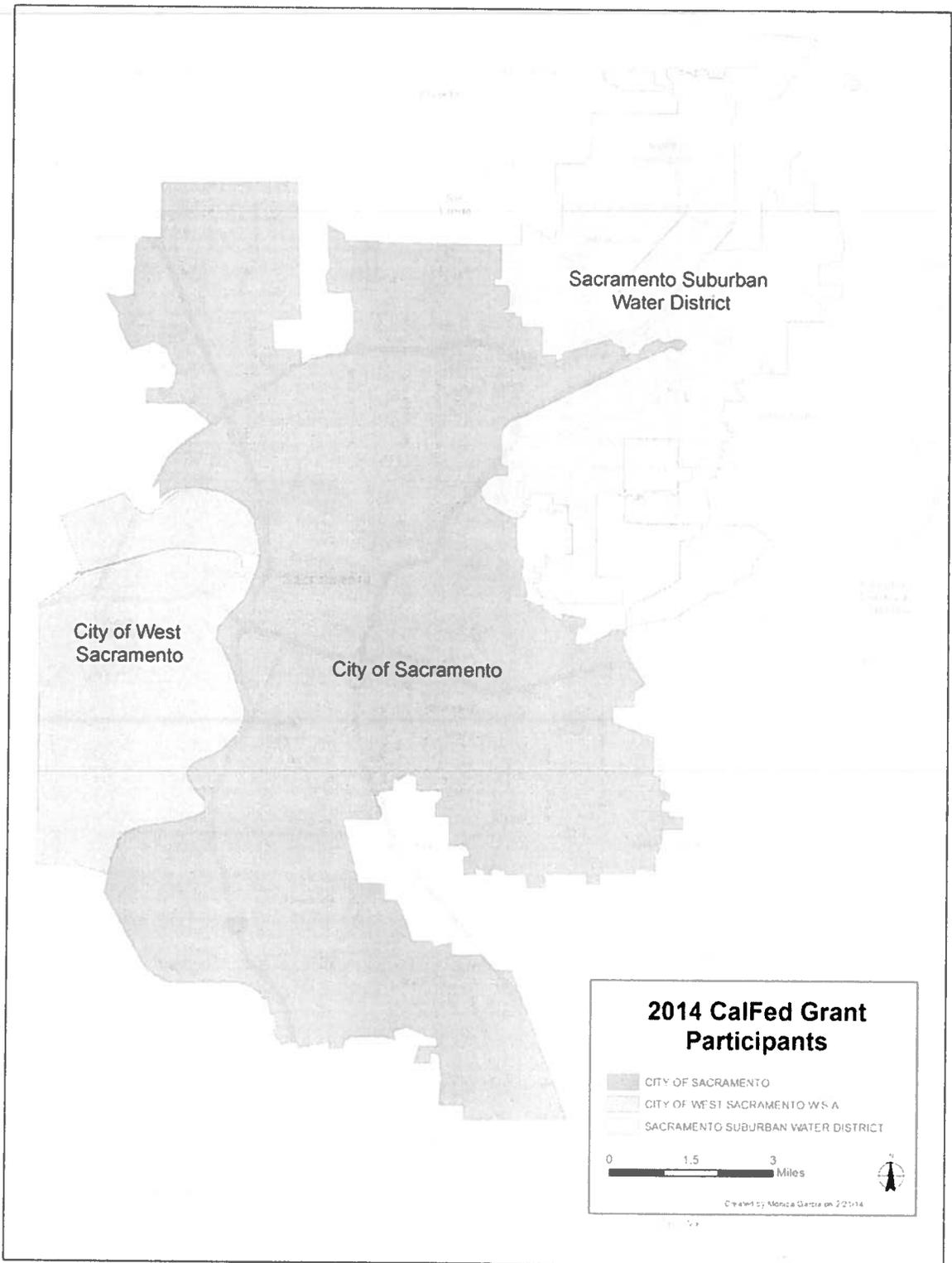
Five Year Average Water Supply of Participants (acre-feet)

	Sacramento Suburban WD		City of Sacramento		City of West Sacramento	
	SW	GW	SW	GW	SW	GW
2008	14,982	23,516	108,880	20,391	14,750	0
2009	12,084	23,021	99,575	20,059	13,794	0
2010	16,208	20,178	92,254	18,387	13,107	0
2011	16,709	19,119	90,578	18,210	12,719	0
2012	10,559	27,530	99,890	14,617	14,396	0

A.3 The classification of water use of the participating agencies is included in the table below. The data are from 2010 Urban Water Management Plan updates submitted to the California Department of Water Resources.

Annual Water Use by Customer Class (acre-feet)

Customer Category	SSWD	City of Sacramento	City of West Sacramento
Single Family Residential	15,978	37,362	4,676
Multi-Family Residential	10,330	21,672	784
Commercial, Industrial, Institutional	5,421	26,178	7,647
Landscape	1,019	4,777	0
Other	0	2,071	0
Total	32,748	92,060	13,107



Service Area Boundaries of Participating Agencies

A.4 The water supply subject to the proposed project is primarily for urban uses, so agricultural irrigation supplies are not described further here.

A.5 Water Supply Facilities. The facilities of the three participating agencies are described further below.

Sacramento Suburban Water District. Water supply for SSWD is currently derived from active groundwater wells and surface water from Folsom Reservoir via the Peterson Water Treatment Plant (WTP) operated by San Juan Water District. SSWD's water supply also includes surface water from the American River from the City of Sacramento's Fairbairn WTP. SSWD has a total of 89 active wells with a combined capacity of 98,390 gallons per minute (gpm). All of the wells pump directly into the distribution system.

SSWD has three pump stations, seven storage tanks with a total storage capacity of more than 15 million gallons, and 45 interconnections for emergency purposes with neighboring districts. The entire distribution system consists of approximately 682 miles of pipeline ranging from 48-inch mains down to 4-inch laterals.

City of Sacramento. Sac City's existing distribution system consists of water supply and treatment facilities, two pressure zones, groundwater wells, storage tanks, pumping facilities, and distribution/transmission pipelines. Sac City treats surface water diverted from the Sacramento and American Rivers with two water treatment facilities: the Sacramento River Water Treatment Plant (SRWTP) and the Fairbairn Water Treatment Plant (FWTP).

High capacity pumps at each of the treatment plants pump water directly into the distribution system creating a pressure zone that encompasses the majority of the City. The Bell Avenue Booster Pump Station is an in-system booster pump station that creates a small pressure zone in the northeastern part of Sac City. Sac City currently operates thirty-two municipal groundwater supply wells; thirty wells are located in the northern portion of the City, north of the American River, while the remaining two are located south of the American River. Fourteen additional wells are operated separately from the drinking water system and are used to meet irrigation demands of City parks. The total pumping capacity of the City's municipal supply wells is approximately 33 million gallons per day (mgd), or about 30 mgd assuming that only 90 percent are available at any given time.

The City currently has fifteen storage facilities: ten storage tanks are located throughout the City, while five clearwells are located at the WTPs (two at FWTP and three at SRWTP). The total pumping capacity of the City's system is 647 mgd (firm capacity of 533 mgd). The City maintains just over 1,400 miles of transmission and distribution system mains ranging in size from 4 to 60 inches in diameter; only 130 miles consists of pipe that are 12 inches in diameter or larger.

City of West Sacramento. West Sacramento currently relies on surface water supplied from the Sacramento River to meet demands. West Sacramento treats Sacramento River water at the 58 mgd Bryte Bend Water Treatment Plant. The distribution system consists of over 200 miles of pipeline ranging from 4 to 58 inches. The system is served by 8 remote storage and pumping stations with a total treated water storage of 22.5 million gallons.

A.6 The facilities of the collaborating agencies are integrally linked to the California-Bay Delta. The proposed project is immediately upstream of the Bay-Delta and provides very direct benefits to the Bay-Delta. Most of the water supply benefit accrued by the project will be available at Folsom Lake, so this creates opportunities for Reclamation to operate Folsom to create greater benefits to the Bay-Delta. The remaining supply benefits are on the Sacramento River directly upstream of the Bay-Delta. The northern legal boundary of the Delta is near the confluence of the lower American River and Sacramento River adjacent to the project area. Given their proximity to the Delta, these reduced demands resulting from increased water use efficiency will create some of the most direct benefits to the Delta of any project location in the Central Valley.

A.7 Other relevant background.

- The Regional Water Authority (RWA) is a joint powers authority formed in 2001 pursuant to the Joint Exercise of Powers Act. RWA represents 22 member water agencies in the El Dorado, Placer, Sacramento, and Yolo county region.
- RWA's Water Efficiency Program was the recipient of Reclamation's 2004 Commissioner's Award for the Mid-Pacific Region for its outstanding efforts in implementing a regional water efficiency program.
- SSWD led a similar successful collaborative effort in 2009 to install residential water meters. That project was funded by a USBR WaterSMART ARRA award. The project exceeded expectations. In total, 12,009 residential meters and 4 bulk water meter stations were installed with the combined local and grant shares. This compared to the original estimate of 9,743 residential meters and one bulk meter station as submitted in the original application. Additionally, we calculate that the grant funded portion of the project resulted in an average of 24.6 jobs created over the year of meter installations. This compared to our original estimate of 23 jobs created. The grant was managed by RWA on behalf of the recipients, with all reporting meeting Reclamation schedules.
- SSWD was awarded an FY12 Bay-Delta Restoration Grant (Agreement R12AP20029) for a regional effort to install 4,021 meters in the Sacramento region. That effort is currently ongoing, with more than 2,290 meters installed through September 30, 2013. None of the meter projects in the current application are part of the past award.
- SSWD was awarded an FY13 Bay-Delta Restoration Grant (Agreement R13AP20052) for a regional effort to install 5,953 meters in the Sacramento region. That effort is currently ongoing. None of the meter projects in the current application are part of the past award.

B. Consistency with State or Local Water Plan

B.1 Yes. The project is consistent with the California Water Plan, which calls for achieving some 1.8 million acre-feet of water conservation savings statewide. The project is consistent with the Sacramento region's Water Forum Agreement of April 2000, which calls for a water conservation element as a critical component of ensuring the co-equal objectives of a reliable water supply through the year 2030 and protection of the lower American River from Folsom Dam to the confluence with the Sacramento River. The project is consistent with the American River Basin Integrated Regional Water Management Plan (ARB IRWMP) adopted in May 2006 by the Regional Water Authority. The ARB IRWMP identifies water conservation as a priority regional planning objective. Finally, the American River Basin recently completed a System Optimization Review (SOR) that was funded through a 2010 WaterSMART grant awarded to San Juan Water District. The SOR was completed in September 2012, and it identified increased water use efficiency as a key objective. Residential water meter installations were identified as priorities for implementation in the SOR.

B.2 Each of the participants has approved 2010 Urban Water Management Plans (UWMP) by the California Department of Water Resources (DWR). The City of Sacramento and SSWD have approved California Urban Water Conservation Council (CUWCC) plans and are compliant with reporting requirements, with the most recent period covering 2011/2012. SSWD has a Warren Act contract with Reclamation, so it is required to submit its UWMP under the Reclamation Reform Act. The 2010 SSWD UWMP has been approved by Reclamation (personal communication with Angela Anderson with USBR on March 5, 2014). The City of Sacramento is not required to submit a USBR water management plan. The City of West Sacramento submitted its USBR water management plan in July 2013. That plan has been partially approved, and requires CUWCC best management practice (BMP) reporting to be fully approved (personal communication with Angela Anderson with USBR on February 28, 2014). West Sacramento is actively working on addressing this component of the management plan.

B.3 The retrofit of existing customers with meters and subsequent billing with commodity rates is a key component of all water management plans, so the project directly contributes to a priority BMP of all the participants.

C. Project Description

C.1 The project primarily includes installation of 1,850 water meters on existing service connections. A current standard detail for a ¾-inch (in) or 1-in residential meter is shown in Attachment 2. The majority of residential customers have either a ¾-in or 1-in service, with some connections up to 2-inches. In the case of the City of Sacramento's portion of the project, some 24,000 feet of 8- to 12-inch water main is also being replaced at the time of the project. This is because the service area is old and consists of backyard mains. The project includes the following tasks:

Task 1. Project Management: The RWA project manager will oversee all aspects of the grant requirements on behalf of the participants to ensure they are in full compliance with funding terms. This will include coordination with Reclamation staff and ensuring that the participants complete their respective tasks as described below in compliance with applicable terms.

Task 2. Environmental Documentation: A categorical exemption will be prepared per California Environmental Quality Act (CEQA) requirements by each of the participants prior to commencement of the construction element of the project. Each participant will provide a detailed plan map of their respective project areas to Reclamation for completion of the appropriate level of National Environmental Policy Act (NEPA) compliance prior to any ground disturbing activities.

Task 3. Final Design: Each participating agency will utilize in-house staff to finalize the plans and details required for their respective project areas to go out to bid for the project. The standard meter installation detail specifications for the participating agencies are provided for reference in Attachment 2. Final design will include specifying the type of installation appropriate for a specific area (e.g., meters in sidewalk, landscaping, driveway, etc.).

Task 4. Contractor Selection: Upon design completion, each participant will prepare bid documents, advertise the project, solicit bids to install meters, and identify a contractor through a competitive selection process consistent with funding agreement criteria.

Task 5. Installation: Installation will include the following:

- a. The selected contractor will install the meters on existing service connections as shown on the service area figures provided in Attachment 1 for each of the participants.
- b. For the City of Sacramento only, the selected contractor will replace approximately 24,000 feet of existing 8- to 12-inch water mains.
- c. Each participant will perform its own construction installation inspections.

Task 6. Performance Reporting: RWA staff will compile information submitted by participating agencies and prepare consolidated reports for submission to Reclamation. Specific reporting includes:

- a. prepare semi-annual (or other frequency as specified by Reclamation) reports and reimbursement invoices of the combined participants for submission to Reclamation;
- b. preparation of the final project report at conclusion of the project;
- c. preparation of a minimum of two annual post-project reports to track expected versus actual water savings (described in Performance Measures and Project Monitoring section of the application below). Note that this is not included in the project schedule or budget, because it will extend beyond the project agreement deadline.

C.2 The project schedule described below and a detailed graphical schedule is included as Attachment 3. Project management tasks would commence immediately upon award notification and continue throughout the duration of the two-year project schedule.

Upon award, all participants will provide information necessary for Reclamation to prepare a NEPA analysis and each participant will complete CEQA by December 2014.

Because of differences in when the participants will complete their installations, the final design, contractor selection and installation tasks are shown as two phases. The City of Sacramento and the City of West Sacramento will complete their installations in 2015. To do this, they will complete final design by December 2014 and select a contractor by January 2015. Installations will occur between January 2015 and December 2015.

Sacramento Suburban Water District will complete its installations in 2016. To do this, they will complete final design by December 2015 and select a contractor by January 2016. Installations will occur between January 2016 and September 2016.

Semi-annual reports and invoices would begin in March 2015 and continue every six months for the duration of the project. A final project report would be prepared upon project completion in September 2016, unless otherwise specified in the funding agreement. Finally, as noted above, the participants will continue post-project monitoring beyond the project schedule, but this task was not depicted on the schedule.

C.3 There are no expected deviations from the assumed Reclamation project schedule commencing on October 1, 2014 and completing by September 30, 2016. The schedule assumes that NEPA will be completed by the end of December 2013. This estimate is based on our experience with Reclamation on the 2009 WaterSMART ARRA Grant and the FY 2012 and FY 2013 USBR Bay-Delta Restoration CalFed Water Use Efficiency Grants awarded to SSWD. All of these past projects are very similar in nature to the current proposed project. However, sufficient flexibility exists in the project to ensure that construction activities will be completed within the 24-month project duration even in the event that NEPA compliance were to take up to 6 months as was indicated in the funding opportunity announcement.

C.4 Sample specifications for residential meter installations of each of the participants are included in Attachment 2 of this application. As previously noted, the participants have extensive experience with planning and design on such projects having completed more than 50,000 residential meter installations since 2004. Also included in Attachment 2 are sample specifications for the City of Sacramento's water main replacement portion of the project. The City has extensive experience with water main replacements having replaced 74,000 lineal feet since 2011.

D. Demonstrated Results

D.1 Consistency with Bay-Delta Benefits. The project will assist in meeting all three of the following CALFED Bay-Delta Program objectives: (1) ecosystem restoration, (2) water supply reliability and (3) water quality.

Ecosystem Restoration: This project has indirect ecosystem restoration benefits. Ecosystem protection is one of seven key elements of the Sacramento Water Forum Agreement signed by local water purveyors in 2000 (water conservation is another element of the agreement). As part of the agreement, the Sacramento region is implementing a large-scale conjunctive use project. This water efficiency project will lead to more groundwater banking in wet years and less surface diversions in dry years due to reduced water use. By assisting with summer peak withdrawals from the lower American and Sacramento Rivers upstream to the Bay-Delta, the benefits will be to both timing and flow, especially during dry-years to the Bay-Delta that will aid in its restoration.

Water Supply Reliability: Given this is a water efficiency project, the reduction in peak irrigation demands will help with lessening not only total annual demands but also peak summer diversions and irrecoverable losses. Water savings from this project will assist with lessening future water demands and thus lead to improved potential flows to the Bay-Delta.

Water Quality: The water quality benefits derived from this project will be the ability for Folsom Reservoir to maintain more storage and cold water pool that will directly provide temperature benefits for flows in the Lower American, Sacramento River and downstream Bay-Delta. Additional benefits will accrue from reduced runoff from overwatering that contains eroded soil, pesticides and fertilizers that drain through the stormwater system and directly discharge to local surface waters, including tributary creeks and rivers upstream of the Bay-Delta.

D.2 Benefits of Conserved Water

(a) The estimated conserved water for this project is 274 acre-feet (AF) per year. The project benefits are assumed to last for 20 years for a lifetime savings of 5,480 AF. Assumptions and documentation of these benefits are included in section D.3(d) below.

All participants in the study draw on surface water from Folsom Lake or the Sacramento River just north of the legal Delta, so the conserved water will remain in the heart of Reclamation's system, which will directly benefit the Bay-Delta. The benefits will accrue from enhanced local instream flows in terms of both staying in the reservoir, stream or groundwater aquifer to maximize conjunctive use opportunities and provide better flow and timing benefits, especially in dry-years.

(b) Not applicable given water delivery facilities (e.g., canals) are not directly modified by this project.

(c) The installation of a meter at a residence provides an opportunity for both the supplier and consumer to better manage supply. Therefore, it was assumed that the average annual water use by each of these customers is subject to better management.

Assuming 1,850 customers to receive meters, an estimated 1,365 AF per year will be subject to being better managed by Reclamation and local utilities as a result of this project. The data used in making this calculation are shown in the table below broken down by each participating agency. Assumptions of these data are further described in section D.3(d) below. These efficiency improvements will have a direct benefit of assisting with maximizing operational flexibility in times of peak summer demands. For example, water savings will have the potential benefit of adding to storage to Folsom Reservoir and its cold water pool that can be optimized for releases to the Bay-Delta and downstream users.

Summary of Water Better Managed

Agency	Daily Use Per Household (gal)	Annual Use Per Household (ac-ft)	# of Households	Total Water Better Managed (ac-ft/year)
SSWD	571	0.64	610	390
City of Sacramento	649	0.73	540	392
City of West Sacramento	581	0.65	700	583
Total			1,850	1,365

D.3 Project Benefits

(a) **Direct Benefits:** Quantifiable benefits are savings of 274 AF per year and 5,480 AF over the 20 year estimated useful life of the meters. The American and Sacramento rivers directly contribute to the Bay-Delta, so it will benefit from the enhanced instream flows. The benefits are expected to accrue year-round for an annual average savings of 20%. However, the actual volume saved in any given month would vary because demand will vary depending on weather conditions. We expect the greatest savings potential to occur in the June through September timeframe, which is when it can best benefit the Bay-Delta. Based on historic use patterns in the greater Sacramento region, just over 50% of the total annual demand occurs in the four month period. Therefore, about 137 AF of the annual savings will be realized during peak water usage times.

(b) **Indirect Benefits:** This project will allow for more supply reliability and improved water management by complementing the existing conjunctive use program. The Sacramento metropolitan area is regionally self-sufficient and relies on average during a normal year of about 68% surface water use and 32% groundwater. The Sacramento region has invested heavily in a regional conjunctive use project where more surface water is used in wet years and more groundwater in dry-years. Decreasing irrigation demands between April and October, when supplemental water is used on urban landscapes, will maximize more in-lieu groundwater recharge in wet years and minimize increases in groundwater withdrawals from banked storage in dry-years. This management method serves to add more flows downstream (the full annual 274 AF of benefits) to the Bay-Delta than would otherwise occur in dry years.

(c) Other Benefits: Energy/greenhouse gas emission benefits are significant from this project given irrigation demands peak in July and August when electricity loads in the region also peak. Electric utilities are forced to import less clean alternative fuels to meet maximum peak demands. For example, Sacramento Municipal Utilities District (SMUD) imports power from natural gas field in New Mexico rather than rely on its wind, solar or hydroelectric sources of power. Water and wastewater operations account for an estimated 20% of electricity demand in California. For this project, the participating agencies are in the top 20-consuming customers list for SMUD. SMUD estimated that on average 1 kWh is saved for every 700 gallons of water delivered. As a result, this project is estimated to save a total of 89 million gallons of water each year, which equates to an annual savings of over 127,547 kWh for the 1,850 site improvements. SMUD electricity has an annual average of 714 lbs of CO₂ emissions per MWh (Climate Action Registry Report, SMUD, 2007). As a result, this project can save more than an estimated 91,000 lbs of CO₂ emissions per year and over the lifetime of 20 years can save on the order of 1.8 million lbs of CO₂ for the 5,953 sites receiving meters.

While we are not able to quantify water quality benefits, we believe that the potential for improved water quality to the downstream Bay-Delta will be another benefit of this project. RWA has recently conducted an assessment with the Sacramento Regional County Sanitation District of the potential loading of salts resulting from residential use. Our calculation indicates that in 2011 the average total dissolved solids of water before it is used (source water) is approximately 133 milligrams per liter (mg/L) where the water entering the wastewater treatment plant following post-consumer use was an average of 419 mg/L. Improved water efficiency has significant potential to improve the water quality of water from the region flowing into the Bay-Delta by 1) leaving the better quality water in local rivers and reservoirs in the first place, and 2) reducing the contact of this water with potential contaminants.

(d) Documentation and Support of Estimated Conserved Water: The estimated savings resulting from the project are based on a large amount of recent data reported by participating agencies in their 2010 UWMP updates. The data are shown in the two tables below with accompanying discussion.

For 2010 UWMP updates, each participant calculated a five year average (2003 through 2007) of gross per person water usage. This is derived by dividing the population served by the total water produced. While this method gives a barometer of relative water usage of a given supplier, it may overstate the savings potential of a conservation measure. For example, not all of the water produced makes its way directly to the consumer. To correct for this, we assumed that 10% of the water produced was lost through system leaks. Therefore, we reduced the assumed per person usage by 10%. Next, we relied on U.S. Census Bureau data to determine the average number of persons per household, which is 2.7 for Sacramento and Yolo counties (see www.quickfacts.census.gov). By multiplying the corrected per person usage by the persons per household, we were able to calculate the total daily usage per household in gallons for baseline usage.

Calculation of Project Baseline Usage

Agency	2003-2007 Gross Per Person Usage (gallons)	Per Person Usage with 10% System Loss Assumed (gallons)	Persons Per Household	Daily Use Per Household (gallons)
SSWD	235	212	2.7	571
City of Sacramento	267	240	2.7	649
City of West Sacramento	306	275	2.7	744

With the baseline usage established, we were able to calculate the savings potential of the project. We assumed that we could achieve a 20% average annual savings from installing a meter. This is supported by a CUWCC 2004 BMP Costs and Savings Study. By applying the 20% savings, we were able to determine the daily savings per household in gallons. We then multiplied this by the number of meters to be installed in each of the participating agencies and converted the result to annual water savings in acre-feet (multiplied daily result by 365 days/year and divided result by 325,851 gallons per acre-foot). We then assumed a reasonable life expectancy of the meters of 20 years. This assumption is supported by American Water Works Association Manual M6, which indicates that the accuracy for old water service meters is expected to be between 15 and 25 years. We assumed an average in the middle of this range.

Calculation of Project Savings Potential

Agency	Daily Savings Per Household (gallons)	Number of Meters to be Installed	Total Annual Water Savings (acre-feet)	Total 20-year Lifetime Savings (acre-feet)
SSWD	114	610	78	1,561
City of Sacramento	130	540	79	1,580
City of West Sacramento	149	700	117	2,340
Totals		1,850	274	5,481

E. Performance Measures and Project Monitoring

E.1 Performance measures to monitor and verify project results. The primary performance measurement for the meter installation project will be actual water savings. Despite not having pre-project water usage data due to a lack of metered connections in a specific service area, the measurement of project success is a relatively straightforward exercise, including the following:

1. After a meter is installed, the customer will begin receiving water usage data while still being billed on a flat-rate basis for one year as required by California law. In some cases the customer will receive the data in excess of one year as entire service areas are converted to volumetric data at one time.
2. The participants will generate reports of monthly customer usage data for the service areas included in this project and will provide the data to RWA, which will compile the data in a spreadsheet for a minimum of two years post-installation.

3. When volumetric billing commences, the data will be compared on a month over month basis (e.g., January 2015 to January 2016) for savings. This will occur for an entire annual cycle to observe not only annual water savings, but savings during higher use periods (e.g., July).
4. When comparisons of flat-rate to volumetric rate savings area made, we will examine monthly temperature and precipitation data for deviations from average conditions to correct for weather conditions that could influence savings.

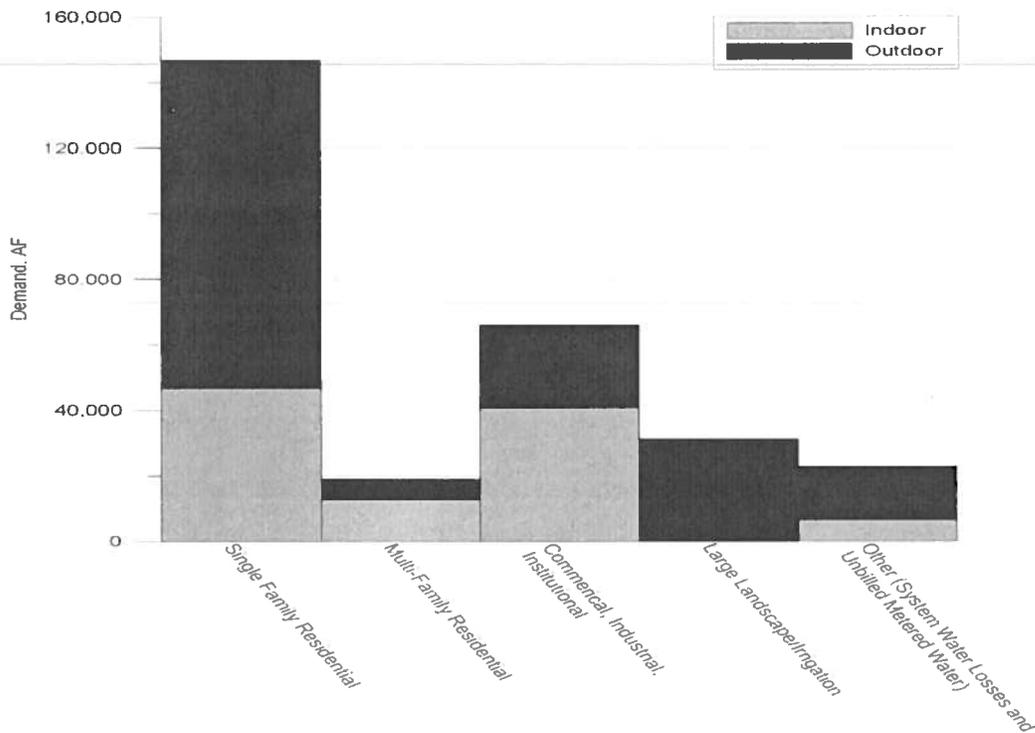
Additional reporting measures that will be used to evaluate project success include the following:

1. Up to four semi-annual status reports will be submitted to USBR summarizing the number of meters installed, planned versus actual progress of the project, and planned versus actual expenditures along with other required reporting elements per the funding agreement.
2. A Monitoring and Assessment Report will be prepared as part of the final project report following project completion. This report will include totals for number of meters installed by agency, planned versus actual budget, schedule, and scope, and estimated baseline usage of the customers converted to meters through the project.
3. A minimum of two post-project annual project updates will be submitted following project completion to document the assumed versus actual savings of customers converted to meters with volumetric billing. The report will include a discussion whether hydrologic conditions may have affected the potential water savings. Note that this is not included in the project budget estimate because it will occur following expiration of the grant agreement.

F. Need for Project and Community Involvement

F.1 Project Need

(a) **The Urgency of the Project:** The current extreme dry conditions in California are once again showing our state's vulnerability to maintaining sustainable water supplies for a healthy environment and economy. Implementing water conservation measures is a critical component of sustainability. Water meters are one of the most effective ways to provide customers with critical feedback on their usage and will help manage the system effectively both over the long term and in response to drought conditions. Based on an analysis of Urban Water Management Plans available for local Sacramento water purveyors, the figure below illustrates that the largest sector of use is for residential customers (> 140,000 AF of total demand). As a result of this analysis, one of the highest priorities to conserve water in the Sacramento region is to reduce demand by installing meters on existing residential customers.



Sacramento Regional Estimate of Demand by Sector of Use (Total Demand 0.5 MAF)

(b) Negative consequences or potential impacts if not implemented: Given current tight budgets at local water utilities, meter installation programs could be deferred until the 2025 state mandated deadline. This would likely cause continued vulnerability to dry conditions and could result in economic impacts through reduced construction activities (i.e., jobs) and reduced purchases of the required equipment for the projects.

(c) Other information relevant to the need of the proposed project: The benefits of this project extend far beyond the region. The Bay-Delta is the most immediate beneficiary of reduced consumer demand in the Sacramento region given our proximity to the Delta. Reduced demands in the region lead to additional water being made available at Folsom Lake. Not only does this increase the potential volume available for other uses, but the additional storage can result in more cold-water pool in the reservoir. This could have further environmental benefits, particularly as fall-run species begin to return through the Delta. The Delta will also benefit from improved water quality as the water not being diverted will maintain a higher quality (e.g., less salt loading from consumer applications).

F.2 Public Outreach and Support. The project includes extensive outreach to both local suppliers and stakeholder groups. RWA is in continuous contact with the Sacramento area Water Forum representing some 40 interest groups including water suppliers, environment, business, and local government about projects that we believe help meet the conservation commitments to the April 2000 Water Forum Agreement, which is a plan to achieve a reliable water supply for planned growth in the region through 2030 while preserving the lower American River. Implementation of water conservation measures is

an important priority to the Water Forum, which has written a letter of support for the project (Attachment 4).

Given the scale of the meter retrofit programs in the region over the past decade, there has been extensive direct outreach to customers. As part of the program, customers are notified directly when meters are to be installed in a community and are educated on what it will mean to have a meter. Following installation, customers are given information on their water use for a full year prior to being converted to billing based on volumetric use.

There is no known opposition to the project.

G. Environmental and Regulatory Compliance

G.1 The project will not impact the surrounding environment. The project will consist of only minor excavation at existing residential locations where the meters are to be installed and in existing paved streets for the water main replacement. The work will be performed in compliance with local and state stormwater pollution prevention requirements to ensure required erosion control measures are implemented. For the proposed project, the participants will file a categorical exemption under the California Environmental Quality Act (CEQA) under the provision below:

Article 19 Categorical Exemptions, Section 15301 Existing Facilities:

“Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use.”

Specifically, part (b) exempts “existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services.”

The participants will work with Reclamation to ensure NEPA compliance prior to commencement of any ground disturbing activities.

G.2 There are no wetlands within the project boundaries.

G.3 Sacramento Suburban Water District was formed in 2002 by consolidating Arcade Water District (established in 1954) and Northridge Water District (established in 1956). The City of Sacramento's first public water supply was developed in 1854. The City of West Sacramento acquired its water system in 1983 from the East Yolo Community Services District.

- G.4 The project will not affect individual features of an irrigation system.
- G.5 No listed or eligible structures will be involved in this project.
- G.6 There are no known archeological sites in the proposed project area.
- G.7 The likely permits required are encroachment permits where disturbances in county or city rights of way will occur. The Cities of Sacramento and West Sacramento will not require encroachment permits within their own rights of way. SSWD will have an annual encroachment permit already to access and excavate within the County right-of-way. The only other likely requirements are for contractors to have traffic control and stormwater pollution prevention plans. These permits and activities are routinely acquired as part of ongoing implementation of the meter programs of the participants.
- G.8 Environmental compliance costs are included in the budget. These costs include the assumption that each participating agency will prepare a categorical exemption under CEQA at an assumed 16 hours per agency. NEPA costs were estimated at \$1,500 for Reclamation expenses acting as the lead agency, as estimated by USBR. This is a conservative estimate and is consistent with costs from previous awards from Reclamation under an American Recovery and Reinvestment Act grant in 2009 and from the FY 2012 and FY 2013 USBR Bay-Delta Restoration CalFed Water Use Efficiency Grant.

Project Benefits Sheet

Please provide the appropriate water management benefits for agricultural or urban measures that you anticipate addressing in your proposal. Where available, please provide an estimate of the benefit in units (i.e. Acre Feet, \$, %)

Portion of applicant's water originating from the Bay-Delta watershed 100 %

Reduce Leaks and Seepage N/A Acre Feet/Year

Reduces System Spills N/A Acre Feet/Year

Makes More Water Available for Crop Use N/A Acre Feet/Year

Reduces Diversions 274 Acre Feet/Year

Reduces Operation Costs N/A \$/Year

Reduces Energy Cost N/A \$/Year

Reduces Waste Treatment Cost N/A \$/Year

Improves Crop Yield N/A Percent/Year

Reduces On-Farm Costs N/A \$/Year

Reduces Per Capita Use 131 Gals/Site/Day Gals/Capita/Day/Site

Provides Technical Training N/A # of People

Provides Water Conservation Education 1,850 households or 4,995 People

Improves Water Supply Reliability 20 Frequency (Yrs)*

Reduces Drainage Induced Erosion Not calculated Tons/year

Improves Water Quality Not calculated %Reduction of

Enhances Aquatic/Riparian Habitat N/A Acres

Endangered Species No Yes/No

*Estimate of how often the improvement will occur (i.e. 1 = each year, 2 = 1 in 2 years etc.)

Funding Plan

- a) The project participants will make their contributions to the cost share requirement through both direct monetary and in-kind contributions. This is detailed in the project budget sheets and in the table below. Each participant has identified funding for its direct monetary contribution to the project in their respective capital improvement program budgets.
- b) The project's collaborating participants are providing \$5,116,775 in monetary and in-kind funding for the cost share requirement. Each participant's cost share for direct monetary contributions and in-kind contributions are shown in the table below. The SSWD Board resolution authorizing applying for funds for this project is included as Attachment 5. Letters of commitment from each of the remaining participating agencies are included in Attachment 6.

Agency	Monetary Contribution	In-Kind Contribution
SSWD	\$667,900	\$12,975
City of Sacramento	\$3,804,900	\$12,450
City of West Sacramento	\$604,900	\$13,650
Total	\$5,077,700	\$39,075

- c) No other Federal funding has been requested or received for the proposed work.
- d) With a reduced award, the project would need to be scaled back based on the per-unit cost of a meter installed, which is approximately \$1,710 for the proposed project. It would be difficult to work with a substantially reduced budget given the size of the overall project and the participation of three collaborating agencies. These meters would need to be installed at a later date, so their incremental water savings would not be realized for a number of years.
- e) The project identifies direct costs only. There are no indirect costs on the project. We do not include contingency costs, because of our extensive experience in implementing this type of project.

Budget Benefits Tables

Applicant: Sacramento Suburban Water District

THE TABLES ARE FORMATTED WITH FORMULAS:

FILL IN THE SHADED AREAS ONLY

Section A projects must complete Life of investment, column VII. Do not use 0.								
Tasks/subtasks (I)	Year 1 \$	Year 2 \$	Total \$	Applicant cost share, \$ (V)	Federal Share, \$ (VI)	Life of investment, year (VII)	Annualized Costs (IX)	
(a) Task 1- Project Management¹								
subtask 1-	\$1,600	\$800	\$2,400	\$2,400	\$0	20	\$209	
subtask 2-								
Subtotal, Task 1	\$1,600	\$800	\$2,400	\$2,400	-		\$209	
(b) Task 2-Environmental Documentation								
subtask 1-CEQA	\$1,200		\$1,200	\$1,200	\$0	20	\$105	
subtask 2-NEPA	\$7,500		\$7,500		\$7,500	20	\$654	
subtotal, Task 2	\$8,700	-	\$8,700	\$1,200	\$7,500		\$759	
(c) Task 3-Final Design								
subtask 1-	\$8,000	\$4,000	\$12,000	\$12,000	\$0	20	\$1,046	
subtask 2-								
subtotal, Task 3	\$8,000	\$4,000	\$12,000	\$12,000	-		\$1,046	
(d) Task 4-Contractor Selection								
subtask 1-	\$8,000	\$4,000	\$12,000	\$12,000	\$0	20	\$1,046	
subtask 2-								
Subtotal, Task 4	\$8,000	\$4,000	\$12,000	\$12,000	-		\$1,046	
(e) Task 5-Installation								
subtask 1-Contractor Purchase/instal. Meters	\$2,400,000	\$763,000	\$3,163,000	\$2,870,500	\$292,500	20	\$275,765	
subtask 2 Contractor Replace Water Mains	\$2,200,000	\$0	\$2,200,000	\$2,200,000	\$0	20	\$191,806	
subtask 3-Installation inspection	\$9,300	\$4,575	\$13,875	\$13,875	\$0	20	\$1,210	
subtotal, Task 5	\$4,609,300	\$767,575	\$5,376,875	\$5,084,375	\$292,500		\$468,780	
(f) Task 6-Performance Reporting								
subtask 1-Interim Reports/Invoices	\$1,800	\$1,800	\$3,600	\$3,600	\$0	20	\$314	
subtask 2 Final Report		\$1,200	\$1,200	\$1,200	\$0	20	\$105	
subtotal, Task 6	\$1,800	\$3,000	\$4,800	\$4,800	-		\$418	
(g) Task 7-								
subtask 1-								
subtask 2-								
Subtotal, Task 7	-	-	-	-	-		\$0	
(h) Task 8-								
subtask 1-								
subtask 2-								
subtotal, Task 8	-	-	-	-	-		\$0	
(i) Task 9-								
subtask 1-								
subtask 2-								
Subtotal, Task 9	-	-	-	-	-		\$0	
(j) Task 10-								
subtask 1-								
subtask 2-								
subtotal, Task 10	-	-	-	-	-		\$0	
(k) TOTAL	\$4,637,400	\$779,375	\$5,416,775	\$5,116,775	\$300,000			
(l) Cost Share - Percentage				94%	6%		\$472,259	

¹ excludes administration O&M.

Applicant:	Sacramento Suburban Water District
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THE TABLES ARE FORMATTED WITH FORMULAS:

FILL IN THE SHADED AREAS ONLY

Table 2: Annual Operations and Maintenance Costs (dollars / year)
(to be paid by applicant)

Operations (1) (I)	Maintenance (A) (II)	Other (B) (III)	Total (IV) (I + II + III)
	832.5	7215	\$8,048

(1) Include annual O & M administration costs here.

Table 3: Total Annual Project Costs

Annual Project Costs (I)	Annual O&M Costs (2) (II)	Total Annual Project Costs (III) columns (I + II)
\$472,259	\$8,048	\$480,307

(1) From Table 1, row (k) column (IX)

(2) From Table 2, column (IV)

(A) For maintenance, assumed that 3% of sites would have faulty readings that would require site visit to investigate each year at 1/2 hour per visit at \$30 per hour labor.

(B) For "Other," assumed that 3% of sites would have require replacement of component parts each year at 1 hour per visit at \$30 per hour labor and \$100 in parts.

Applicant: Sacramento Suburban Water District

THE TABLES ARE FORMATTED WITH FORMULAS: FILL IN THE SHADED AREAS ONLY

Table 4 Project Annual and Total Local Monetary Benefits (in Dollars)

ANNUAL LOCAL BENEFITS, I	ANNUAL QUANTITY of Benefit, II	UNIT OF MEASUREMENT, III	Value of Benefit \$/unit IV	ANNUAL MONETARY BENEFITS (\$ / yr) V	DURATION (Y), VI	Net Present Value of Monetary Benefits, VII
(a) Avoided Water Supply Costs (Current or Future Source)	274	AF	400	\$109,600.00	20	1,257,103.37
(b) Avoided Energy Costs				\$0.00		0.00
(c) Avoided Waste Water Treatment Costs				\$0.00		0.00
(d) Avoided Labor Costs				\$0.00		0.00
(e) Other (describe)				\$0.00		0.00
(f) Total [(a) + (b) + (c) + (d) + (e)]				\$109,600.00		\$1,257,103.37

* Examples include avoided cost of current water supply (or future supply if available), energy savings, labor savings, waste water treatment

Table 5 Project Costs and Monetary Benefits

	NOT Locally	Cost Effe
(a) Total annual monetary benefits [Table 4, row (f), column V]		\$109,600
(b) Total annual project cost [Table 3, column III]		\$480,307
(c) Cost/Benefit Ratio [(b) / (a)]		4.38

BUDGET PROPOSAL

BUDGET ITEM DESCRIPTION	COMPUTATION		RECIPIENT FUNDING	OTHER FUNDING	RECLAMATION FUNDING	TOTAL COST
	\$/Unit and Unit	Quantity				
1. SALARIES AND WAGES --Position title x hourly wage/salary x est. hours for assisted activity. Describe this information for each position.						
Project Manager	\$60/hr.	120	\$7,200			\$7,200.00
Project Engineer	\$50/hr.	504	\$25,200			\$25,200
Project Inspector	\$30/hr. @ 15 minutes/meter	462.5	\$13,875			\$13,875
2. FRINGE BENEFITS – Explain the type of fringe benefits and how are they applied to various categories of personnel.						
N/A						
3. TRAVEL —dates; location of travel; method of travel x estimated cost; who will travel						
N/A						
4. EQUIPMENT —Leased Equipment use rate + hourly wage/salary x est. hours for assisted activity—Describe equipment to be purchased, unit price, # of units for all equipment to be purchased or leased for assisted activity: Do not list contractor supplied equipment here.						
N/A						
5. SUPPLIES/MATERIALS --Describe all major types of supplies/materials, unit price, # of units, etc., to be used on this assisted activity.						
Meters, meter boxes, meter lid, and meter setter.	\$683.78/unit	1,850	\$1,265,000			\$1,265,000
6. CONTRACTUAL/ CONSTRUCTION —Explain any contracts or sub-Agreements that will be awarded, why needed. Explain contractor qualifications and how the contractor will be selected.						
Contractor installation of meters	\$1,025.95/unit	1,850	\$1,599,500		\$298,500	\$1,898,000
Contractor furnish and install pipeline replacement	\$91.67/lineal foot	24,000	\$2,200,000			\$2,200,000
7. ENVIRONMENTAL and REGULATORY COMPLIANCE COSTS – Reference cost incurred by Reclamation or the applicant in complying with environmental regulations applicable to this Program, which include NEPA, ESA, NHPA etc.						
NEPA	\$1,500/analysis	1			\$1,500	\$1,500
8. OTHER –List any other cost elements necessary for your project; such as extra reporting, or contingencies in a construction contract.						
None						
TOTAL DIRECT COSTS--						
9. INDIRECT COSTS - What is the percentage rate% . If you do not have a Federally-approved Indirect Cost Rate Agreement or if unapproved rates are used - Explain Why.						
N/A						
TOTAL PROJECT/ACTIVITY			\$5,110,775		\$300,000	\$5,410,775

Table B. Summary of non-Federal and Federal funding sources.

Funding Sources	Funding Amount
Non-Federal Entities	
1. SSWD	\$667,900.00
2. City of Sacramento	\$3,804,900.00
3. City of West Sacramento	\$604,900.00
4. SSWD (In-Kind Contributions)	\$12,975.00
5. City of Sacramento (In-Kind Contributions)	\$12,450.00
6. City of West Sacramento (In-Kind Contributions)	\$13,650.00
Non-Federal Subtotal:	\$5,116,775.00
Other Federal Entities	
1.	\$0.00
2.	
3.	
Other Federal Subtotal:	\$0.00
Requested Reclamation Funding:	\$300,000.00
Total Project Funding:	\$5,416,775.00

Salaries and Wages. RWA staff will act as the overall project manager coordinating the participants and Reclamation, and preparing interim reports, reimbursement invoices, and final project reporting (project **Tasks 1 and 6**). See Attachment 7 for a biography of the Project Manager’s experience. Project participating agencies will provide in-house project engineers to prepare CEQA categorical exemptions, complete final design, and bid and select contractors (project **Tasks 2 – subtask 1, 3, and 4**) assuming 8 hours, 80 hours, and 80 hours per agency, respectively for those tasks. Project participating agencies will provide in-house field inspectors to ensure proper installation of meters assuming an average of 15 minutes per inspection for each meter installed (project **Task 5 – subtask 2**). Attachment 8 includes documentation to substantiate the labor rates in the proposal. This includes a paystub for the RWA project manager, which shows a bi-weekly pay of \$4,893.85 (or just over \$60 per hour). Also included are the salary bands for SSWD. The Engineering Services Manager and Senior Inspector are the two positions that will work on the project. These ranges are consistent with the estimates of \$50 and \$30 per hour for the respective positions.

Fringe Benefits. No Fringe Benefits were assumed. The rates shown above are for the base hourly wage. Fringe Benefits were not included as we are not seeking grant reimbursement for these expenses.

Travel. No travel is required for the project.

Equipment. No equipment will be purchased for the project. Costs for meters and associated parts are identified in the supplies/materials category. However, note that the meters and associated parts are identified as equipment on Standard Form 424, because that was the closest expense category on that form.

Supplies/Materials. Supplies include a minimum of a meter, meter box, meter lid, and meter setter. Examples of these supplies can be seen in Attachment 2 of this application, which includes standard specifications of each of the participants. Based on preliminary cost estimates developed by each participant, an average cost of supplies was assumed at \$683.78 per residential meter retrofit.

Contractual/Construction. The participants will contract out meter installation following a selection process in compliance with funding agreement terms. Based on preliminary cost estimates developed by each of the participants, an average cost of installation was assumed at \$1,025.95 per residential meter retrofit. While more complete descriptions of the construction project will be provided at the time of project bidding, all participants have a good understanding and estimates for project expenses based on their extensive meter retrofits over more than a decade. Typical expenses include; mobilization, signage, erosion control, construction photos, installing meters in a landscaped or non-landscaped area. Routinely, the projects encounter the need for additional excavation, locating, concrete, abandonment of services, installing additional service line or relocation of meters. The City of Sacramento is estimating the cost of furnishing and installing 24,000 lineal feet of 8- to 12-inch pipeline main replacement will be approximately \$2,200,000.

Environmental and Regulatory Compliance. As discussed under the project tasks, regulatory compliance is typically limited to the annual rights-of-way in some cases, and stormwater mitigation plans. Those costs were included in the salaries and wages above. Environmental compliance will include preparing a CEQA categorical exemption by each participant. Again, those costs are captured in salaries and wages above. The final assumed environmental cost is for NEPA compliance. NEPA costs were estimated at \$7,500 for Reclamation expenses acting as the lead agency. This is consistent with costs from a previous award from Reclamation under an American Recovery and Reinvestment Act grant in 2009 and the FY12 and FY13 Bay-Delta Restoration Program grants.

Other. There are no other assumed costs for the project.

Indirect Cost. There are no assumed indirect costs for the project.

Budget Form

CVS Approval No. 0363(0)2

BUDGET INFORMATION - Construction Programs

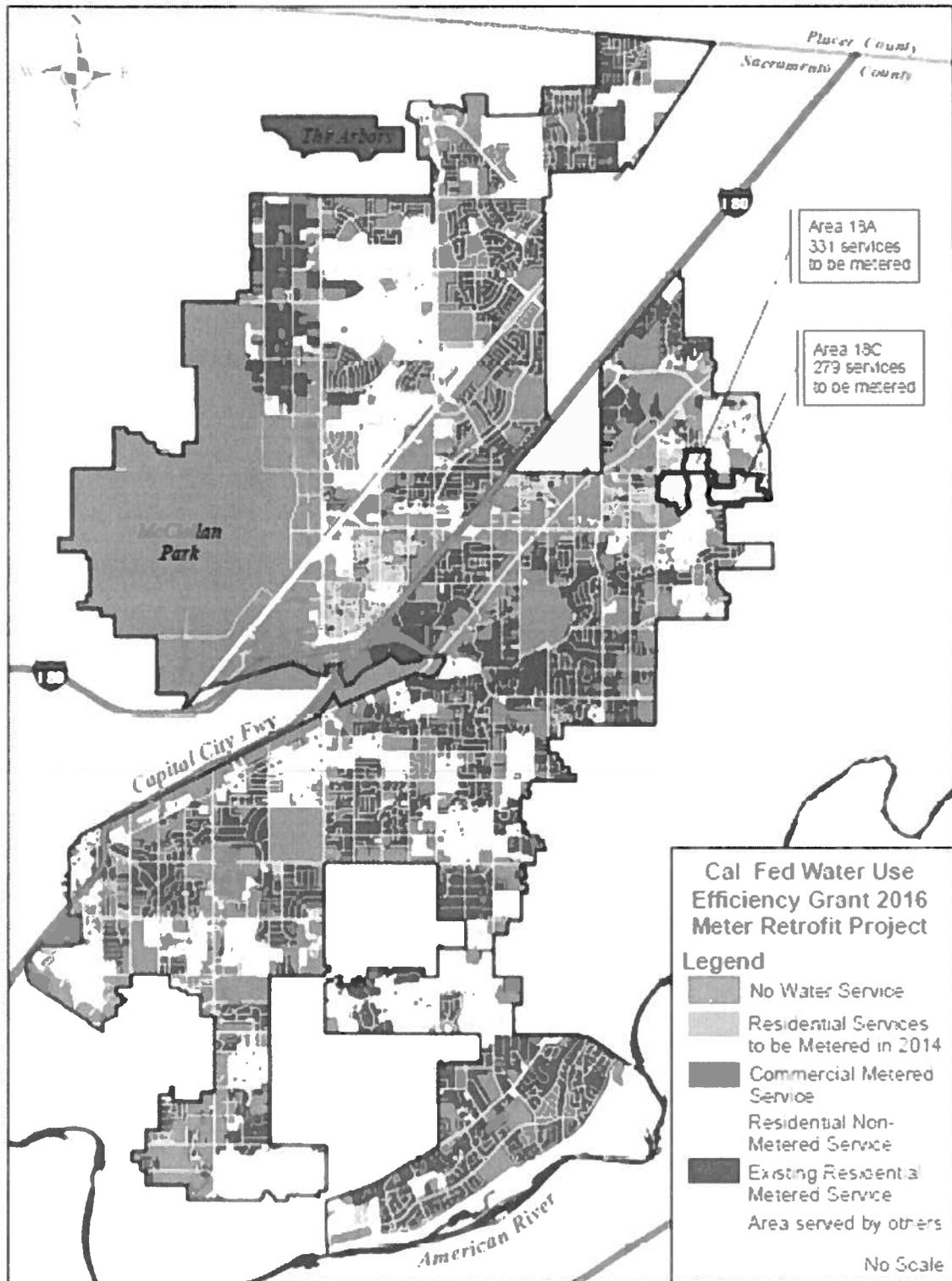
06 - Construction Programs	a. Total Cost	b. Costs Not Allowable for Performance	c. Total Allowable Costs (Columns a-b)
1. Construction Programs	\$ 7,200.00	\$ 0.00	\$ 7,200.00
2. Construction Programs	\$ 0.00	\$ 0.00	\$ 0.00
3. Construction Programs	\$ 0.00	\$ 0.00	\$ 0.00
4. Construction Programs	\$ 2,400.00	\$ 0.00	\$ 2,400.00
5. Construction Programs	\$ 0.00	\$ 0.00	\$ 0.00
6. Construction Programs	\$ 13,875.00	\$ 0.00	\$ 13,875.00
7. Site work	\$ 0.00	\$ 0.00	\$ 0.00
8. Construction Programs	\$ 0.00	\$ 0.00	\$ 0.00
9. Construction Programs	\$ 4,098,000.00	\$ 0.00	\$ 4,098,000.00
10. Construction Programs	\$ 1,285,000.00	\$ 0.00	\$ 1,285,000.00
11. Construction Programs	\$ 8,700.00	\$ 0.00	\$ 8,700.00
12. Construction Programs	\$ 5,416,775.00	\$ 0.00	\$ 5,416,775.00
13. Contingencies	\$ 0.00	\$ 0.00	\$ 0.00
14. Construction Programs	\$ 5,416,775.00	\$ 0.00	\$ 5,416,775.00
15. Construction Programs	\$ 0.00	\$ 0.00	\$ 0.00
16. Construction Programs	\$ 5,416,775.00	\$ 0.00	\$ 5,416,775.00

FEDERAL FUNDING

17. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
18. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
19. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
20. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
21. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
22. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
23. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
24. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
25. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
26. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
27. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
28. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
29. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
30. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
31. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
32. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
33. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
34. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
35. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
36. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
37. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
38. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
39. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
40. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
41. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
42. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
43. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
44. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
45. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
46. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
47. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
48. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
49. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
50. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
51. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
52. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
53. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
54. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
55. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
56. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
57. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
58. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
59. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
60. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
61. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
62. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
63. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
64. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
65. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
66. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
67. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
68. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
69. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
70. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
71. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
72. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
73. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
74. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
75. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
76. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
77. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
78. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
79. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
80. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
81. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
82. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
83. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
84. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
85. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
86. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
87. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
88. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
89. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
90. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
91. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
92. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
93. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
94. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
95. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
96. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
97. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
98. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
99. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00
100. Federal Funding	\$ 0.00	\$ 0.00	\$ 0.00

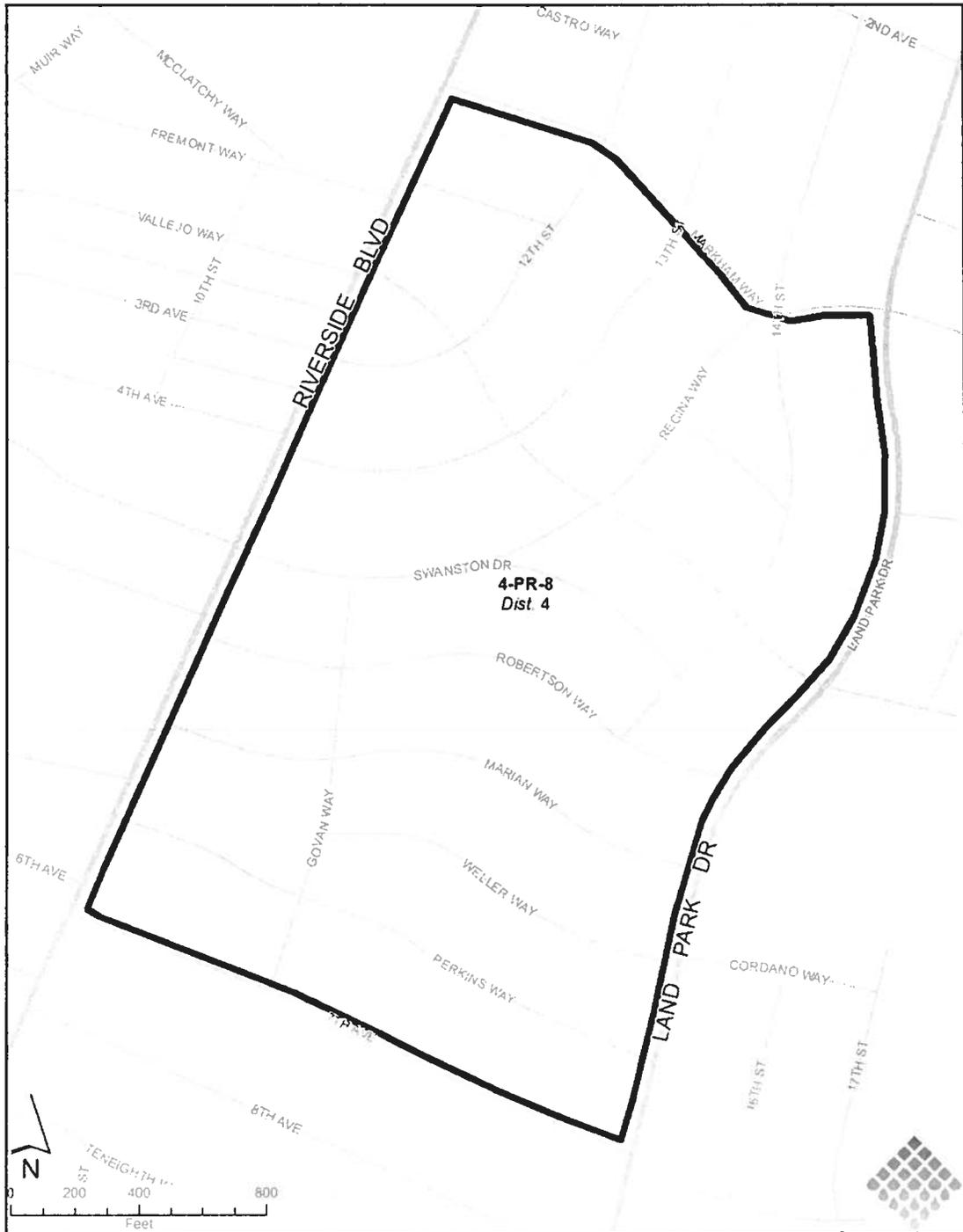
Authorized for Local Reproduction
 Scaled Form 426C (Rev. 7-07)
 Prescribed By CW B Circular A-102

Attachment 1 - Meter Installation Area Detail Maps



SSWD Service Areas for Meter Install Project

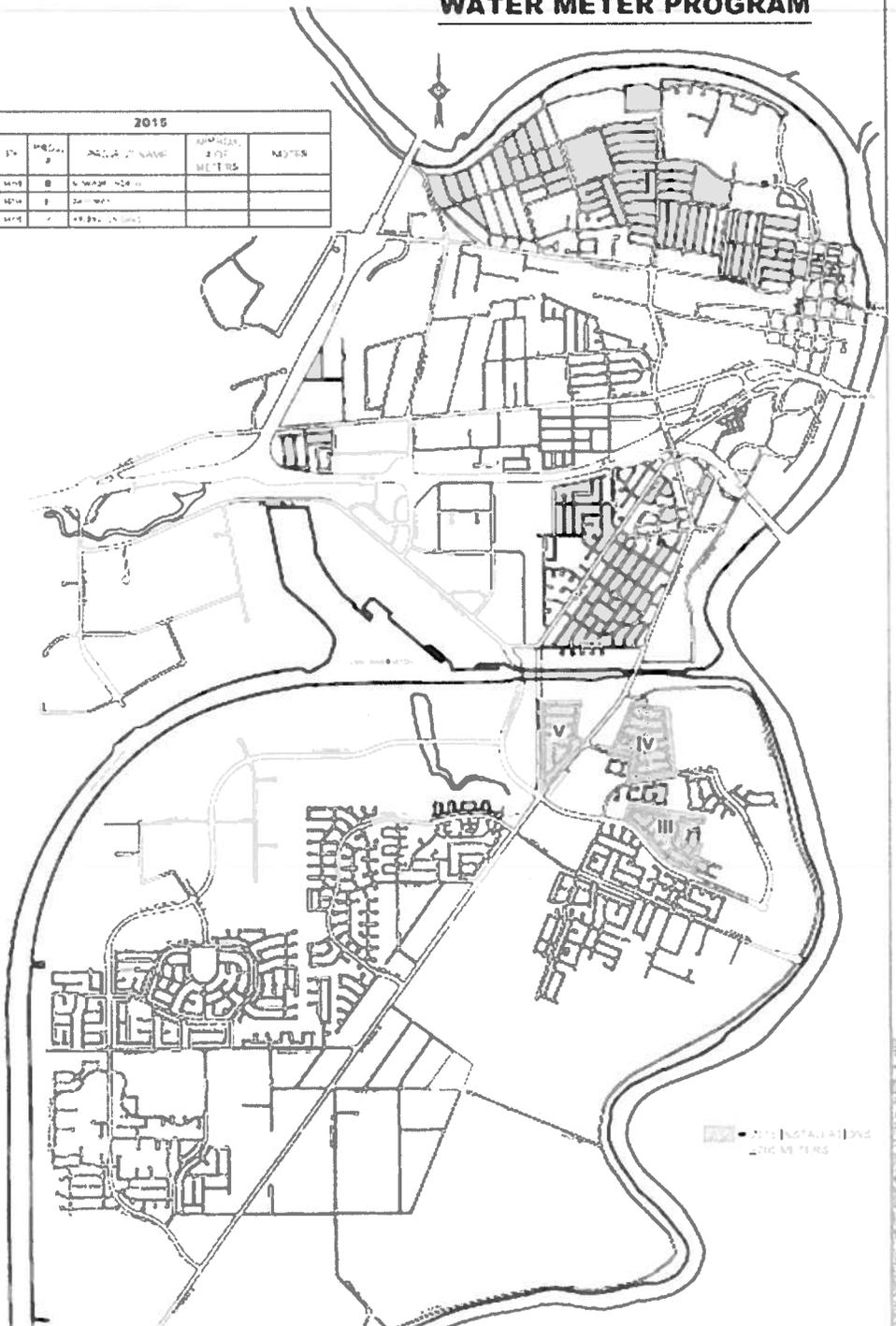
LOCATION MAP
Land Park Water Main Rpl Ph 2



City of Sacramento Service Area for Meter Install Project

WATER METER PROGRAM

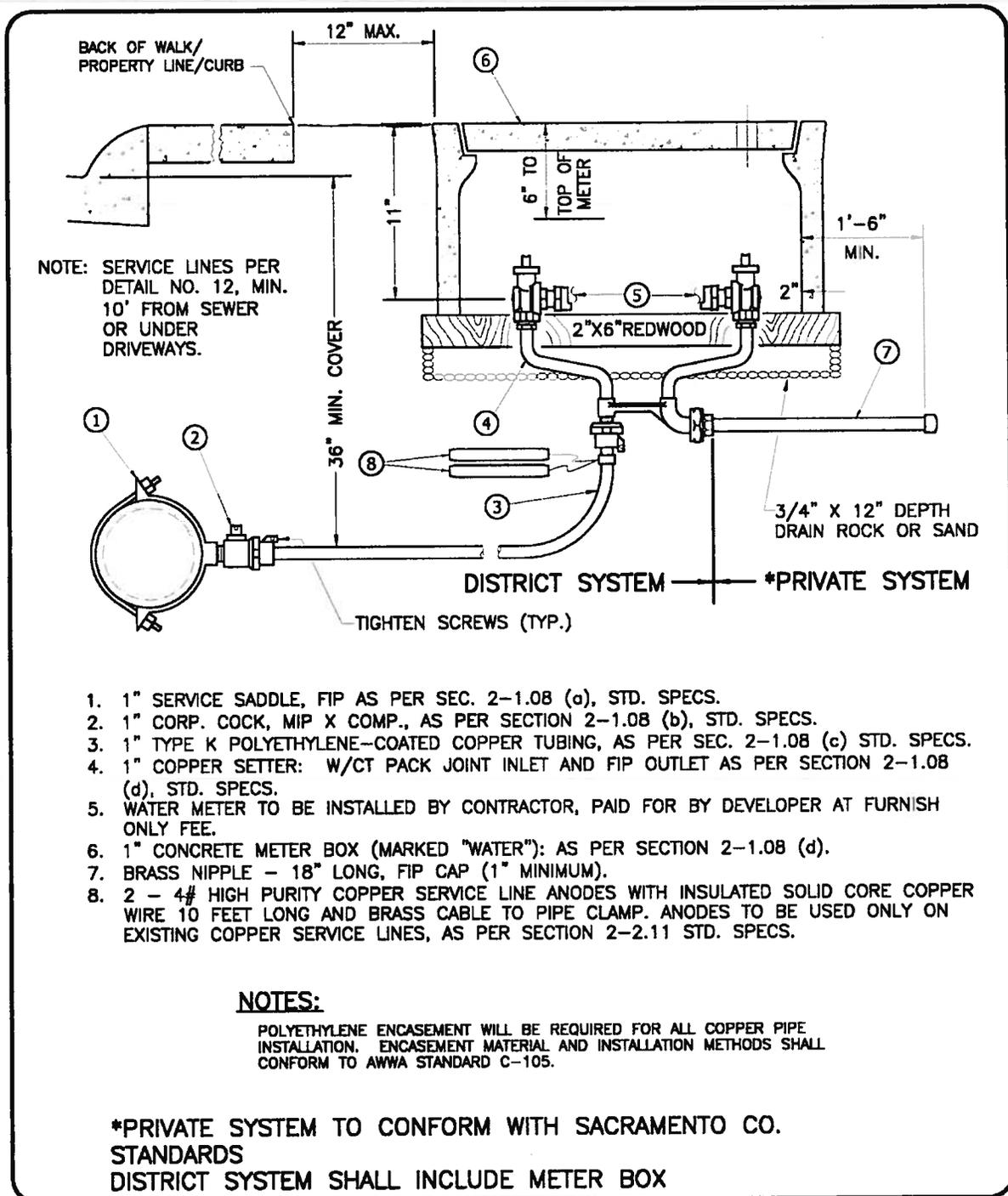
2015					
NO.	LN.	METER #	ADDRESS NAME	METER # OF METERS	NOTES
14	1418	B	5 WASH ST		
14	1418	B	2nd WASH		
14	1418	B	14.872 (S. 1418)		



<p>DATE: 10/15/14</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>NO. OF SHEETS: 1</p> <p>SHEET: 1 OF 1</p>	<p>CITY OF WEST SACRAMENTO WATER METER PROGRAM</p> <p>PROJECT: GENERAL MAP OF PROJECTED NEIGHBORHOODS TO COMPLETE</p>	<p>100 WEST WASHINGTON STREET, SUITE 1000 WEST SACRAMENTO, CA 95603 TEL: 916.441.2000 WWW.CITYOFWESTSACRAMENTO.CA.GOV</p>
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City of West Sacramento Service Areas for Meter Install Project

Attachment 2 - Meter Retrofit Sample Specifications



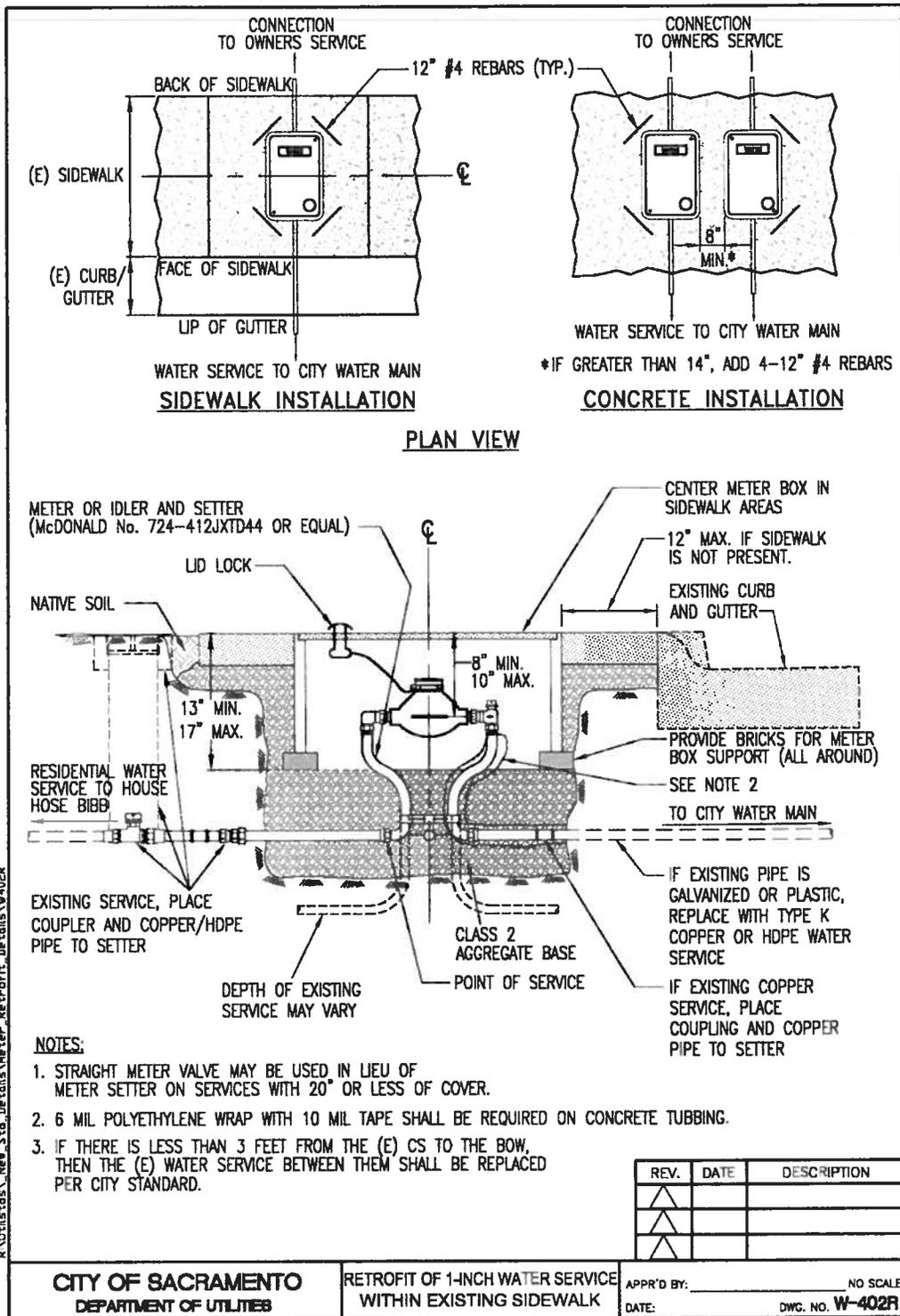
SACRAMENTO SUBURBAN WATER DISTRICT

PHONE (916) 972-7171
3701 MARCONI AVENUE
SUITE 100
SACRAMENTO, CA
95821-5348

STANDARD DETAIL

TYPICAL 3/4" & 1" METERED
RESIDENTIAL WATER SERVICE

DATE: DECEMBER 2008 | STD. DET. NO. 13



City Sacramento Standard Meter Retrofit Specifications

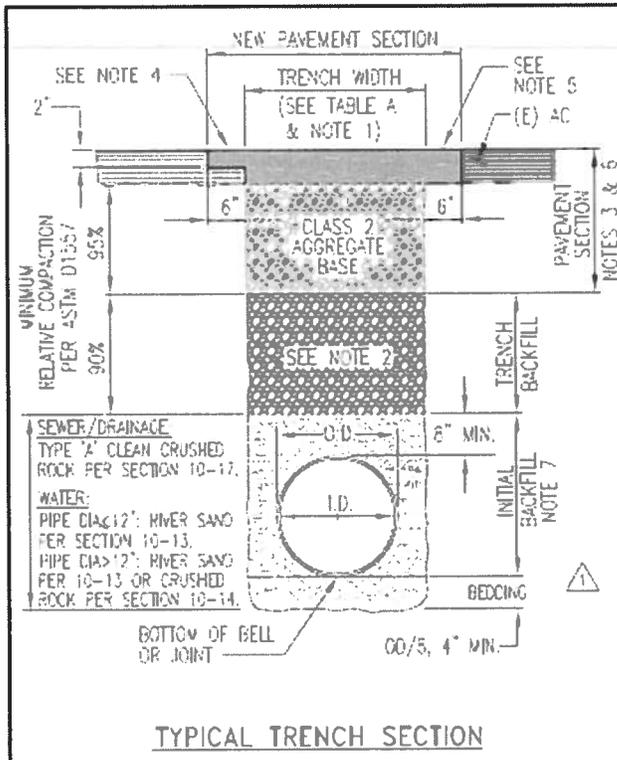


TABLE A			
TRENCH WIDTHS			
PIPE TYPE	PIPE I.D.	MINIMUM DIMENSION	MAXIMUM DIMENSION ⁽⁴⁾
RIGID ⁽¹⁾	≤ 12"	PIPE O.D. + 16"	PIPE O.D. + 24"
	> 12"	PIPE O.D. + 26"	PIPE O.D. + 36"
FLEXIBLE ⁽²⁾	ALL	PER ASTM D2321 ⁽³⁾ OR THE PIPE MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS GREATER.	

- (1) RIGID PIPE = RCP, VCP & DIP.
- (2) FLEXIBLE PIPE = ALL PIPE OTHER THAN RIGID PIPE
- (3) ASTM D2321 STATES THAT THE MINIMUM TRENCH WIDTH SHALL BE EQUAL TO THE PIPE O.D. PLUS 16" OR THE PIPE O.D. TIMES 1.25 PLUS 12", WHICHEVER IS GREATER.
- (4) IF THE MAXIMUM DIMENSION AT THE TOP OF THE PIPE IS EXCEEDED, CONTRACTOR SHALL PROVIDE STRONGER PIPE OR IMPROVED BEDDING AND BACKFILL CONDITIONS, AS APPROVED BY THE ENGINEER, TO MEET THE NEW LOADING.

TYPICAL TRENCH SECTION

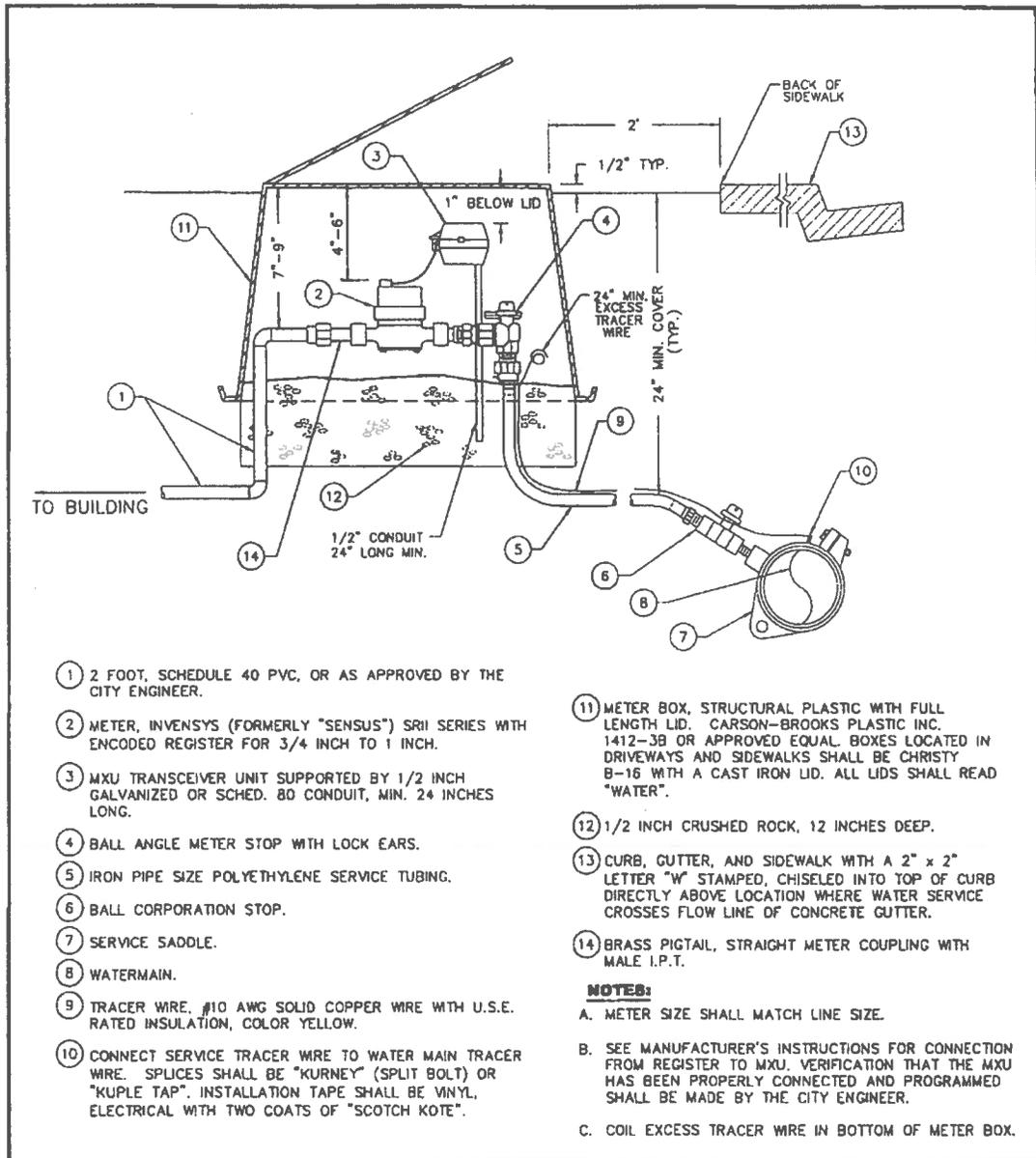
NOTES:

1. EXCAVATION, BACKFILL AND RE-PAVING OF TRENCHES SHALL CONFORM TO THE STANDARD SPECIFICATIONS UNLESS OTHERWISE INDICATED BY THE PLANS, PERMIT, SPECIAL PROVISIONS, OR THE ENGINEER.
2. TRENCH BACKFILL SHALL CONSIST OF CLASS 2 AGGREGATE BASE (AB) OR JOB EXCAVATED, NATIVE SOIL NO ADDITIONAL COMPENSATION SHALL BE PAID FOR STOCKPILING, DRYING, WETTING OR PROCESSING THE NATIVE SOIL OR AB TO MEET THE MINIMUM STABILITY AND RELATIVE COMPACTION CRITERIA.
3. UNLESS OTHERWISE INDICATED IN THE SPECIAL PROVISIONS, THE NEW PERMANENT PAVEMENT SHALL CONFORM TO THE TYPE AND THICKNESS OF THE PAVEMENT REMOVED. IN NO CASE SHALL THE NEW PAVEMENT SECTION BE LESS THAN FOUR INCHES (4") OF AC OR TWELVE INCHES (12") OF CLASS 2 AGGREGATE BASE (AB).
4. EXISTING AC > 4" THICK: GRIND EXISTING AC 2" DEEP AND 6" WIDER THAN TRENCH ON BOTH SIDES. PLACE NEW AC
5. EXISTING AC ≤ 4" THICK: SAW CUT AND PLACE NEW AC 6" WIDER THAN TRENCH AS SHOWN ON BOTH SIDES.
6. NON-PAVEMENT AREAS: IN NON-PAVEMENT AREAS, THE PAVEMENT SECTION SHALL BE REPLACED WITH JOB EXCAVATED, NATIVE SOIL OR OTHER APPROVED BACKFILL (COMPACTED) TO AT LEAST 90% RELATIVE COMPACTION PER ASTM D1557
7. SHOVEL SLICE, TAMP, AND/OR VIBRATE MATERIAL UNDER AND AROUND THE PIPE TO A FIRM NON-YIELDING CONDITION TO SATISFACTION OF THE ENGINEER.

REV.	DATE	DESCRIPTION
	4/11/13	Changed per Addendum 2

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES	TRENCH BACKFILL AND RESURFACING	APPROVED BY: <u>N. J. HILL</u> NO SCALE
		DATE: APRIL 2012 Rev: NO T - 80

City Sacramento Standard Pipeline Replacement Specifications



THE CITY OF WEST SACRAMENTO - STANDARD DETAIL

APPROVED BY:  CITY ENGINEER	G-38733 P.E. NO.	3/31/05 DATE	TITLE: RESIDENTIAL WATER SERVICE AND METER ASSEMBLY (3/4" TO 1")	
REVISION:			STANDARD DETAIL #: 501	
REVISION:				
REVISION:				
REVISION:				

DWG\STAN\NEW\501.DWG 5/10/01

City West Sacramento Standard Meter Retrofit Specifications

Attachment 3 - Detailed Project Schedule

Task	2014												2015												2016											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep												
Contract Management																																				
Environmental Documentation																																				
QA																																				
EPA																																				
Design			Phase 1												Phase 2																					
Director Selection			Phase 1												Phase 2																					
Installation																																				
Purchase/Install Meters																																				
Purchase/Install Pipeline																																				
Installation Inspection																																				
Performance Reporting																																				
Permit Reports/Invoices																																				
Final Report																																				

Attachment 5 – SSWD Board Resolution

RESOLUTION NO. 14-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACRAMENTO SUBURBAN WATER DISTRICT AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH THE BAY-DELTA RESTORATION PROGRAM: CALFED WATER USE EFFICIENCY GRANT PROGRAM

WHEREAS, the United States Bureau of Reclamation (“Reclamation”) has implemented the Bay-Delta Restoration Program: CALFED Water Use Efficiency Grant Program to promote the goals/objectives and mission of the Bay-Delta Restoration Fund;

WHEREAS, Reclamation has solicited proposals from public water suppliers and other water users for a new round of grant funding under the CALFED Water Use Efficiency Grant Program, which proposals are due on or before March 6, 2014;

WHEREAS, the Board of Directors of the Sacramento Suburban Water District (“SSWD”) has identified itself as an eligible applicant under Reclamation’s CALFED Water Use Efficiency Grant Program; and

WHEREAS, SSWD is interested in pursuing grant funding assistance under the CALFED Water Use Efficiency Grant Program in the amount of \$300,000 for a regionally-collaborated effort to install residential water meters.

NOW, THEREFORE, be it resolved by the Board of Directors as follows:

1. The Board has reviewed the scope and purpose of SSWD’s grant funding application, finds that the Projects will serve both the needs of the District’s ratepayers and satisfy the goals of the CALFED Water Use Efficiency Grant Program, and, on that basis, supports staff’s submittal of the grant funding application to Reclamation.
2. SSWD is capable of funding the minimum 50-percent cost share required to obtain grant funding under the CALFED Water Use Efficiency Grant Program. Collaborating agencies will verify their funding capabilities through letters of commitment to be included with the application.
3. The General Manager of SSWD is hereby authorized to apply for grant funding from Reclamation’s CALFED Water Use Efficiency Grant Program as part of a regional collaborative effort and to execute any related documents, including entering into a grant funding agreement with Reclamation and any regional partners.

4. The General Manager and staff are directed to take all other actions necessary to secure funding for the Projects under the CALFED Water Use Efficiency Grant Program.

PASSED AND ADOPTED by the Board of Directors of the Sacramento Suburban Water District on the 24th day of February 2014, by the following vote:

AYES: Fellenz, Gayle, Robison and Thomas.

NOES: Schild.

ABSENT: None.

By:



Kevin M. Thomas
President, Board of Directors
Sacramento Suburban Water District

I hereby certify that the foregoing resolution was duly and regularly adopted and passed by the Board of Directors of Sacramento Suburban Water District at a meeting hereof held on the 24th day of February 2014.

(SEAL)

By:



Robert S. Roscoe
General Manager/Secretary
Sacramento Suburban Water District

Attachment 6 – Funding Letters of Commitment



Department of Utilities
City of Sacramento

CITY OF SACRAMENTO
CALIFORNIA

OFFICE OF THE
MANAGER OF UTILITIES
CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

March 3, 2014

Rob Roscoe
Sacramento Suburban Water District
3701 Marconi Avenue, Suite 100
Sacramento, CA 95821

Subject: Funding Commitment for the Sacramento Regional 2014-2016 Residential Water Meter Installation Acceleration Project: Funding Opportunity Announcement No. R14AS00020

Dear Mr. Roscoe

I am writing on behalf of the City of Sacramento to confirm our commitment and support of the regional water meter installation project. We understand that Sacramento Suburban Water District (SSWD) is acting as the lead grant applicant in our collaborative effort in seeking assistance for the metering programs in the Sacramento region, which will help us meet our water use efficiency goals.

To show our commitment to the metering project, our agency has budgeted more than \$3.9 million toward the installation of 540 residential water meters in our capital improvement program in the 2015 fiscal year. This funding will be available to meet the cost-share requirements for the City of Sacramento's portion of the project.

We encourage the CALFED to recognize the value of awarding a grant to increase the number of meters installed to assist the region in our water use efficiency goals, which will provide benefit to the Bay-Delta.

Sincerely,


Dave Brent
Director
Department of Utilities



CITY OF SACRAMENTO
CALIFORNIA

CITY OF
WEST SACRAMENTO

CITY HALL
110 West Capitol Avenue
West Sacramento, CA 95691

City Council
City Manager
City Clerk
Information Technology
(916) 617-4500

Community Development

Planning
Development Engineering
(916) 617-4845
Building
(916) 617-6883
Redevelopment
(916) 617-4535
Housing & Community
Investment
(916) 617-4550
Economic Development
(916) 617-4980

Public Works

Operations
(916) 617-4850
Engineering
(916) 617-4645
Flood Protection
(916) 617-4645

Finance

Administration
(916) 617-4575
Refuse & Recycling
(916) 617-4580
Utility Billing
(916) 617-4582

Human Resources

(916) 617-4587

Parks & Recreation

(916) 617-4620

FIRE

2040 Lake Washington Blvd
West Sacramento, CA 95691
(916) 617-4600
Fax: (916) 371-5017

POLICE

500 Jefferson Boulevard
West Sacramento, CA 95695
(916) 617-4900

Code Enforcement

(916) 617-4945

PUBLIC WORKS

Operations
1951 South River Road
West Sacramento, CA 95691
(916) 617-4880

February 28, 2014

Rob Roscoe
Sacramento Suburban Water District
3701 Marconi Avenue, Suite 100
Sacramento, CA 95821

Subject: Funding Commitment for the Sacramento Regional 2014-2016
Residential Water Meter Installation Acceleration Project: Funding
Opportunity Announcement No. R13AS00020

Dear Mr. Roscoe:

I am writing on behalf of the City of West Sacramento to confirm our commitment and support of the regional water meter installation project. We understand that Sacramento Suburban Water District (SSWD) is acting as the lead grant applicant in our collaborative effort in seeking assistance for the metering programs in the Sacramento region, which will help us meet our water use efficiency goals.

To show our commitment to the metering project, our agency has budgeted more than \$700,000 toward the installation of 700 residential water meters in our capital improvement program budget in the 2015 fiscal year. This funding will be available to meet the cost-share requirements for the City of West Sacramento's portion of the project.

We encourage the CALFED to recognize the value of awarding a grant to increase the number of meters installed to assist the region in our water use efficiency goals, which will provide benefit to the Bay-Delta.

Sincerely,



Deniz Anbiah
Public Works Director

CC: Jay Davidson, Supervising Engineer
Dereck Goodwin, Associate Civil Engineer
File: WO 21009

www.cityofwestsacramento.org

Attachment 7 – RWA Project Manager Biography

Rob Swartz – Principal Project Manager

Rob Swartz has served as a project manager with RWA since 2003. Rob's primary duties have involved coordinating the development of an Integrated Regional Water Management Plan for the greater Sacramento region and the development and implementation of a Groundwater Management Plan for northern Sacramento County. Rob has been part of the development and successful implementation of over 10 grant-funded projects with RWA totaling more than \$70 million in grant funding. Each of these grant projects has involved the coordination of multiple collaborating agencies. These projects included management of the successful completion of a regional meter installation project partially funded by a \$5 million grant from Reclamation under ARRA in 2009. That project successfully installed 12,000 meters in 15 months and created nearly 25 jobs. Additionally, Rob successfully managed a Reclamation System Optimization Review grant awarded to San Juan Water District, which was completed on time and under budget in September 2012. Rob is also currently managing FY2012 and FY2013 CalFed Reclamation meter installation grant on behalf of SSWD.

Rob is a Professional Geologist and Certified Hydrogeologist with the State of California and holds a Master of Science Degree in Geology. Prior to joining RWA, Rob spent more than 10 years with the California Department of Water Resources planning regional water supply and management projects.

Attachment 8 - Documentation of Hourly Rates

1012 MM5
 Regional Water Authority
 5620 BIRDCAGE ST.,
 SUITE 180
 SACRAMENTO, CA 95610

Earnings Statement



Pay Period: 12/21/2013 to 1/03/2014
 Pay Date: 1/03/2014

Employee Number: 1012
 Department Number:
 Social Security Number: XXX-XX-3711
 Marital Status: MARRIED
 Number Of Allowances: 04
 Rate:

ROBERT J SWARTZ

Hours and Earnings				Taxes and Deductions		
Description	Hours	This Period	Year-To-Date	Description	This Period	Year-To-Date
SALARY		4903.85	4903.85	457B2	50.00	50.00
				FICA	375.14	375.14
				FED WT	661.54	661.54
				CA ST	316.62	316.62
				VACBAL		303.70
				SCRBAL		480.00

Gross Pay Year To Date	Gross Pay This Period	Total Deductions This Period	Net Pay This Period
\$4,903.85	\$4,903.85	\$1,403.30	\$3,500.55

SSWD PAY/SALARY BANDS - CY 2013 (effective 3/4/13)

NON-EXEMPT POSITIONS				
Title	Minimum	Maximum	Annual Range	
Customer Service Representative I	2,858.00	3,492.67	34,296.00	41,912.04
Administrative Assistant I	3,001.00	3,666.00	36,012.00	43,992.00
Distribution Operator I				
Water Conservation Technician I	3,149.00	3,848.00	37,788.00	46,176.00
Production Operator I	3,307.00	4,040.40	39,684.00	48,484.80
Customer Service Representative II				
Engineering Drafter	3,470.00	4,239.73	41,640.00	50,876.76
Administrative Assistant II	3,642.00	4,452.93	43,704.00	53,435.16
Distribution Operator II				
Water Conservation Technician II	3,829.00	4,678.27	45,948.00	56,139.24
Facilities & Fleet Specialist				
Production Operator II				
Purchasing Specialist	4,017.00	4,908.80	48,204.00	58,905.60
Senior Engineering Technician				
Accountant				
Field Operations Coordinator	4,216.00	5,153.20	50,592.00	61,838.40
GIS/IT Technician				
Environmental Compliance Technician				
Senior Inspector	4,427.00	5,409.73	53,124.00	64,916.76
Distribution Foreman	4,649.00	5,681.87	55,788.00	68,182.44
GIS Coordinator				
Electrical & Instrumentation Technician	4,880.00	5,962.67	58,560.00	71,552.04
Production Foreman				
Environmental Compliance Coordinator	5,127.00	6,266.00	61,524.00	75,192.00
Assistant Controller				
Assistant Engineer	5,386.00	6,581.47	64,632.00	78,977.64
EXEMPT POSITIONS				
Title	Minimum	Maximum	Annual Range	
Executive Assistant				
Human Resources Coordinator	5,086.00	6,881.33	61,032.00	82,575.96
Water Conservation Supervisor				
Administrative Services Manager				
Superintendent (Distribution, Field Services, Production)	5,340.00	7,224.53	64,080.00	86,694.36
Associate Engineer				
Information Technology Manager	5,608.00	7,588.53	67,296.00	91,062.36
Operations Manager	7,160.00	9,685.87	85,920.00	116,230.44
Engineering Manager (CIP, Engineering Services)	7,517.00	10,171.20	90,204.00	122,054.40
Finance Director	7,897.00	10,680.80	94,764.00	128,169.60
Assistant General Manager	8,708.00	11,779.73	104,496.00	141,356.76
General Manager			Contract Salary	
SSWD Administrative Office 3701 Marconi Avenue, Suite 100 Sacramento, CA 95821-5346 Ph: 916.972.7171 Fax: 916.972.7639 Business Hours: Monday-Friday 8:00 a.m. to 4:30 p.m. sswd.org				
(Rev. 01/08/14)				