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City Council Staff Report
September 22, 2020



From: Nathan Bray, P.E.
Interim Development Services Director/City Engineer

Prepared by: Stephen Fremming, P.E., Principal Civil Engineer

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 4 (Final) in the amount of \$189,156.75 (Non-General Fund - Fund 416) with Ranger Pipelines of San Francisco, California for City Project No. 17-22A "North Valley Regional Recycled Water Program – Turlock Component," bringing the contract total to \$28,325,528.16

Resolution: Approving the carryover of unexpended appropriations from Fiscal Year 2019-20 to amend the Fiscal Year 2020-21 budget for the North Valley Regional Recycled Water Project - Fund 416 "Recycled Water Sales" totaling \$343,000 to provide for the proper accounting of expenses associated with City Project No. 17-22A "North Valley Regional Recycled Water Program – Turlock Component"

Motion: Accepting Improvements and authorizing the City Engineer to file a Notice of Completion for City Project No. 17-22A "North Valley Regional Recycled Water Program – Turlock Component"

2. SYNOPSIS:

This action will approve Contract Change Order No. 4 (Final) and authorize the City Engineer to file a Notice of Completion for City Project No. 17-22A "North Valley Regional Recycled Water Program – Turlock Component"

3. DISCUSSION OF ISSUE:

The City of Modesto and the City of Turlock, together with the Del Puerto Water District (DPWD), are partners in the North Valley Regional Recycled Water Program (NVRWWP). The purpose of the NVRWWP is to convey recycled water from Modesto and Turlock to the Delta Mendota Canal where it is made available to DPWD for farmland irrigation.

On July 24, 2018, the City Council approved an agreement with Ranger Pipelines of San Francisco, California in the amount of \$27,547,208 for construction of City Project No. 17-22A "North Valley Regional Recycled Water Program – Turlock Component." The scope of the project includes:

- 37,800 linear feet of 42-inch diameter steel pipe extending from the western end of the Harding Drain Bypass Pipeline near the existing standpipe structure on South Carpenter Road and Harding Road to the City of Modesto's existing Jennings Wastewater Treatment Plant outfall pump station.
- Flow control valve to adjust the flow to the City of Modesto Jennings Road wastewater treatment plant. In the event of loss of power, or if the Jennings Road treatment plant is unable to accept recycled water, the valve will close and recycled water will overflow the weir at the existing standpipe structure and be conveyed to the San Joaquin River through the City's existing outfall structure.
- Backup generator installed at the Harding Drain Bypass Pump Station to provide electrical power to submersible pumps to convey water through the pipeline in the event of a loss of electrical power.

Contract Change Order No. 4 (Final) includes the following items of work.

- 4.1 CE#1 - Modifications to the AT&T Relocation Drawings - \$61,198.46

Per Carollo Engineers' Work Change Directive (WCD) WCD#001 and the final design drawings prepared by AT&T, additional work was needed to relocate AT&T's facilities on West Main Ave. and South carpenter Road so as not to conflict with the recycled water pipeline.

- 4.2 CE #9 - Revision of CCTV Requirements - (\$1,500.00) CREDIT

Per Carollo Engineers' issued WCD#004, the requirements in specification section 01140 for pre and post construction CCTV inspection have been modified. This item consists of a credit for the CCTV inspection that was not performed.

- 4.3 CE #13 - Reduction of Settlement Monitoring Tolerances - (\$800.00) CREDIT

The Contractor is providing a credit for the approved reduction of settlement monitoring tolerances for work performed in the microtunneled segments of the recycled water pipeline.

- 4.4 CE#24 - Unmarked Existing Slurry in Excavation at Harding Drain PS - \$1,724.22

The Contractor demolished and removed controlled low strength material (CLSM) fill not shown on the contract drawings for the new generator's electrical conduit trench.

- 4.5 CE#26 - Active Killdeer Nest on Jennings Ranch - \$18,244.09

Additional costs were incurred by the Contractor due to the impacts to the shoring installation for the pipeline at Station 90+50 as a result of an active Killdeer nest in the vicinity of the pipeline. A buffer zone was established by the consulting firm providing biological monitoring services in accordance with environmental permits to protect the nest.

- 4.6 CE#27 - Ground Water Following Existing 60" TLP - \$15,726.71

Additional pumping and production loss costs were incurred by the Contractor due to the impact of water leaking from an existing 60" diameter concrete drain pipe at Station 90+80 in the vicinity while trenching and shoring for the recycled water pipeline excavation.

- 4.7 CE#28 - Existing 24" CMP Crossing on Jennings Ranch at Sta. 90+56 - \$1,580.88

The Contractor encountered and abandoned an existing 24" CMP culvert pipe crossing the new recycled water pipeline at approximately STA 90+56 and repaired an existing 8" diameter PVC C900 pipe.

- 4.8 CE#35 - Unmarked Buried Obstructions at FCVV Excavation - \$48,295.32

The Contractor repaired an existing 24" diameter tail water irrigation pipe not shown on the contract plans that was encountered while drilling for the Flow Control Valve Vault (FCVV) soldier beam installation.

- 4.9 CE#37 - Jennings Ranch Road 7 Grade Adjustments Around Precast Manholes (RFI #058) - \$30,997.78

The Contractor raised the roadway grade around the manholes and access manways on Jennings Ranch Road 7 in order to conform to the existing service road as required by the City of Modesto in construction of the facilities property owned and utilized by the City of Modesto and their leasee of Jennings Ranch.

- 4.10 CE#39 – Credit for Temporary Facilities Not Needed or Not Provided

The Contractor is providing a credit for specified temporary facilities that were not needed or provided. This includes credits for telephone landline service at construction manager's office and a reduced office cleaning frequency.

- 4.11 CE#40 - Elevation of ARV on West Main at Sta. 201+39 - \$15,076.31

The Contractor was directed to modify the below ground air release valves (ARV) assembly at STA 261+39, on West Main Ave. The precast manhole section and frame & cover were removed, and the ARV assembly was installed as an above ground ARV.

- 4.12 CE#52 - Concrete Obstructions on S. Carpenter - \$8,802.29

The Contractor encountered buried concrete pieces and unknown utilities at Sta 380+49 while excavating the trench for the recycled water pipeline on South Carpenter Road. The additional cost includes costs for screening the concrete rubble and the disposal of debris.

- 4.13 CE#53 - Pipe Installation Under Existing 36" CMP Drain at STA 351+81 - \$3,593.07

The Contractor encountered a 36" diameter corrugated metal pipeline that was not shown on the Contract drawings and incurred additional costs excavating, shoring and laying the recycled water pipeline underneath.

- 4.14 CE#55 - Concrete Pad Modifications to Support Butterfly Valves - \$6,329.12

The Contractor was directed to increase the size of support pads underneath the new 24" butterfly valves at the Turlock Outfall area.

- 4.15 CE#56 - Cathodic Protection issues at flow control valve vault and flow meter vault - \$79,164.74

The Contractor implemented necessary changes as directed to address the cathodic protection of the new pipeline near the Flow Control Valve Vault (FCVV) and the Flow Meter Vault (FMV). Changes made include the following:

- a. Adding two 24" insulating flexible couplings on the west side of the FCVV.
- b. Bonding two #3 cables to the steel pipe at the FCVV and FMV.

- c. Installation of wax tape coating on the recycled water pipeline entering and exiting the FCVV.
 - d. Installation of a Bond Box Test Station at the east side of the FCVV.
 - e. Bonding the 24" diameter flex couplings on the west side of the FCVV as well as the north and south sides of the FMV.
 - f. Provide and install dewatering and shoring systems to allow for the installation of the new insulating flex couplings at the FCVV.
- 4.16 CE#58 - Added Support to Existing 42" BFV at EPS Connection Point - \$4,861.19

The Contractor performed additional excavation under the existing 42" diameter butterfly valve (BFV) City of Modesto Effluent Pump Station connection and placed controlled low strength material (CLSM) up to the spring line as added support for the BFV.

- 4.17 CE#60 - Change from Pavement Paint to Thermoplastic Striping - \$16,314.68

Per the requirements of the City of Modesto and Stanislaus County, the traffic striping material was changed from paint to thermoplastic striping, resulting in additional materials costs.

- 4.18 CE#62 - Radio Frequency and Antenna/Radio Equipment changes - \$15,856.18

the Contractor was directed to replace the originally specified 900Mhz Licensed Frequency radios and provide and install new radios for Remote Telemetry Unit (RTRU) RTU-100 and RTU-116 as well as new antennas for 450Mhz licensed frequency ranges, as 900 Mhz licensed frequencies were not available from the Federal Communications Commission (FCC) as planned.

- 4.19 Valve Extension for Existing 42" BFV at EPS (ref.RFI#129) - \$591.91

The Contractor installed a valve stem extension to the existing 42" diameter BFV at the connection point of the City of Modesto's Effluent Pump Station at the Jennings Road plant.

- 4.20 Radio Antenna Height Change - \$7,097.76

Due to a radio path study and report, the Contractor was directed to increase the height of the antenna pole that provides radio communication between the FCVV located near the City of Modesto's Effluent Pump Station and other radio telemetry infrastructure owned and operated by the City of Turlock.

- 4.21 Submersible Pressure Transmitter Revision - \$4,488.67

The Contractor removed the previously approved and installed level transmitters at the Turlock Outfall site and installed two new submersible pressure level transmitters, as directed, in order for level information to be transmitted correctly to the flow control valves.

- 4.22 Block Retaining Wall for Existing & ARV At FCVV - \$5,186.54

The Contractor was directed to furnish and install a concrete block retaining wall for the existing ARV on the south side of the FCVV.

- 4.23 Deletion of Wall Mounted Fabricated Aluminum Ladders in Manways and Below Ground ARV Assemblies - (\$23,291.74) CREDIT

Per the request of City staff, the Contractor was directed to provide a credit for the deletion of the wall mounted fabricated aluminum ladders in access tees to the recycled water pipeline and below grade ARV assemblies. Four (4) fiberglass ladders were provided in lieu of permanent ladders to allow maintenance staff to access the facilities.

- 4.24 Change of Bollard Spacing and Additional Bollards Needed - \$7,927.78

The Contractor was directed to modify the originally designed spacing of the removable bollards at the Flow Control Valve Vault and at the generator at the Harding Drain Bypass Pump Station as well as to provide four (4) additional bollards.

- 4.25 Credit for Tanner Pacific Inspector to Manually Check WSP Roundness in-lieu of Mandrelling required by Specs - (\$1,636.25) CREDIT

The project specifications required the Contractor to perform a mandrel test to verify roundness of installed pipe. The Contractor has provided a credit for the project inspector to manually check the WSP roundness.

- 4.26 Flow Control Valve Vault Exhaust Fan Operation (RFI #137) - \$2,100.00

The Contractor was directed to add fan control programming for the FCVV exhaust fan and to the radio telemetry system utilizing the existing intrusion switches for the lid of the FCVV hatch.

- Final Quantities Adjustment – (\$135,272.96) CREDIT

This item represents the difference between the estimated quantities presented to the Contractor on the bid form and actual quantities placed as part of the contract work.

All change order items have been reviewed and accepted by the consulting construction management firm hired for this project, West Yost Associates, and reviewed by City Engineering staff. Payment for extra work items included under this Contract Change Order No. 4 is pending City Council approval.

Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$ 27,547,208.00	July 24, 2018
Change Order No. 1	\$ 345,450.00	August 13, 2019
Change Order No. 2	\$ 182,224.22	September 24, 2019
Change Order No. 3	\$ 61,489.19	December 10, 2019
Change Order No. 4	\$ 189,156.75	September 22, 2020
Adjusted Total Contract	\$ 28,325,528.16	

When the contract for this project was awarded in July 2018, a construction contingency of \$1,350,000 was included for change orders. As noted above, project change orders total \$778,320.16.

The work has been completed in accordance with the approved plans and specifications. Staff requests City Council to authorize the City Engineer to file a Notice of Completion for the subject project. California Civil Code Section 9204 allows the City to record a notice of completion for public works projects which effectively limits the contractor's statutory time to file a claim on a project and begins the process to release retention withheld from progress payments.

4. BASIS FOR RECOMMENDATION:

- A. City Policy is the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5%, and all other change orders must be approved by the City Council.
- B. Contract Change Order No. 4 (Final) is necessary to compensate the contractor for a variety of items, including unforeseen conditions, owner requested changes to the scope, acceptance of credits for work not performed, and acceptance of final quantities that vary from the quantities estimated and included on the bid form.
- C. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

When the 2020-21 fiscal year budget was prepared it was anticipated that construction related costs for this project would be complete by June 30, 2020. Therefore, only minimal appropriations were included in the adopted 2020-21 budget to provide for end of project, wrap-up costs. The following table details the final projects costs that need to be budgeted for and paid in fiscal year 2020-21:

Description	Amount
Amended Construction Contract Amount thru CCO No. 4 (Final) -- <i>Ranger Pipelines, Inc.</i>	\$ 28,325,528.16
Less construction contract payments made in FY 2018-2019 and FY 2019-2020	\$ (27,994,598.45)
Engineering Services During Construction in FY 2020-2021 -- <i>Carollo Engineers</i>	\$ 31,918.00
Construction Management in FY 2020-2021 -- <i>West Yost Associates**</i>	\$ 30,000.00**
City Engineering staff costs in Fiscal Year 2020-2021	\$ 10,000.00
Fiscal Year 2020-21 funding required	\$ 402,847.71

**There is a balance of \$197,365.72 remaining in consultant's agreement as of the beginning of FY 2020-21. However only \$30,000 is needed for the actual work performed in FY 2020-21

Staff requests the following budget amendments for project expenses in Fiscal Year 2020-21 as outlined in the table below. These appropriations are the carryover of amounts appropriated in 2019-20 and not expended.

Account No.	Account Name	Current FY 2020-21 Budget	Requested Amendments	Amended FY 2020-21 Budget
416-51-540.43030	City Engineering	\$ 10,000	\$ 0	\$ 10,000
416-51-540.43327	Construction Management	\$ 0	\$ 30,000	\$ 30,000
416-51-540.43359	Professional Engineering Services	\$ 50,000	(\$18,000)	\$ 32,000
416-51-540.51311	NVRRWP Construction	\$ 0	\$331,000	\$331,000
Totals		\$ 60,000	\$343,000	\$403,000

Pursuant to the City's Water Sales Agreement with the DPWD dated May 10, 2016, all project costs related to the design and construction of the new facilities are paid for by DPWD on a reimbursement basis. DPWD has secured a number of federal grants for the project including multiple rounds from the U.S. Department of the Interior through the Title XVI Water Reclamation and Reuse Program. The remaining project costs are paid for through a State Revolving Fund (SRF) loan secured from the State of California Water Resources Control Board. The loan carries a 1.8% interest rate, is repayable over 30 years, and contains provisions for forgiveness of \$2,500,000 of the total amount borrowed. Loan proceeds are disbursed to the City on a reimbursement basis after the initial costs have been incurred by the City, and DPWD will pay the debt service payments in accordance with the payments made on the loan.

6. CITY MANAGER'S COMMENTS

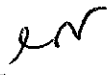
Recommend Approval.

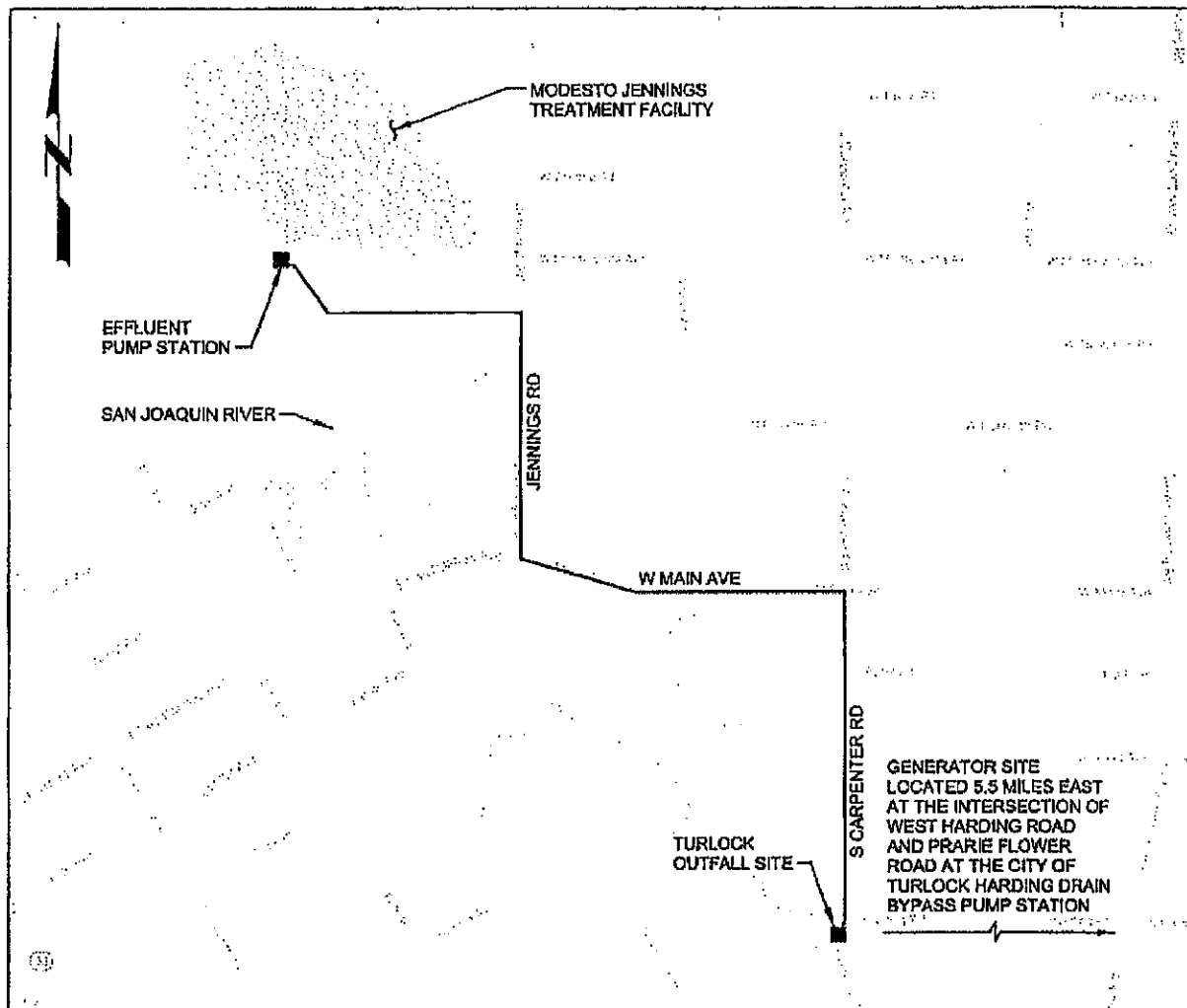
7. ENVIRONMENTAL DETERMINATION:

All environmental permits necessary for construction of the project have been secured and are described as follows:

- California Department of Fish and Wildlife Streambed Alteration Agreement
- Clean Water Act Section 404 Permit
- Clean Water Act Section 401 Water Quality Certification
- California Department of Fish and Wildlife Incidental Take Permit (ITP) for Swainson's Hawk
- California Environmental Quality Act (CEQA) -- A Mitigation Monitoring and Reporting Plan has been completed in response to an Environmental Impact Report and comments have been received from various regulatory agencies and incorporated into the bid documents.

8. ALTERNATIVES:

- A. Council could choose not to approve Contract Change Order No. 4 (Final). Staff does not recommend this alternative because the change order items are necessary to compensate the contractor for extra work necessary to provide a working SCADA system for the completed project. 
- B. Council could deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the project plans and specifications.



Project Location Map



CONTRACT CHANGE ORDER

Date issued: September 22, 2020

Change Order No.: 4 (FINAL)

Project Name: North Valley Regional Recycled Water Program Turlock Component

Ranger Pipelines

P.O. Box 24109

San Francisco, California 94124

415-822-3700

Project No.: 17-22A

Original Contract: \$27,547,208.00

Contract Award: July 24, 2018

You are directed to make the following changes in this contract as requested by The City of Turlock:

ITEM	Unit:	Quantity:	Unit Price:	Total:
4.1 CE#1 - Modifications to the AT&T Relocation Drawings	LS	1	\$61,198.46	\$61,198.46
4.2 CE #9 - Revision of CCTV Requirements	LS	1	(\$1,500.00)	(\$1,500.00)
4.3 CE #13 - Reduction of Settlement Monitoring Tolerances	LS	1	(\$800.00)	(\$800.00)
4.4 CE#24 - Unmarked Existing Slurry in Excavation at Harding Drain PS	LS	1	\$1,724.22	\$1,724.22
4.5 CE#26 - Active Killdeer Nest on Jennings Ranch	LS	1	\$18,244.09	\$18,244.09
4.6 CE#27 - Ground Water Following Existing 60" TLP	LS	1	\$15,726.71	\$15,726.71
4.7 CE#28 - Existing 24" CMP Crossing on Jennings Ranch at Sta. 90+56	LS	1	\$1,580.88	\$1,580.88
4.8 CE#35 - Unmarked Buried Obstructions at FCVV Excavation	LS	1	\$48,295.32	\$48,295.32
4.9 CE#37 - Jennings Ranch Road 7 Grade Adjustments Around Precast Manholes (RFI #058)	LS	1	\$30,997.78	\$30,997.78
4.10 CE#39 - Credit for Temporary Facilities Not Needed or Provided	LS	1	(\$3,500.00)	(\$3,500.00)
4.11 CE#40 - Elevation of ARV on West Main at Sta. 201+39	LS	1	\$15,076.31	\$15,076.31
4.12 CE#52 - Concrete Obstructions on S. Carpenter	LS	1	\$8,802.29	\$8,802.29
4.13 CE#53 - Pipe Installation Under Existing 36" CMP Drain at STA 351+81	LS	1	\$3,593.07	\$3,593.07
4.14 CE#55 - Concrete Pad Modifications to Support Butterfly Valves	LS	1	\$6,329.12	\$6,329.12
4.15 CE#56 - Cathodic Protection issues at flow control valve vault and flow meter vault	LS	1	\$79,164.74	\$79,164.74



4.16	CE#58 - Added Support to Existing 42" BFV at EPS Connection Point	LS	1	\$4,861.19	\$4,861.19
4.17	CE#60 - Change From Pavement Paint to Thermoplastic Striping	LS	1	\$16,314.68	\$16,314.68
4.18	CE#62 - Radio Frequency and Antenna/Radio Equipment changes	LS	1	\$15,856.18	\$15,856.18
4.19	Valve Extension for Existing 42" BFV at EPS (ref.RFI#129)	LS	1	\$591.91	\$591.91
4.20	Radio Antenna Height Change	LS	1	\$7,097.76	\$7,097.76
4.21	Submersible Pressure Transmitter Revision	LS	1	\$4,488.67	\$4,488.67
4.22	Block Retaining Wall for Existing & ARV At FCVV	LS	1	\$5,186.54	\$5,186.54
4.23	Deletion of Wall Mounted Fabricated Aluminum Ladders in Manways and Below Ground ARV Assemblies	LS	1	(\$23,291.74)	(\$23,291.74)
4.24	Change Of Bollard Spacing and Additional Bollards Needed	LS	1	\$7,927.78	\$7,927.78
4.25	Credit for Tanner Pacific Inspector to Manually Check WSP Roundness in-leiu of Mandrelling required by Specs.	LS	1	(\$1,636.25)	(\$1,636.25)
4.26	Flow Control Valve Vault Exhaust Fan Operation (RFI #137)	LS	1	\$2,100.00	\$2,100.00
Actual Amount Paid to Contractor for Bid Items (See Attached)		\$		27,405,435.04	
Contractor's Bid Amount for Bid Items				\$27,547,208.00	
Subtotal of Difference				(\$141,772.96)	(\$141,772.96)
		Total this CCO=		\$	182,656.75
The original contract sum =				\$	27,547,208.00
Net change by previous change orders =					\$589,163.41
The contract amount will be increased by the amount of =				\$	182,656.75
The new contract sum including this change order will be =				\$	28,319,028.16
Seventy two (72) working days are added to the total allotted contract time for Substantial Completion.					
Seventy six (76) working days are added to the total allotted contract time for Final Completion.					

Accepted: _____
Ranger Pipelines, Contractor

Date: _____

Recommended: _____
Nathan Bray, P.E., Interim Development Services Director/City Engineer

Date: _____

Approved: _____
Toby Wells, P.E., City Manager

Date: _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING THE CARRY
OVER OF UNEXPENDED APPROPRIATIONS
FROM FISCAL YEAR 2019-20 TO AMEND THE
FISCAL YEAR 2020-21 BUDGET FOR THE
NORTH VALLEY REGIONAL RECYCLED
WATER PROJECT - FUND 416 "RECYCLED
WATER SALES" TOTALING \$343,000 TO
PROVIDE FOR THE PROPER ACCOUNTING OF
EXPENSES ASSOCIATED WITH CITY PROJECT
NO. 17-22A "NORTH VALLEY REGIONAL
RECYCLED WATER PROGRAM – TURLOCK
COMPONENT"**

RESOLUTION NO. 2020-

WHEREAS, by separate actions, the City Council has approved Contract Change Order No. 4 (Final), accepted the improvements, and authorized the City Engineer to file a Notice of Completion for City Project No. 17-22A "North Valley Regional Recycled Water Program – Turlock Component"; and

WHEREAS, when the 2020-21 Fiscal Year budget was prepared it was anticipated that the construction related costs for this project would be complete by June 30, 2020. Therefore, only minimal appropriations were included in the adopted 2020-21 budget to provide for end of project, wrap-up costs; and

WHEREAS, staff has determined that \$343,000 of unexpended project funds appropriated in Fiscal Year 2019-20 need to be carried over to Fiscal Year 2020-21 to provide for the proper accounting for this project's final construction and related costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the carryover of unexpended appropriations from Fiscal Year 2019-20 to amend the Fiscal Year 2020-21 budget for the North Valley Regional Recycled Water Project - Fund 416 "Recycled Water Sales" totaling \$343,000 (as noted in the table below) to provide for the proper accounting of expenses associated with City Project No. 17-22A "North Valley Regional Recycled Water Program – Turlock Component".

Account Number	Account Name	Current FY 2020-21 Budget	Requested Amendments	Amended FY 2020-21 Budget
416-51-540.43030	City Engineering	\$ 10,000	\$ 0	\$ 10,000
416-51-540.43327	Construction Management	\$ 0	\$ 30,000	\$ 30,000
416-51-540.43359	Professional Engineering Services	\$ 50,000	(\$18,000)	\$ 32,000
416-51-540.51311	NVRRWP Construction	\$ 0	\$331,000	\$331,000
Totals		\$ 60,000	\$343,000	\$403,000

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of September, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
Office of the City Clerk
156 S. Broadway, Suite 230
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION
CITY PROJECT NO. 17-22A
NORTH VALLEY REGIONAL RECYCLED
WATER PROGRAM – TURLOCK COMPONENT**

Notice is hereby given that work on the above-referenced project located at the beginning at the concrete standpipe structure on South Carpenter Road at the intersection of Harding Road and continuing in the public right of way north to West Main Street, thence west on West Main Street to Jennings Road, thence north on Jennings Road for approximately 8,200 feet, thence west and northwest through Jennings Ranch and ending at the City of Modesto's effluent pump station was completed by the undersigned agency on September 22, 2020. The contractor of work is Ranger Pipelines, Inc., P.O. Box 24109, San Francisco, California, 94124 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- Nathan Bray, P.E., Interim Development Services Director/
City Engineer, Owner's Agent), City of Turlock

VERIFICATION

I, the undersigned, Development Services Director/City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

NATHAN BRAY, P.E.
INTERIM DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on September 23, 2020 at Turlock, California, Stanislaus County



FINAL QUANTITIES
North Valley Regional Recycled Water Program **Project No. 17-22A**

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization (Not to be Greater than 4% of the Total Unit Price Bid)							
1.1	Mobilization	LS	\$ 567,000.00	1.00	\$ 567,000.00	1.00	\$ 567,000.00	\$ -
1.2	Potholing Existing Utilities	LS	\$ 75,000.00	1.00	\$ 75,000.00	1.00	\$ 75,000.00	\$ -
1.3	CCTV of Ex. Irrigation and Culvert Crossings	LS	\$ 8,000.00	0.19	\$ 1,500.00	1.00	\$ 8,000.00	\$ (6,500.00)
1.4	Demobilization	LS	\$ 150,000.00	1.00	\$ 150,000.00	1.00	\$ 150,000.00	\$ -
2	Relocate AT&T Facilities							
2.1	F&I 4" Duct	FT	\$ 19.00	4940.00	\$ 93,860.00	4,940.00	\$ 93,860.00	\$ -
2.2	F&I Pull Boxes	EA	\$ 877.14	7.00	\$ 6,140.00	7.00	\$ 6,140.00	\$ -
3a	42-inch Steel Pipeline from STA 10+00 to STA 386+20 and from STA 387+00 to STA 387+57							
3a.1	42-inch Steel Pipeline from STA 10+00 to STA 386+20 & STA 387+00 to 387+57 - MATERIAL WSP	LF	\$ 170.00	37202.00	\$ 6,324,340.20	37,307.00	\$ 6,342,190.00	\$ (17,849.80)
3a.2	42-inch Steel Pipeline from STA 10+00 to STA 386+20 & STA 387+00 to 387+58 -D/L/B	LF	\$ 297.00	37202.00	\$ 11,048,994.00	37,307.00	\$ 11,080,179.00	\$ (31,185.00)
4	42-inch Steel Pipeline from STA386+20 to STA 387+00	LF	\$ 1,200.00	80.00	\$ 96,000.00	80.00	\$ 96,000.00	\$ -
5	Launching Shaft for Microtunnel from STA 47+80 to STA 50+60	LS	\$ 240,000.00	1.00	\$ 240,000.00	1.00	\$ 240,000.00	\$ -

6	Receiving Shaft for Microtunnel from STA 47+80 to STA 50+60	LS	\$ 165,000.00	1.00	\$ 165,000.00	1.00	\$ 165,000.00	\$	-
7	Microtunneling Installation from STA 47+80 to STA 50+60								
7.1	Microtunneling Installation from STA 47+80 to STA 50+60 - Mobilization	LS	\$ 40,000.00	1.00	\$ 40,000.00	1.00	\$ 40,000.00	\$	-
7.2	Microtunneling Installation from STA 47+80 to STA 50+60 - Casing Installation	LS	\$ 786,000.00	1.00	\$ 786,000.00	1.00	\$ 786,000.00	\$	-
8	Launching Shaft for Microtunnel from STA 183+80 to STA 184+40	LS	\$ 230,000.00	1.00	\$ 230,000.00	1.00	\$ 230,000.00	\$	-
9	Receiving Shaft for Microtunnel from STA 183+80 to STA 184+40	LS	\$ 155,000.00	1.00	\$ 155,000.00	1.00	\$ 155,000.00	\$	-
10	Microtunneling Installation from STA 183+80 to STA 184+40								
10.1	Microtunneling Installation from STA 183+80 to STA 184+40 - Mobilization	LS	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	\$	-
10.2	Microtunneling Installation from STA 183+80 to STA 184+40 - Casing Installation	LS	\$ 150,500.00	1.00	\$ 150,500.00	1.00	\$ 150,500.00	\$	-
11	Launching Shaft for Microtunnel from STA 235+57 to STA 237+87	LS	\$ 275,000.00	1.00	\$ 275,000.00	1.00	\$ 275,000.00	\$	-
12	Receiving Shaft for Microtunnel from STA 235+57 to STA 237+87	LS	\$ 310,000.00	1.00	\$ 310,000.00	1.00	\$ 310,000.00	\$	-
13	Microtunneling Installation from STA 235+57 to STA 237+87								
13.1	Microtunneling Installation from STA 235+57 to STA 237+87 - Mobilization	LS	\$ 30,000.00	1.00	\$ 30,000.00	1.00	\$ 30,000.00	\$	-
13.2	Microtunneling Installation from STA 235+57 to STA 237+87 - Casing Installation	LS	\$ 665,000.00	1.00	\$ 665,000.00	1.00	\$ 665,000.00	\$	-
14	Air Valve Assemblies - Above Ground	EA	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	\$	-
15	Air Valve Assemblies - Below Ground	EA	\$ 25,000.00	22.00	\$ 550,000.00	22.00	\$ 550,000.00	\$	-
16	Inspection Manway	EA	\$ 20,000.00	21.00	\$ 420,000.00	21.00	\$ 420,000.00	\$	-
17	Blow-Off Valves	EA	\$ 15,000.00	22.00	\$ 330,000.00	22.00	\$ 330,000.00	\$	-
18	Pipe Trench Cutoff Walls	EA	\$ 1,000.00	36.00	\$ 36,000.00	36.00	\$ 36,000.00	\$	-
19	Cathodic Protection System for the pipeline material selected in Bid Item 3	LS	\$ 300,000.00	1.00	\$ 300,000.00	1.00	\$ 300,000.00	\$	-
20	Modesto Effluent Pump Station Site - Site Work, Yard Piping, Electrical, Instrumentation, and all other Miscellaneous Work								

20.1	Modesto Effluent Pump Station Site - Site Work	LS	\$	40,000.00	1.00	\$	40,000.00	1.00	\$	40,000.00	\$	-
20.2	Modesto Effluent Pump Station Site - Yard Piping	LS	\$	195,000.00	1.00	\$	195,000.00	1.00	\$	195,000.00	\$	-
20.3	Modesto Effluent Pump Station Site - Instrumentation	LS	\$	50,000.00	1.00	\$	50,000.00	1.00	\$	50,000.00	\$	-
21	Flow Control Valve Vault, including all Civil, Structural, Mechanical, HVAC, Electrical, and Instrumentation Work											
21.1	Flow Control Valve Vault - Civil	LS	\$	140,000.00	1.00	\$	140,000.00	1.00	\$	140,000.00	\$	-
21.2	Flow Control Valve Vault - Structural	LS	\$	215,000.00	1.00	\$	215,000.00	1.00	\$	215,000.00	\$	-
21.3	Flow Control Valve Vault - Mechanical	LS	\$	150,000.00	1.00	\$	150,000.00	1.00	\$	150,000.00	\$	-
21.4	Flow Control Valve Vault - HVAC	LS	\$	15,000.00	1.00	\$	15,000.00	1.00	\$	15,000.00	\$	-
21.5	Flow Control Valve Vault - Instrumentation	LS	\$	40,000.00	1.00	\$	40,000.00	1.00	\$	40,000.00	\$	-
22	Turlock Outfall Site - Site Work, Yard Piping, Electrical, Instrumentation, and all other Miscellaneous Work											
22.1	Turlock Outfall Site - Site Work	LS	\$	26,000.00	1.00	\$	26,000.00	1.00	\$	26,000.00	\$	-
22.2	Turlock Outfall Site - Yard Piping	LS	\$	50,000.00	1.00	\$	50,000.00	1.00	\$	50,000.00	\$	-
22.3	Turlock Outfall Site - Instrumentation	LS	\$	40,000.00	1.00	\$	40,000.00	1.00	\$	40,000.00	\$	-
23	Flow Meter Vault, including all Civil, Structural, Mechanical, Electrical, and Instrumentation Work											
23.1	Flow Meter Vault - Civil	LS	\$	5,000.00	1.00	\$	5,000.00	1.00	\$	5,000.00	\$	-
23.2	Flow Meter Vault - Structural	LS	\$	45,000.00	1.00	\$	45,000.00	1.00	\$	45,000.00	\$	-
23.3	Flow Meter Vault - Mechanical	LS	\$	17,000.00	1.00	\$	17,000.00	1.00	\$	17,000.00	\$	-
23.4	Flow Meter Vault - Instrumentation	LS	\$	38,000.00	1.00	\$	38,000.00	1.00	\$	38,000.00	\$	-
24	RTU and SCADA Work Performed by HSQ Technology described by HSQ Quote No. 1804-0008-MP dated April 23, 2018 attached to Section 17050	LS	\$	315,900.00	1.00	\$	315,900.00	1.00	\$	315,900.00	\$	-
25	Permanent Asphalt Pavement Replacement at Roadway Crossings	SY	\$	100.00	328.00	\$	32,800.00	328.00	\$	32,800.00	\$	-
26	Jennings Road 3" Asphalt Pavement Grind and Overlay	SY	\$	19.00	9663.00	\$	183,597.00	9,663.00	\$	183,597.00	\$	-
27	West Main Avenue and South Carpenter Road 3" Asphalt Pavement Grind and Overlay	SY	\$	19.00	38018.00	\$	722,342.00	38,018.00	\$	722,342.00	\$	-
28	Jennings Road Asphalt Pavement Striping	LS	\$	24,600.00	1.00	\$	24,600.00	1.00	\$	24,600.00	\$	-
29	West Main Avenue and South Carpenter Road Asphalt	LS	\$	32,400.00	1.00	\$	32,400.00	1.00	\$	32,400.00	\$	-
30	Traffic Management	LS	\$	252,000.00	1.00	\$	252,000.00	1.00	\$	252,000.00	\$	-

31	Dust Control	LS	\$ 33,000.00	1.00	\$ 33,000.00	1.00	\$ 33,000.00	\$ -
32	Harding Drain Bypass Pump Station Backup Generator	LS	\$ 300,000.00	1.00	\$ 300,000.00	1.00	\$ 300,000.00	\$ -
33	Dewatering for Trenches and Open Excavations							
33.1	Dewatering - Discharge Piping	LS	\$ 160,000.00	1.00	\$ 160,000.00	1.00	\$ 160,000.00	\$ -
33.2	Dewatering - Dewatering Well	LS	\$ 354,700.00	1.00	\$ 354,700.00	1.00	\$ 354,700.00	\$ -
33.3	Dewatering - Well Pump	LS	\$ 114,000.00	1.00	\$ 114,000.00	1.00	\$ 114,000.00	\$ -
34	Payment for Use of Private Property to Dispose of Dewatering Water	LS	\$ -	0.00	\$ -	1.00	\$ -	\$ -
35	Surveying, Field Engineering, and Monument Preservation per Section 01722							
35.1	Monument Preservation per Section 01722	LS	\$ 15,000.00	1.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -
35.2	Surveying - Field Engineering	LS	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ -
36	Allowance for Stanislaus County and City of Modesto Encroachment Permit Fees	LS	\$ 75,000.00	0.46	\$ 34,218.81	1.00	\$ 75,000.00	\$ (40,781.19)
37	Allowance for Culvert Repairs	LS	\$ 50,000.00	0.63	\$ 31,390.86	1.00	\$ 50,000.00	\$ (18,609.14)
38	Allowance for Unknown Utilities	LS	\$ 50,000.00	0.92	\$ 45,751.67	1.00	\$ 50,000.00	\$ (4,248.33)
39	Allowance for Disputes Review Board per Section 00820	LS	\$ 20,000.00	0.00	\$ -	1.00	\$ 20,000.00	\$ (20,000.00)
40	Project Partnering per Section 01305							
40.1	Initial Workshop	LS	\$ 2,500.00	1.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ -
40.2	Additional Sessions	LS	\$ 7,500.00	0.65	\$ 4,900.50	1.00	\$ 7,500.00	\$ (2,599.50)
41	Sheeting, Shoring, and Bracing, or Equivalent Method for the Protection of Life and Limb in Trenches and Open Excavation, Pursuant to California Labor Code Section 6707 and Section 02260	LS	\$ 560,000.00	1.00	\$ 560,000.00	1.00	\$ 560,000.00	\$ -
42	All Work required to completed the project that is not included in Bid Items 1 - 41)	LS	\$ 10,000.00	1.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ -
	SUB-TOTAL CONTRACT ITEMS =				\$ 27,405,435.04		\$ 27,547,208.00	\$ (141,772.96)
C.O. #	CHANGE ORDERS							
1.1	Additional grinding and asphalt overlay paving on the northbound lane of Jennings Road from 20 feet north of Station 91+05 to Station 173+08 per Change Event #34	LS	\$ 345,450.00	1.00	\$ 345,450.00	0.00	\$ -	\$ 345,450.00

2.1	CE #4 - Flow Control Valve Modifications	LS	\$ 5,144.54	1.00	\$ 5,144.54	0.00	\$ -	\$ 5,144.54
2.2	CE #8 - Removal of Cattle Crossing Microtunnel	LS	\$ (122,888.35)	1.00	\$ (122,888.35)	0.00	\$ -	\$ (122,888.35)
2.3	CE #10 - Replacement of Water Pipeline on Modesto Property	LS	\$ 74,745.00	1.00	\$ 74,745.00	0.00	\$ -	\$ 74,745.00
2.4	CE #33 - AT&T Conduit & Pulbox Installation - East side of S. Carpenter Road	LS	\$ 225,223.03	1.00	\$ 225,223.03	0.00	\$ -	\$ 225,223.03
3.1	CE #42 - Generator SCADA Integration	LS	\$ 6,384.00	1.00	\$ 6,384.00	0.00	\$ -	\$ 6,384.00
3.2	CE #43 - Additional HSQ Training	LS	\$ 11,073.30	1.00	\$ 11,073.30	0.00	\$ -	\$ 11,073.30
3.3	CE #44 - Radio Path Survey	LS	\$ 8,400.00	1.00	\$ 8,400.00	0.00	\$ -	\$ 8,400.00
3.4	CE #46 - Connection of RTU-100 to City of Modesto SCADA	LS	\$ 2,729.09	1.00	\$ 2,729.09	0.00	\$ -	\$ 2,729.09
3.5	CE #47 - Upgrading Existing RTU-116 At Turlock Outfall Site	LS	\$ 14,062.65	1.00	\$ 14,062.65	0.00	\$ -	\$ 14,062.65
3.6	CE #48 - Controller Upgrades in Existing RTU #115 at Harding Drain Bypass Pump Station	LS	\$ 18,840.15	1.00	\$ 18,840.15	0.00	\$ -	\$ 18,840.15
4.1	CE#1 - Modifications to the AT&T Relocation Drawings	LS	\$ 61,198.46	1.00	\$ 61,198.46	0.00	\$ -	\$ 61,198.46
4.2	CE #9 - Revision of CCTV Requirements	LS	\$ (1,500.00)	1.00	\$ (1,500.00)	0.00	\$ -	\$ (1,500.00)
4.3	CE #13 - Reduction of Settlement Monitoring Tolerances	LS	\$ (800.00)	1.00	\$ (800.00)	0.00	\$ -	\$ (800.00)
4.4	CE#24 - Unmarked Existing Slurry in Excavation at Harding Drain PS	LS	\$ 1,724.22	1.00	\$ 1,724.22	0.00	\$ -	\$ 1,724.22
4.5	CE#26 - Active Killdeer Nest on Jennings Ranch	LS	\$ 18,244.09	1.00	\$ 18,244.09	0.00	\$ -	\$ 18,244.09
4.6	CE#27 - Ground Water Following Existing 60" TLP	LS	\$ 15,726.71	1.00	\$ 15,726.71	0.00	\$ -	\$ 15,726.71
4.7	CE#28 - Existing 24" CMP Crossing on Jennings Ranch at Sta. 90+56	LS	\$ 1,580.88	1.00	\$ 1,580.88	0.00	\$ -	\$ 1,580.88
4.8	CE#35 - Unmarked Buried Obstructions at FCVW Excavation	LS	\$ 48,295.32	1.00	\$ 48,295.32	0.00	\$ -	\$ 48,295.32
4.9	CE#37 - Jennings Ranch Road 7 Grade Adjustments Around Precast Manholes (RFI #058)	LS	\$ 30,997.78	1.00	\$ 30,997.78	0.00	\$ -	\$ 30,997.78
4.10	CE#39 - Credit for Temporary Facilities Not Needed or Provided	LS	\$ (3,500.00)	1.00	\$ (3,500.00)	0.00	\$ -	\$ (3,500.00)
4.11	CE#40 - Elevation of ARV on West Main at Sta. 201+39	LS	\$ 15,076.31	1.00	\$ 15,076.31	0.00	\$ -	\$ 15,076.31
4.12	CE#52 - Concrete Obstructions on S. Carpenter	LS	\$ 8,802.29	1.00	\$ 8,802.29	0.00	\$ -	\$ 8,802.29

4.13	CE#53 - Pipe Installation Under Existing 36" CMP Drain at STA 351+81	LS	\$ 3,593.07	1.00	\$ 3,593.07	0.00	\$ -	\$ 3,593.07
4.14	CE#55 - Concrete Pad Modifications to Support Butterfly Valves	LS	\$ 6,329.12	1.00	\$ 6,329.12	0.00	\$ -	\$ 6,329.12
4.15	CE#56 - Cathodic Protection issues at flow control valve vault and flow meter vault	LS	\$ 79,164.74	1.00	\$ 79,164.74	0.00	\$ -	\$ 79,164.74
4.16	CE#58 - Added Support to Existing 42" BFV at EPS Connection Point	LS	\$ 4,861.19	1.00	\$ 4,861.19	0.00	\$ -	\$ 4,861.19
4.17	CE#60 - Change From Pavement Paint to Thermoplastic Striping	LS	\$ 16,314.68	1.00	\$ 16,314.68	0.00	\$ -	\$ 16,314.68
4.18	CE#62 - Radio Frequency and Antenna/Radio Equipment changes	LS	\$ 15,856.18	1.00	\$ 15,856.18	0.00	\$ -	\$ 15,856.18
4.19	Valve Extension for Existing 42" BFV at EPS (ref RFI#129)	LS	\$ 591.91	1.00	\$ 591.91	0.00	\$ -	\$ 591.91
4.2	Radio Antenna Height Change	LS	\$ 7,097.76	1.00	\$ 7,097.76	0.00	\$ -	\$ 7,097.76
4.21	Submersible Pressure Transmitter Revision	LS	\$ 4,488.67	1.00	\$ 4,488.67	0.00	\$ -	\$ 4,488.67
4.22	Block Retaining Wall for Existing & ARV At FCVV	LS	\$ 5,186.54	1.00	\$ 5,186.54	0.00	\$ -	\$ 5,186.54
4.23	Deletion of Wall Mounted Fabricated Aluminum Ladders in Manways and Below Ground ARV Assemblies	LS	\$ (23,291.74)	1.00	\$ (23,291.74)	0.00	\$ -	\$ (23,291.74)
4.24	Change Of Bollard Spacing and Additional Bollards Needed	LS	\$ 7,927.78	1.00	\$ 7,927.78	0.00	\$ -	\$ 7,927.78
4.25	Credit for Tanner Pacific Inspector to Manually Check WSP Roundness in-leu of Mandrelling required by Specs.	LS	\$ (1,636.25)	1.00	\$ (1,636.25)	0.00	\$ -	\$ (1,636.25)
4.26	Flow Control Valve Vault Exhaust Fan Operation (RFI #137)	LS	\$ 2,100.00	1.00	\$ 2,100.00	0.00	\$ -	\$ 2,100.00
	SUB-TOTAL CHANGE ORDER ITEMS =				\$ 913,593.12		\$ -	\$ 913,593.12
	TOTAL PROJECT =				\$ 28,319,028.16		\$ 27,547,208.00	\$ 771,820.16



North Valley Regional Recycled Water Program – Turlock Component



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CHAPTER 1

Status



1.1 SYNOPSIS

Contractor	Ranger Pipelines
Original Contract Amount	\$27,547,208.00
Notice to Proceed	September 11, 2018
Start of Construction Time	September 11, 2018

1.1.1 Current Contract Status – Final Completion Reached April 01, 2020

Elapsed Duration (Working Days)	569
Earned Value	\$28,325,528.16

1.1.2 Contractor's Monthly Schedule Summary (April 2020)

Activity Name	Previous Month (March 2020)	Current Month (April 2020)
Estimated Final Completion	02/03/2020	04/01/2020

1.1.3 Change Orders

Time Extensions (working days)	83
Total Unworkable Days due to Weather	31
Contractual Final Completion	April 25, 2020
Actual Final Completion	April 01, 2020
Executed Change Orders to Date	4
Current Contract Value	\$28,325,528.16
Percent Changes	2.8%

CHAPTER 2

Progress Payment/Change Orders



2.1 PROGRESS PAYMENTS SUMMARY

Original Contract Amount:	\$27,547,208.00
Approved Changes:	\$778,320.16
Current Contract Amount:	\$28,325,528.16
Paid to Date:	\$26,909,251.56
Balance Due Including Retainage:	\$1,416,276.40

2.2 PROGRESS PAYMENT STATUS

No.	Date	Description	Amount Earned	Amount Paid	Retention Held	Status
001	11/30/18	November 2018	\$1,136,505.50	\$1,079,680.23	\$56,825.28	Paid
002	12/31/18	December 2018	\$1,113,621.00	\$1,057,939.95	\$55,681.05	Paid
003	01/31/19	January 2019	\$1,740,697.25	\$1,653,662.39	\$87,034.86	Paid
004	02/28/19	February 2019	\$1,462,702.00	\$1,389,566.90	\$73,135.10	Paid
005	03/31/19	March 2019	\$1,093,610.65	\$1,038,930.12	\$54,680.53	Paid
006	04/30/19	April 2019	\$1,235,446.70	\$1,173,674.37	\$61,772.34	Paid
007	05/31/19	May 2019	\$2,449,435.00	\$2,326,963.25	\$122,471.75	Paid
008	06/30/19	June 2019	\$2,197,310.00	\$2,087,444.50	\$109,865.50	Paid
009	07/31/19	July 2019	\$2,678,836.66	\$2,554,894.83	\$133,941.83	Paid
010	08/31/19	August 2019	\$3,485,062.58	\$3,310,809.45	\$174,253.13	Paid
011	09/30/19	September 2019	\$3,459,843.67	\$3,286,851.49	\$172,992.18	Paid
012	10/31/19	October 2019	\$3,600,900.00	\$3,420,855.00	\$180,045.00	Paid
013	11/30/19	November 2019	\$952,535.59	\$904,908.81	\$47,626.78	Paid
014	12/31/19	December 2019	\$165,342.80	\$157,075.66	\$8,267.14	Paid
015	01/31/20	January 2020	\$213,070.00	\$202,416.50	\$10,653.50	Paid
016	02/29/20	February 2020	\$632,615.50	\$600,984.72	\$31,630.78	Paid
017	03/31/20	March 2020	\$189,678.68	\$180,194.74	\$9,483.93	Paid
018	06/30/20	June 2020	\$187,384.87	\$178,015.63	\$9,369.24	Paid
019	09/22/20	September 2020	\$330,929.71	\$314,383.22	\$16,546.49	
Total to Date			\$28,325,528.16	\$26,909,251.56	\$1,416,276.40	

X A

Anthea Hansen

From: Stephen Fremming <SFremming@turlock.ca.us>
Sent: Wednesday, October 07, 2020 1:58 PM
To: David Houston <David.Houston@Waterboards.ca.gov>
Subject: NVRRWP C-06-8237-110 - Request for extension of Final Disbursement Request Date

Hello David,

Per Amendment No. 1 to the Funding Agreement to the subject project, the current Final Disbursement Request Date is November 18, 2020. On behalf of the City of Turlock, I would like to request an extension for the final disbursement request date to be December 31, 2020.

The extension, as requested, will allow City staff additional time to gather the needed documents for the final disbursement request, especially since the final payment to the construction contractor, consisting of 5% of the contract total, is slated to be released approximately 35 days after the approval of the NOC, or October 27th, which is near to the current Final Disbursement Request date of November 18, 2020.

The project was substantially completed on March 2, 2020. All physical construction work, including the completion of minor punchlist items, was completed on April 1, 2020. After negotiating the final change order items, the City Council of the City of Turlock approved the filing of a Notice of Completion (NOC) On September 22, 2020.

Thank you for your consideration.

Sincerely,

Stephen Fremming
Principal Civil Engineer
City of Turlock
156 S. Broadway Ste 150
Turlock, CA 95380
ph: 209.668.5417
sfremming@turlock.ca.us

Effective August 10, 2020, and continuing until further notice, Development Services (Building, Engineering, and Planning Divisions) public counter will be closed. We will continue to assist you through scheduled appointments, our online services, email, mail, and by phone. Thank you for your understanding as we strive to provide customer service in a safe and effective manner.

X A



North Valley Regional Recycled Water Program (NVRWP)

Subject: May to July 2020 Progress Report
Prepared for: Anthea Hansen, Del Puerto Water District
Prepared by: Carrie Del Boccio
Date: September 2, 2020
Project No.: 0453-004 – Implementation Studies

This progress report summarizes work performed May 9th, 2020, through August 14th, 2020, for Phase 4 of the North Valley Regional Recycled Water Program (NVRWP).

1 Work Performed

The scope for Phase 4 is focused on completing permitting, environmental, and funding tasks needed for implementation of the Program and landowner coordination for temporary and permanent right-of-way needs of the Program facilities. Below is a summary of work performed under each Phase 4 task.

Task 2 – Outreach Program, Task 4 – Final Environmental Impact Statement, Task 5 – Right of Way Acquisition, and Task 6 – Land Surveys/Support for Right of Way Acquisition

- None during this period.

Task 1 – Institutional and Regulatory Support

- Reviewed draft workplan for Turlock's dilution study.
- Investigating question on limits for dilution credits for Turlock's discharge.

Task 3 – SRF and Related Funding Support

- Tracked updates on the WIIN program grants.
- Tracked updates on the SLDMWA IRWM grant.
- Coordinated with DPWD on questions from Turlock auditors.

Task 7 – Project Management, Coordination, and QA/QC

- Performed internal project controls.
- Prepared for and attended monthly project coordination calls.

2 Budget Status

The attached table shows the budget status as of August 14th, 2020 for the project. This reflects the release of optional/contingency budget approved by the DPWD Board of Directors on August 22nd, 2018. As of the invoicing date, 99% of the authorized budget has been expended.



Del Puerto Water District, City of Modesto, & City of Turlock
North Valley Regional Recycled Water Program Phase 4
Through August 14, 2020

Tasks	Budget (Amended 9/2018)	Spent This Period	Total to Date	Budget Remaining	% of Budget Spent
Task 1: Institutional and Regulatory Support					
1.1 RWQCB NPDES Permit Support	\$114,844	\$1,480	\$142,404	-\$27,560	124%
1.2 Coordination and Technical Support with Reclamation	\$64,332	\$0	\$59,171	\$5,161	92%
Subtotal Task 1:	\$179,176	\$1,480	\$201,575	-\$22,399	113%
Task 2: Outreach Program					
2.1 Outreach to Stakeholders	\$50,957	\$0	\$31,708	\$19,249	62%
2.2 Outreach to Elected Officials	\$22,592	\$0	\$8,331	\$14,261	37%
2.3 Supporting Documentation Preparation	\$12,098	\$0	\$9,232	\$2,866	76%
Subtotal Task 2:	\$85,647	\$0	\$49,272	\$36,375	58%
Task 3: SRF and Related Funding Support					
3.1 SRF Loan Application Acceptance and Financing Agreement	\$73,758	\$0	\$88,939	-\$15,181	121%
3.2 Other Funding and Financing Support	\$57,855	\$341	\$95,268	-\$37,413	165%
3.3 Grassland Joint Grant Application	\$0	\$0	\$24,465	-\$24,465	#DIV/0!
3.4 WIIN Grant Application	\$0	\$0	\$76,543	-\$76,543	#DIV/0!
Subtotal Task 3:	\$131,613	\$341	\$285,215	-\$153,602	217%
Task 4: Final Environmental Impact Statement					
4.1 USFWS Biological Assessment for Endangered Species Act Co	\$68,792	\$0	\$75,782	-\$6,990	110%
4.2 Bifurcated Final EIS	\$71,210	\$0	\$34,482	\$36,728	48%
Subtotal Task 4:	\$140,002	\$0	\$110,264	\$29,738	79%
Task 5: Right of Way Acquisition					
5.0 Right of Way Acquisition	\$76,444	\$0	\$110,427	-\$33,983	144%
Subtotal Task 5:	\$76,444	\$0	\$110,427	-\$33,983	144%
Task 6 Land Surveys/Support for Right of Way Acquisition					
6.1 Resolved Parcel Boundary Package (assumes 25 parcels)	\$195,350	\$0	\$21,347	\$174,003	11%
6.2 Project Record-of-Survey	\$9,631	\$0	\$8,754	\$877	91%
Subtotal Task 6:	\$204,981	\$0	\$30,102	\$174,879	15%
Task 7: Program Management, Coordination and QA/QC					
7.1 Program Oversight and Reporting	\$47,446	\$466	\$89,971	-\$42,525	190%
7.2 Team Meetings	\$38,310	\$410	\$23,250	\$15,060	61%
7.3 Coordination with Design Build Owners Advisor	\$15,810	\$0	\$17,148	-\$1,338	108%
7.4 Quality Assurance/Quality Control Measures	\$12,692	\$0	\$1,478	\$11,214	12%
Subtotal Task 7:	\$114,258	\$876	\$131,847	-\$17,589	115%
TOTAL	\$932,121	\$2,697	\$918,702	\$13,419	99%

X B.

Anthea Hansen

From: Jarrett Martin <JMartin@ccidwater.org>
Sent: Thursday, October 01, 2020 2:50 PM
To: Chris White; Anthea Hansen
Cc: Adam Scheuber; Steve Chedester
Subject: FW: CCID Orestimba Creek - Scope of Work, Revised Budget and CSA
Attachments: Project Scope-Phased budget.2020-1001.pdf; CSA-CCID OCRRE.2020-10-01.pdf

Please review and let me know if you have any questions or concerns.

Jarrett

From: Rick Iger <riger@ppeng.com>
Sent: Thursday, October 01, 2020 1:19 PM
To: Jarrett Martin <JMartin@ccidwater.org>
Cc: Chris White <cwhite@sjrecwa.net>; Steve Chedester <stevechedester@sjrecwa.net>; Anthea Hansen <ahansen@delpuertowd.org> <ahansen@delpuertowd.org>; Adam Scheuber <ascheuber@delpuertowd.org>; Donna Bond <dbond@ppeng.com>; Kevin Johansen <kjohansen@ppeng.com>
Subject: FW: CCID Orestimba Creek - Scope of Work, Revised Budget and CSA

Hey Jarrett, Attached for your review is the revised scope and a new Contract Services Agreement per our discussion on Phasing the project and taking the permits through completion and multiple meetings with permitting agencies and Reclamation. The Phase one subtotal is for taking design and permitting through 30% design and drafting of permit applications, generally the first two months of schedule. Let me know if this is workable.

Below is a summary of the original budget, changes contained in the new scope and budget contained in the new scope with explanations of what changed. We appreciate your and your Boards confidence in us as expressed at the CCID Board Meeting.

Thanks, Rick and Kevin

Rick Iger
Principal Engineer
Provost & Pritchard Consulting Group
Los Banos Office
249 W. Pacheco Blvd, Suite B
Los Banos, CA 93635
Office (209) 829-1685 EXT. 711
Cell (661) 303-6607

From: Donna Bond <dbond@ppeng.com>
Sent: Thursday, October 1, 2020 12:05 PM
To: Rick Iger <riger@ppeng.com>; Kevin Johansen <kjohansen@ppeng.com>; Calvin Monreal <cmonreal@ppeng.com>;

Dawn Marple <dmarple@ppeng.com>; Dena Giacomini <DGiacomini@ppeng.com>

Subject: RE: CCID Orestimba Creek - Scope of Work, Revised Budget and CSA

Hi Rick,

Here are links to the finalized and signed scope of work in PDF format and the signed CSA in PDF format.

Task	Description	Estimated Budget	Revised Budget
ADM	Project Administration and Management	\$23,000	\$33,000
SVY	Surveying and Mapping	\$18,000	\$18,000
GEO	Geotechnical work for Design	\$53,000	\$53,000
DES1	Project Design Activities to 30%		\$23,000
DES2	Project Design Activities to Final	\$170,000	151,000
ENV	Environmental Compliance (CEQA/NEPA)	\$106,000	115,000
PER1	Permitting – Preliminary Work	\$31,000	\$6,000
PER2	Permitting – Complete Application Submittals		\$55,000
LAND	Land Acquisitions	\$11,000	11,000
BID	Construction Bidding	\$13,000	13,000
TOTAL ESTIMATED FEE		\$425,000	\$478,000

ADM budget increased to cover additional meetings with participants to fine tune project description and components to include modifications requested after submittal of the proposal.

DES budget increased for the design group to make the modifications from the prior 30% design for the FEMA projects.

ENV budget increased to include additional meetings with USBR to keep the environmental process moving.

PER budget increased to include additional meetings with the various permitting agencies including Cal-OSHA coordination for tunneling work to go from application submittal to permits and agreements.

Here is the budget showing the breakdown for Phase 1 up to 30% design and Phase 2, 30% to Bidding.

Proposed Budget – Orestimba Creek Recharge & Recover Expansion Project			
Phase	To 30% Design	30% To Bidding	Estimated Fee
Phase ADM	\$6,000	\$27,000	\$33,000
Phase SVY	\$18,000		\$18,000
Phase GEO		\$53,000	\$53,000
Phase DES1	\$23,000		\$23,000
Phase DES2		\$151,000	\$151,000
Phase ENV	\$26,000	\$89,000	\$115,000
Phase PER1	\$6,000		\$6,000
Phase PER2		\$55,000	\$55,000
Phase LAND		\$11,000	\$11,000
Phase BID		\$13,000	\$13,000
Total Estimated Fee:	\$79,000	\$399,000	\$478,000

From: Rick Iger <riger@ppeng.com>

Sent: Thursday, October 1, 2020 11:18 AM



286 W. Cromwell Avenue
 Fresno, CA 93711-6162
 (559)449-2700
 FAX (559)449-2715
www.ppeng.com

CONSULTANT SERVICES AGREEMENT

CSA No: 20-388

Client	<u>Central California Irrigation District</u>	Proposal No.	<u>20-388</u>
Attention	<u>Jarrett Martin</u>	Telephone	<u>209-826-1421</u>
Bill To	<u>Central California Irrigation District</u>	Fax	<u></u>
Billing Address	<u>PO Box 1231</u> <u>1421 West I Street</u>	E-Mail	<u>jmartin@ccidwater.org</u>
City, Zip Code	<u>Los Banos, CA 93635</u>		
Project Title	<u>Orestimba Creek Recharge & Recovery Expansion Project</u>	Location	<u>Los Banos, CA</u>

Description of Services: See attached Scope of Work dated October 6, 2020 – "Engineering and Land Surveying Services for Orestimba Creek Recharge & Recovery Expansion Project" for complete description of scope and estimated budget.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.
5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim

for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.

6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause

- pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
 14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
 15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
 16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
 17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
 18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a precondition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach

- that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client Central California Irrigation District

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group

By 

By 

Name/Title Jarrett Martin, General Manager

Name/Title Kevin Johansen, Project Manager
and Principal-in-Charge

Date Signed October 7, 2020

Date Signed October 6, 2020



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www.provostandpritchard.com

October 6, 2020

Mr. Jarrett Martin, General Manager
Central California Irrigation District
1421 West I Street
Los Banos, CA 93635

**Subject: Engineering and Land Surveying Services for
Orestimba Creek Recharge & Recovery Expansion Project**

Dear Mr. Martin:

Thank you for the opportunity to submit this Scope of Work to provide engineering services for the subject project. This Scope of Work discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

We understand that the Orestimba Creek Recharge & Recovery Expansion Project would include design and permitting of groundwater banking facilities near Orestimba Creek between Stuhr Road and Orestimba Road, between the DMC and Eastin Water District Boundary. Project water supplies could include surface water from Central California Irrigation District (CCID) and Del Puerto Water District (DPWD) supplies, Orestimba Creek flows and high flows in the San Joaquin River (SJR) and potentially Kings River systems during flood events. Water wells to recover the stored supplies could be located throughout the area near recharge facilities as well as along the CCID Main Canal.

The purpose of this project is to expand the 20-acre pilot recharge and recovery project into a larger (potentially up to 80-acre) project as outlined in the Technical Memorandums prepared during the two half-acre test pond and 20-acre pilot project phases. Based on results from the 20-acre pilot project, recharge rates are expected to be sustained at 2.6 feet per day. This would reduce the number of acres needed to meet the same storage goals proposed for the Orestimba Creek Recharge and Recovery Expansion Project. However, the scope of work will still be to design for a 60-acre expansion (80-acres total). The project will provide a place to store high flow and carryover supplies which would include groundwater replenishment to offset nearby groundwater demands as well as regulate supplies to provide a critical year water supply and provide water to meet peak demands in the summer.

The tasks to complete the Project are outlined in the Scope of Services below:

Scope of Services

Our proposed scope of work for this proposal is segregated into several phases, described below.

Phase ADM: Project Management and Administration

Provost & Pritchard will perform overall project management and administration activities such as communication and coordination with CCID, SJRECWA and DPWD staff and others, as well as

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coordination efforts to manage the Project's schedule and budget. Work in this phase will include the following tasks:

- Participate in one (1) kick-off meeting with CCID and DPWD via phone or video conference to finalize communication protocol and project schedule. CCID and DPWD will provide electronic copies of any previously prepared technical reports and any other project background information. Participate in weekly meetings with CCID and DPWD for the first two months to get facilities identified and project descriptions approved for Design, Environmental and Permitting.
- CCID's and DPWD's consulting attorneys will provide legal work tasks related to this contract under separate contracts. The legal work and associated costs are not included in this contract.
- It is anticipated that the following meetings will be required, with the desire to have in-person meetings rather than remote video conference meetings if possible;
 - Regional Water Quality Control Board in Fresno
 - California Department of Fish & Wildlife in Fresno
 - U. S. Army Corps of Engineers in Sacramento
- Scheduling activities, such as surveys, and geotechnical work.
- Managing the schedule and budget.
- Providing monthly progress and status reports at the CCID, DPWD Board Meetings:
 - Attendance for the CCID and DPWD Board of Director's and managers meetings as requested, in addition to communication and coordination with CCID and DPWD staff and Boards, (2 meetings per month for 16 months at 1 hour per meeting assumed)
- Assist CCID and DPWD to set up and participate in meetings with potential project partners, landowners, and other potential stakeholders as requested. Prepare materials to aid in conducting the meetings, attend and summarize the meetings afterward with action items. (1 meeting every other month for 16 months at 2 hours per meeting assumed)

Deliverables:

The following deliverables will be provided:

- Progress and Status Reports – A written report (memorandum) will be provided monthly for the CCID and DPWD Board of Director's meetings.
- Schedule and Budget – A written schedule and budget will be provided and updated monthly.
- Agenda and meeting notes – Agendas and meeting notes will be provided for meetings as requested.

Phase SVY: Survey and Mapping

Work under this task includes field survey work for use in design and preparation of maps for land purchases, easements, and license agreements. Primary tasks under this task item include:

- Perform a supplementary topographic survey and boundary survey for the property and easements to aid in understanding grade at the proposed location and a pipeline alignment route to determine the location of the proposed project facilities. This will be used as the basis for design drawings. Considering that topographic survey was completed in the Pilot Phase for the 60 acres where the proposed recharge basins were to be constructed; the remaining survey required will consist of cross sections along approximately 7,000 linear feet of the proposed pipeline alignment, the turnout from Orestimba Creek, the booster pump stations and production wells along Reclamations interceptor drain water disposal channel and inlets to DMC. A record survey of the existing 20 acres of recharge basins will also be needed so the new 60 acres of recharge basins tie-in appropriately. This survey will identify elevation changes, existing infrastructure such as roads, culverts, electric poles, and other details relevant for the design work. It will include a centerline and a fringe about 100-ft wide from which plan and profile drawings for about 7,000 feet of proposed 36" pipeline will be prepared.
- Development of legal descriptions and/or maps and boundary description(s) for property purchase and/or lease and easement agreements and license agreements.
- Assist CCID and DPWD in submitting the final acquisition boundary documents to the county for recording.

Deliverables:

- Topographic map which will be included in the design drawings.
- Legal description for property purchase.
- Maps and descriptions required for easements and license agreements.

Phase GEO: Project Geotechnical Study

Soils survey work is needed to collect relevant information regarding soil material, properties, and depths along the proposed pipeline alignment as well as levee and structure construction. The costs reflected in this Phase are for Provost & Pritchard's time to coordinate sampling and review analyses, and sub-consultants costs for a geotechnical engineer. This soil survey will support the decisions on pipe material to be used, potential pipe layout depth and restrictions like backfilling or covering. Soils in some locations are expected to be shallow and/or rocky. The soil survey will consist of auguring to the depth of ten feet or the parent rock material and spaced not more than 500 feet apart along the pipeline alignment. Soil material will be described using the Unified Soil Classification System (USCS). The following tasks are included in this phase:

- Coordination with the geotechnical sub-contractor for the completion of a geotechnical investigation:
 - 14 borings will be drilled along the proposed 36 inch diameter pipeline alignment to depths to about 10 to 15 feet, 2 borings will be drilled to depths of about 20 feet at the crossing locations at Stuhr Road, 1 soil boring is planned to a depth of 30

feet within the Bell Road shoulder area for the proposed turnout structure, 1 boring will be drilled at the proposed pump station area to a depth of 50 feet, 4 soil borings will be drilled within the proposed basin area to depths of 25 to 50 feet to identify the subsurface soils and obtain samples for laboratory permeability testing, 6 borings will be drilled to depths of 10 feet within the levees and pipeline improvement planned within the basin area.

- A description of general subsurface soil, local geology, groundwater conditions encountered and soil suitability analysis per USDA standards including soil chemistry;
- Recommendations for earthwork construction, including site preparation and engineered fill;
- Recommendations for temporary excavations, temporary shoring or bracing, and utility trench backfill;
- Foundation design parameters including soil bearing capacity, foundation depth, estimated settlement, and lateral resistance;
- Soils recommendations for design of miscellaneous concrete slabs-on-grade including modulus of subgrade reaction;
- Recommendations for trenching, pipe bedding and backfilling;
- Recommendations for slope grading, slope stability, slope protection, maintenance, and embankment construction.
- A general lithologic summary of the soils encountered in the borings within the basin areas and the results of laboratory permeability testing to provide an understanding of the extents of the soil zones with the preferred soils.
- Settlement evaluation for new levee construction;
- Discussion of faults and seismicity within the site vicinity;
- General observations of the existing creek banks in the proposed improvement areas;
- Areas of observed instability will be noted. The report will include a discussion of our observations and general recommendations for addressing creek bank stability;
- An evaluation of liquefaction and seismic settlement potential;
- Discussion of Lane's Weighted Creep Ratios;
- Seismic design coefficients in accordance with 2019 California Building Code;
- Coefficient of friction and lateral earth pressures of site soils;

- Characterization of soil corrosivity; and
- Final test boring logs and laboratory test results.

Deliverables:

- Geotechnical Report with summary of borings, findings, and recommendations.

Phase DES1: Project Design Activities – To 30% Design

This task consists of development of the conceptual and 30% plans and Basis of Design Memorandum for the project based on the determinations found in previous tasks, and the requirements set forth in the applicable permits for the project. Work performed as part of this task will include:

- Perform Hydraulic Calculations using spread sheets for sizing facilities, including capacity evaluation of existing DMC turnout at MP 51.65 L.
- Lift Pump and Booster Pump sizing and motor selection.
- Review existing conceptual design with CCID and DPWD to incorporate pilot project results, final facilities layout.
- Prepare a Basis of Design Memorandum with preliminary (or 30±%) design plans including a review of different design and construction methodologies. Design drawings will include the pipe's horizontal and vertical location, sizes, valves, meters, ponds, channels, pumps and turnout. This will be submitted to CCID and DPWD for review and comment and will also be used for the environmental and permitting documents.

For purposes of preparing this scope of work, the project design is assumed to be based on the description and exhibit contained in the RFP issued by CCID on August 10, 2020 and subsequent clarification information that was provided, and is anticipated to include:

- 60-acre expansion site with four 15-acre ponds (cells).
- Remove and replace existing 36-inch concrete pipeline with new pipeline capable of conveying approximately 130 cfs for fill up $((1.25 \times 2.6 \text{ ac-ft per acre} \times 80 \text{ acres})/2 = 130 \text{ cfs})$.

Note: Size and pipe material to be determined during conceptual design and could possibly be accomplished by using DMC TO at MP 52.40 L to connect to a second larger pipe along Orestimba Road to connect with the proposed ponds from the south as a supplementary source of water for recharge.

- One gravity turnout and headgate control structure and associated pipeline to connect to DMC stormwater collection drain on west side of DMC near Orestimba Creek in overflow area to capture flood flows in Orestimba Creek. The existing concrete box culvert siphon under the DMC will be utilized to convey water from the west side to the east side of the DMC.

- 10 cfs lift pump with variable-frequency-drive (VFD) and 25 cfs lift pump with soft start near Orestimba Creek.
- Booster pump with VFD near ponds to return groundwater to DMC with assumed capacity of 10 cfs.
- Modifications of existing Flow Control Box at DMC Turnout at MP 51.65 L were assumed to be relatively minor to allow delivery for the original concept flow of 35 cfs to ponds and 10 cfs from ponds.

Note: If larger capacity is desired based on pilot project results, significant revisions to the existing turnout may be required or a new supplementary turnout may need to be installed, or alternatively utilize the turnout at MP 52.40 L as a supplementary source of water for the project.

- Enlarged prism of existing canal to convey approximately 35 cfs; length of extension to be determined during 30% design depending on expanded pond location and extension to the south to enable filling of each pond cell independently.

Note: This capacity may need to be increased and location modified depending on pipeline size and capacity noted above; could possibly be accomplished by using DMC turnout at MP 52.40 L to connect to a second larger pipe along Orestimba Road to connect with the proposed ponds from the south as a supplementary source of water for recharge.

- Orestimba Creek turnout, pond inlets, DMC inlets and well discharge pipes shall be equipped with instantaneous and totalizing flow meters.

Deliverables:

- Basis of Design Memorandum and preliminary (30% complete) project design drawing of the Project for CCID and DPWD review and comment. Two (2) electronic copies in PDF format and four (4) hard copies will be provided.

Phase DES2: Project Design Activities – 30% To Bidding

This task consists of development of the final plans and specifications for the project based on the determinations found in previous tasks, and the requirements set forth in the applicable permits for the project. Work performed as part of this task will include:

- Structural calculations and design of concrete structures.
- Prior to beginning the 60% design effort Provost & Pritchard will review and reconcile comments from responsive reviewing agencies with CCID and DPWD. It is assumed that there will not be any substantive design changes after the 30% review has been completed. Provost & Pritchard will prepare the 60% design drawings which will incorporate the geotechnical results along with an outline of the contract documents and technical specifications and a preliminary opinion of probable construction costs. This will be submitted to CCID, DPWD and other regulatory agencies as required for review and comment.

- Prior to beginning the 90% design effort Provost & Pritchard will review and reconcile comments from responsive reviewing agencies with CCID and DPWD. Provost & Pritchard will prepare the 90% design drawings along with draft contract documents and technical specifications and an updated opinion of probable construction costs. This will be submitted to CCID and DPWD for review and comment.
- Prior to beginning the 100% design effort Provost & Pritchard will review and reconcile comments from all reviewing agencies with CCID and DPWD. Provost & Pritchard will complete the design drawings, contract documents, technical specifications and an opinion of probable construction cost for bidding and construction, assuming any design conditions to satisfy the environmental and permitting process can be incorporated without substantial changes to the drawings.

Deliverables:

- 60% design drawings with an outline of the contract documents and technical specifications and a preliminary opinion of probable construction costs. Two (2) electronic copies in PDF format and four (4) hard copies will be provided.
- 90% design drawings with draft contract documents and technical specifications and an updated opinion of probable construction costs. Two (2) electronic copies in PDF format and four (4) hard copies will be provided.
- Final design drawings, contract documents, technical specifications, and an opinion of probable construction cost for bidding and construction. Two (2) electronic copies in PDF format and four (4) hard copies will be provided.

Phase ENV: Project CEQA/NEPA Preparation of Joint Administrative Draft Initial Study/Environmental Assessment and Technical Documents

Provost & Pritchard has reviewed the 2017 EA/IS for the Orestimba Creek Groundwater Recharge Project. This EA/IS covered the construction of a 20-acre recharge facility, a new 21-inch PVC pipeline, a new production well and three nested monitoring wells. Pursuant to CEQA Guidelines there are a couple of different ways to tier off of a previously completed environmental document. An addendum to the previous document may only be prepared if there are only minor technical changes to the original analyzed project; however, the revised project analysis may not identify new significant environmental impacts. If new significant environmental impacts are identified, then a Subsequent EA/IS shall be prepared. The scope and fee below assume that a Subsequent EA/IS will be prepared.

- Participate in one (1) kick-off meeting with USBR, CCID and DPWD via phone or video conference to finalize communication protocol and project schedule. CCID and DPWD will provide electronic copies of any previously prepared technical reports and any other project background information.
- Participate in up to twenty (20) one-hour conference calls with USBR, CCID and DPWD staff for the duration of the ENV phase to ensure consistency in the environmental approach. We estimate approximately four (4) of these conference calls will occur during the first phase of the project.
- Prepare the Administrative Draft Subsequent EA/IS pursuant to the NEPA/CEQA Environmental Checklist.

- The Subsequent EA/IS will only address the topic areas that are being updated or changed as a result of the new project activities. Thresholds for the standards of significance and mitigation measures, as appropriate will also be discussed.
- Complete the following technical studies to provide analysis within the Subsequent EA/IS:
 - Assessment of possible air quality and greenhouse gas impacts using the CalEEMod statewide land use emissions computer model.
 - Provost & Pritchard has teamed with Live Oak Associates, Inc., to prepare a Biological Evaluation. The biological resources study will be updated to address the technical study timeframe that the Bureau recommends. Live Oak Associates, Inc., will complete the following
 - Review of relevant background information, including but not limited to California Natural Diversity Database, the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants of California, technical reports regarding flora and fauna with potential to occur near the Project areas, and other planning documents completed for projects within the region that have potential relevance to the Project area.
 - Perform a reconnaissance-level field survey of the Project area. Goals of the biological field survey include identification of existing biological resources within the Project area, including land uses and biotic habitats, constituent plants and animals, and suitable habitat for special status species.
 - Perform an aquatic resources delineation to determine jurisdictional waters and/or wetlands within the Project area. If found, the delineation would be used for associated regulatory permits and the EA/IS.
 - Conduct required fieldwork, according to the 1987 *USACE Wetland Delineation Manual*, the *Arid West regional supplement*, in addition to other relevant guidance and publications.
 - Prepare an Aquatic Resources Delineation Report consistent with the USACE's *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports* (2016) and the *Updated Map and Drawing Standards for the South Pacific Division Regulatory Program* (2016).
 - Provost & Pritchard has teamed with Applied EarthWorks, Inc., to prepare a Cultural Resources Inventory. The cultural resources study will be updated to address the technical study timeframe that the Bureau recommends. Applied EarthWorks, Inc. will conduct the following:
 - Obtain a records search from the Southern San Joaquin Valley Information Center, California State University, Bakersfield, to identify any previously recorded sites located on or adjacent to the project area.
 - Conduct a records search of the Native American Heritage Commission (NAHC) Sacred Lands files. Outreach letters and follow-up phone calls will be made to tribal organizations.

- Perform a pedestrian survey of the proposed project areas. The survey will be conducted at 15-m transect intervals.
- Provost & Pritchard has teamed with Kenneth D. Schmidt and Associates, to prepare an evaluation of groundwater impacts that may occur as a result from operations of a groundwater bank. KDSA and Provost and Pritchard will conduct the following:
 - Preparation of a Report describing Hydrogeologic conditions, projected recharge and recovery rates, and potential impacts/benefits on subsidence, based on previous reports and testing.
 - Potential migration of stored water away from well field and associated losses to neighbors under two hydrology conditions. An example of operations could be recharge two years out of three and recovery once every three years; recharge once per three years and recovery once per three years, no action in between. (Specific scenarios may be developed once contact is awarded)
- Participate in up to one (1) project team meeting with USBR, CCID and DPWD staff via phone or video conference to discuss any comments or concerns regarding the analysis presented in the Administrative Draft Subsequent EA/IS.
- Upon receipt of one (1) set of consolidated USBR, CCID and DPWD review comments, we will incorporate the comments into the document and provide USBR, CCID and DPWD with the Draft Subsequent EA/IS, with insertions, deletions, and formatting changes in strike-through and underline (i.e. Microsoft Word "Track Changes" version).
- Prepare the NOI, Notice of Completion (NOC), and Notice of Determination (NOD).
- Provost & Pritchard will attend one (1) Board meeting in person for the consideration of the environmental documentation.
- Upon Board action to adopt the Subsequent EA/IS and approve the project, CEQA Guidelines Section 15075 requires that the lead agency file a Notice of Determination (NOD) within five (5) working days (Public Resources Code Section 21083).
- Provost & Pritchard will prepare a draft NOD for review and comment.
- Following that review, Provost & Pritchard will finalize the NOD, file it with the County Clerk's Office, and provide a copy to State Clearinghouse (SCH).

Deliverables:

- One (1) electronic copy of the Administrative Draft Subsequent EA/IS and technical studies
- One (1) electronic copy, each, of the Draft Subsequent EA/IS, NOI, NOC, and NOD

Phase PER1: Project Permitting – Application Phase

Provost & Pritchard will assist CCID and DPWD with acquiring information from the various permitting agencies to prepare draft permit applications, easements and license agreements required for construction and operation of the project.

- Establish a contact person for each permitting agency and download application forms and instructions.
- Begin initial draft applications for the following permits:

- Lake and Streambed Alteration Notification
- USACE Section 10/404 Permit
- Regional Water Quality Control Board Section 401 Water Quality Certification
- Stanislaus County Permits

Deliverables:

- List of contacts for permitting agencies.
- Draft permit application forms for CCID and DPWD review.

Phase PER2: Project Permitting – Finalize and Execute Permits

Provost & Pritchard will assist CCID and DPWD in submitting and interacting with the Agencies with the goal of acquiring the necessary permits, easements and license agreements required for construction and operation of the project.

- Coordination with clients and permitting agencies to finalize permit applications and develop permit conditions.
- Prepare an initial Stormwater Pollution Prevention Plan (SWPPP) in compliance with State Water Resources Control Board Construction General Permit for use by contractor in bidding the project. The final SWPPP will be prepared by the contractor to accommodate their own means and methods.
- USBR MP620 Permit – Complete the MP620 permit necessary for modifications of federal facilities with attachment of all relevant documents and requested information.
- USBR Easement Permit or long-term License Agreement – Provide necessary information to assist CCID and DPWD with completing the authorized uses permit allowing Project activities under USBR lands (activities under the DMC) and within the USBR right-of-way and provide all relevant documents and requesting information.
- USACE NWP 404, Regional Water Quality Control Board 401 Certification, and/or CDFW Lake and Streambed Alteration (LSA) Agreement - If warranted and based on the findings of the Biological Evaluation, regulatory permits may be required from the USACE, Regional Water Quality Control Board, and California Department of Fish & Wildlife. Permit coverage may include:

Lake and Streambed Alteration Notification

- Prepare the LSA Notification package pursuant to California Fish and Game Code section 1602. Specific tasks associated with this phase include:
 - Conduct necessary fieldwork (concurrent with fieldwork associated with the biological evaluation and other environmental permitting).
 - Complete the Standard LSA Notification form with attachment of all relevant documents and requested information.
 - Provide up to three meetings with CDFW to discuss and negotiate mitigation measures prior to the issuance of the final agreement.

USACE Section 10/404 Permit

- Prepare a USACE Nationwide (NWP) permit application package, which will include, at a minimum, (it is anticipated this project falls under a NWP 43 Permit-Stormwater Management Facilities):
 - Provide a cover letter, the Aquatic Resources (Wetland) Delineation Report (from Live Oak Associates, Inc.),
 - Complete the request for Aquatic Resources Delineation Verification or Jurisdictional Determination form, and mapping,
 - Complete SPD PCN Checklist form with Attachment 3 for California, and all other required attachments.
 - Provide up to three meetings with USACE to discuss and negotiate mitigation measures and/or mitigation banking options prior to the issuance of the final NWP permit.

Regional Water Quality Control Board Section 401 Water Quality Certification

- Prepare a Section 401 Water Quality Certification Application package for submittal to the Regional Water Quality Control Board. Specific tasks associated with this phase include:
 - Completion of the Section 401 Water Quality Certification Application form and attachment of all relevant documents and requested information.
 - Provide up to three meetings with RWQCB to discuss and negotiate mitigation measures prior to the issuance of the final certification.

Stanislaus County Encroachment/Building Permits

Prepare application and pursue permit acquisition from Stanislaus County for Bell Road and Stuhr Road Crossings. The Bell Road crossing is anticipated to be open cut and the Sturh Road crossing is anticipated to be a Tunneling project (crossings greater than 30-inch diameter). (A third crossing of Orestimba Road may be required if expanded capacity is met from DMC TO at MP 52.40 L).

- Compliance with Cal-OSHA for the Tunneling Project

Deliverables:

- Provide a copy of the completed USBR MP620 Permit and Easement Permit to CCID and DPWD for review and comment, following which, the document will be finalized for submission to USBR.
- Provide a copy of the completed LSA Notification and required attachments to CCID and DPWD for review and comment, following which, the document will be finalized for submission to CDFW.
- Provide a copy of the completed USACE permit application package to the client for review and comment, following which, the document will be finalized for submission to USACE.
- Provide a copy of the completed Section 401 Water Quality Certification Application package to the client for review and comment, following which, the document will be finalized for submission to the RWQCB.

Phase LAND: Land Acquisitions

Provost & Pritchard will assist CCID and DPWD in acquiring the lands for the pipelines, ponds, and wells for construction of the project. Provost & Pritchard will provide maps, legal descriptions, and other information readily available from other aspects of the project as requested for the preparation of property use and/or purchase agreements by CCID and DPWD. The following agreements that will be developed by CCID and DPWD are envisioned:

- Purchase agreement(s) for the recharge pond and recovery well properties
- Pipeline easement(s) if not already existing
- Right of way use agreements.

Deliverables:

- Boundary Map(s)
- Legal Description(s)

Phase BID: Project Bidding

Construction documents will be prepared so the project can be publicly bid for construction by a licensed general contractor. Upon final CCID and DPWD approval of the design documents, for proposal purposes we are assuming fifteen (15) copies of each set of bidding documents (full size plans and specifications) will be prepared. The project will be advertised in accordance with CCID's and DPWD's advertising requirements. Provost & Pritchard will arrange and attend the pre-bid meeting and provide bidding documents to prospective bidders. Provost & Pritchard will respond to bidder questions through an addendum(s), attend the bid opening, review the bids for completeness, and prepare a bid canvass with recommendations for CCID and DPWD to award the project pending Board approvals.

Professional Fees

Provost & Pritchard Consulting Group will perform the services in this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed our estimate of \$478,000 without additional authorization.

Proposed Budget – Orestimba Creek Recharge & Recover Expansion Project			
Phase	10-30% Design	30% and Bidding	Estimated Fee
Phase ADM	\$6,000	\$27,000	\$33,000
Phase SVY	\$18,000		\$18,000
Phase GEO		\$53,000	\$53,000
Phase DES1	\$23,000		\$23,000
Phase DES2		\$151,000	\$151,000
Phase ENV	\$26,000	\$89,000	\$115,000
Phase PER1	\$6,000		\$6,000
Phase PER2		\$55,000	\$55,000
Phase LAND		\$11,000	\$11,000
Phase BID		\$13,000	\$13,000
Total Estimated Fee:	\$79,000	\$399,000	\$478,000

The line items shown above are estimates and are not intended to limit billings for any given Task. Required task effort may vary up or down from the line item estimates shown, however total billings will not exceed the Total shown without additional authorization. If the scope changes materially from that described above, as a result of any agency's decision or because of design changes requested by the Owner, we will prepare a revised estimate of our fees for your approval before we proceed.

Schedule

Once we receive an executed copy of this scope of work together with the signed Consultant Services Agreement and are authorized to proceed, we can begin work immediately as indicated in the table below. Provost & Pritchard anticipates that the identified work would begin in October 2020 and continue through December 2021, with the goal of starting construction of project facilities in January 2022. It is difficult to estimate exact schedules for projects this early in their development, as many things are subject to change during the permitting process, and by nature are unpredictable. Therefore, the project schedule will continue to be reviewed and updated monthly as the project proceeds. For the basis of this scope of work, shown below is a preliminary project schedule to meet the desired deliverable dates specified in the RFP and modified in further discussions with District staff.

Proposed Schedule – Orestimba Creek Recharge & Recover Expansion Project		
Phase	Description	Estimated Date Range
Phase ADM	Project Administration and Management	October 2020 – December 2021
Phase SVY	Surveying and Mapping	October 2020, October 2021
Phase GEO	Geotechnical work for Design	November 2020 – December 2020
Phase DES1	Project Design Activities	October 2020 – November 2020
	30% Design	October 2020 – November 2020
Phase DES2	Project Design Activities	December 2020 – July 2021
	60% Design	December 2020 – March 2021
	90% Design	April 2021 – June 2021
	100% Design	June 2021 – July 2021
Phase ENV	Environmental Compliance (CEQA/NEPA)	October 2020 – August 2021
Phase PER1	Permitting – Applications	October 2020 – November 2020
Phase PER2	Permitting – Finalize and Execution	December 2020 – October 2021
Phase LAND	Land Acquisitions	October 2020 – October 2021
Phase BID	Construction Bidding	October 2021 – December 2021

Assumptions

- The project design and associated fee proposal contained herein was developed based on the RFP issued by CCID on August 10, 2020 and subsequent clarification information that was provided.
- This proposal covers activities through bidding of the project; construction management would be contracted at a later date.
- Subcontract work not part of this scope will be contracted directly with CCID and DPWD, unless requested otherwise. Currently, it is assumed that the project participants will contract with:
 - A hydrogeologist for recovery well design (quantity and location) and groundwater monitoring plan.
 - A consultant to evaluate SJR and Delta environmental impacts from taking water out of the creek.
 - A SCADA provider for integrating booster pumps and well pumps.
 - Another consultant will provide grant administration.
- CCID will take the lead on obtaining water rights permit; it is anticipated that only supporting information will be provided.

- Preliminary design and Basis of Design will be approved, evaluation of different design and construction methods, and project facility location and partners will be finalized prior to proceeding with the 60% design.
- Since the RFP indicates final plans will be completed by July 2021 and permits will be finalized by October 2021, if revisions to the final design are required to meet permit conditions, then a budget adjustment may be required.
- The expanded 60-acre recharge site will be used for the project and integrated with the existing 20-acre pond, with the pond design allowing for continued farming of the parcel if desired.
- Existing DMC turnout can be modified to meet project requirements. If significant revisions to the existing turnout are required or a supplementary turnout is required, the scope of work will need to be modified.
- The existing pipeline from the DMC will be removed and replaced with a 36" pipeline to deliver water to the recharge basin site, and at this time is assumed to be sufficient to deliver water for recharge for the combined 80 acre site. If the pipeline is found to be too small or incapable of meeting demand of the recharge ponds, additional work may be necessary to modify the turnout and/or pipeline or select an additional turnout and pipeline alignment, necessitating a scope and budget adjustment.
- Regarding boundary information for the project, it is assumed that there are no material discrepancies that would require filing a record of survey in accordance with Section 8762 of the Land Surveyors Act will be discovered.
- Well design will be provided by others. The Drilling contractors for the recovery wells will secure well drilling permits, however Provost & Pritchard will assist in providing project information needed for permits to hydrogeologist, drillers, Districts and County officials.
- A subsidence impact analysis model will not be required to evaluate potential subsidence on the DMC from project operations.
- This proposal does not include focused surveys, handling of special status species, or documentation beyond what has been described in this scope of work.
- The client will provide access to site.
- If the Project stalls for more than 90 days and/or if the Project understanding changes significantly, a revised scope and fee may be necessary.
- Archeological sites or architectural features or structures will be identified but not evaluated under this scope. If sites are deemed to be present during the investigation phase an amendment to this scope may be necessary.
- USBR, CCID and DPWD staff will provide Provost & Pritchard with one (1) set of consolidated comments for inclusion.
- Cultural monitoring will not be conducted as part of this scope.
- KDSA will prepare the bulk of the Hydrogeologic Report and P&P will provide review and coordination of the report and incorporation into Environmental documents.
- Outreach letters and follow-up phone calls will be made to tribal organizations, but Native American coordination or field monitoring will not be conducted under this scope. If

responses, coordination and field monitoring are required an amendment to this scope and fee may be necessary.

- Meetings with USBR, CCID and DPWD are assumed to be held by telephone or video conferencing for cost efficiency. Travel and mileage would be charged on a time and materials basis in effect with rates at the time.
- Provost & Pritchard will prepare and distribute all notices required for the publication and circulation of the Public Review Draft Subsequent EA/IS, NOI, and NOD pursuant to CEQA.
- Provost & Pritchard will file all notices with the appropriate agencies for the project pursuant to the CEQA Guidelines.
- This scope and fee includes the filing of the Notice of Determination with the County Clerk's Office and the payment of the County Clerk filing fee of \$50.00.
- It is assumed that there will not be a CDFW 2020 Environmental Document Filing Fee of as this is a Subsequent EA/IS and the original EA/IS was already paid in 2017. CCID will provide proof of the payment in the form of a receipt from the County Clerk for the 2017 EA/IS filing.
- It is not anticipated public comments will be received; therefore, this scope and fee does not include responding to any public comments received during the public review period. If comments are received and CCID and DPWD would like Provost & Pritchard to prepare a response, a separate scope and fee will be provided for review and approval to the Districts.
- This proposal does not include the preparation of a long-term routine maintenance LSA Agreement or any other long-term permits maintenance permits.
- This proposal includes submittal of an LSA notification, and the work anticipated to be required in order to complete this task. If District requires assistance implementing protective measures of the LSAA, a revised scope and fee may be necessary.
- This proposal does not include mitigation fees which may be required by regulatory agencies.
- Provost & Pritchard has no influence on the timeliness of review or issuance of permits (or License Agreements) by outside agencies such as USBR, CDFW, USACE, and Regional Water Quality Control Board.
- The client will pay all permit, notification, and processing fees directly to any applicable agencies.
- The District is responsible for notifying applicable regulatory agencies prior to commencing work via the appropriate processes.
- One round of comments from CDFW will be addressed on the permits submitted to the agency. Multiple rounds of comments or changes in approach by CDFW or other regulatory agencies will be considered extra work.
- This proposal assumes the work described will qualify for inclusion under a Nationwide Permit (NWP). If USACE determines that an individual permit is required, a revised scope and fee may be necessary.

- This proposal assumes one site visit to conduct all required fieldwork for the activities described in this scope of work. If additional site visits are required, a revised scope and fee may be necessary.
- This scope does not include the filing fees for any of the permits described above.

Additional Services

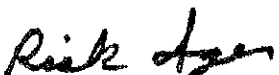
The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.


- Assist CCID and DPWD to set up and participate in meetings with potential project partners, landowners, and other potential stakeholders. Prepare materials to aid in conducting the meetings, attend and summarize the meetings afterward with action items.
- Development of agreements with neighbors and adjoining districts.
- Hydrogeologic model or evaluation of additional operational scenarios.
- Construction management services including construction review, staking and testing.
- Operations and evaluation of the project can be requested.
- Grant administration.
- Assistance with closeout of permits upon completion of the project.

Terms and Conditions

If this Scope of Work is acceptable, please sign the Consultant Services Agreement, and return a copy to our office. These documents will serve as our Notice to Proceed.

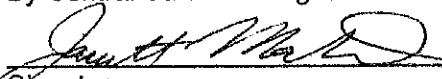
Sincerely Yours,
Provost & Pritchard Consulting Group



Rick Iger, RCE 38272
Client Manager/Assistant Project Manager

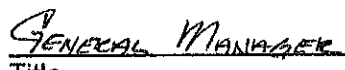

Kevin Johansen, RCE 47444
Principal-in-Charge/Project Manager

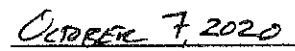
Terms and Conditions Accepted

By Central California Irrigation District


Signature


Printed Name


Title


Date

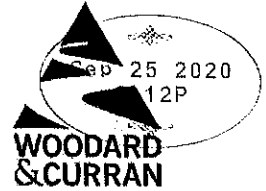

Signature

Kevin Johansen
Printed Name

Project Manager and Principal-in-Charge
Title

October 6, 2020
Date

X.C.



PROGRESS REPORT

Del Puerto Canyon Reservoir Program Management

Subject: July 2020 Progress Report

Prepared for: Anthea Hansen (DPWD) and Chris White (SJRECWA)

Prepared by: Andy Neal and Katie Cole (Woodard & Curran)

Date: September 16, 2020

Project No.: 0011297.00

This progress report summarizes the work performed by Woodard & Curran and subconsultants for the period through July 31st, 2020 for Del Puerto Canyon Reservoir Program Management. Please contact aneal@woodardcurran.com or (925) 627-4114 with any questions.

Work Performed

A summary of work performed during the current reporting period is summarized in the following table.

Task Description	Work Completed This Period
Task 1 Program Management	<ul style="list-style-type: none"> Weekly internal team and external client coordination meetings. Project management tool maintenance (EVA, document management portal, staff management and tracking, sub billing calendar). Budget, schedule, and scoping tracking and updates. As appropriate and where possible, ramping down the work of Woodard & Curran and subconsultant teams pending further direction from SJRECWA and DPWD and Feasibility decisions. Coordination and meetings with the City of Patterson. Coordination with and management of subcontractors. SJRECWA and DPWD Board Meeting update memos. Developing and reviewing program budget. GIS shapefile management. Continued work and coordination on water right application water availability analysis required by the State Board. Drafting water availability analysis TM as supplement to the Operations Analysis TM.
Task 2 Agency Coordination and Permitting Plan	<ul style="list-style-type: none"> USBR weekly meetings and preparation. Internal meetings and staff coordination related to permitting and agency coordination efforts.

Task Description	Work Completed This Period
Task 3 Reservoir Operations Analysis	<ul style="list-style-type: none"> Addressed and documented USBR comments for flood analysis TM. Through a series of meetings and in order to respond to comments on the Feasibility Report, the modeling group has continued to refine the hydraulics modeling. Our team has been consulting with Dan Steiner to gather input and ensure that the analyses are consistent and defensible when reviewed with other regional models. We packaged up our Gold Sim model and delivered it to Reclamation's modeling team for their own independent review. We also hosted a meeting to walk them through Gold Sim and its functionality.
Task 5 CEQA/NEPA Project Phase Authorization	<ul style="list-style-type: none"> Internal staff coordination and meetings. Finalized EIR based on client comments on Screencheck. Final EIR is ready to publish pending final revisions to operations appendix. Provided confidential internal draft of Final EIR to Reclamation on July 8. Final EIR included revised EIR sections and response to comments. Provided internal draft of revised EIR appendices to Reclamation on July 14. Contacted USFWS again to request information on eagle nesting in the vicinity of the project area.
Task 6 Validate Facilities	<ul style="list-style-type: none"> None.
Task 7 Procure Design Consultants	<ul style="list-style-type: none"> None.
Task 9 Conveyance Facilities Preliminary Design	<ul style="list-style-type: none"> None.
Task 10 USBR Feasibility Report	<ul style="list-style-type: none"> The Program team continued to address the approximately 350 comments from Reclamation on the draft Feasibility Report in July. Comments came from Reclamation's Regional (Sacramento) and Policy (Denver) groups and were received in the form of a memo as well as individual comments within the report. Woodard & Curran worked back and forth with both Reclamation reviewers as well as DPWD and the SJRECWA to understand each comment, develop a planned response, and update the report to address the comments in the revised report which will be re-submitted back to Reclamation on August 7. The bulk of our work during this reporting period revolved around this effort. In July, we received additional guidance from Reclamation's economists to improve the cost allocation, which is a series of tables that breaks out the federal and non-federal costs and benefits by benefit type. This is used to show the federal 25% investment in the project has a benefit-cost ratio that is greater than 1. Two items that were requested from Reclamation were to add Interest During Construction and Separable Costs.

Task Description	Work Completed This Period
Task 11 Land-Owner Coordination	<ul style="list-style-type: none"> • None.
Task 12 Survey/Mapping	<ul style="list-style-type: none"> • None.
Task 13 Utility Company Coordination	<ul style="list-style-type: none"> • Barnard completed their high-level power transmission relocation assessment. Final memorandum summarizing range of magnitude construction cost was submitted on June 23, 2020. The relocations evaluation draft memorandum from Black & Veatch was submitted on May 22, 2020. The team is working to fold in the information that was received from Barnard Construction and Black & Veatch during their independent review of the dam construction and utility relocation costs. • Program team has asked that PG&E and WAPA pause in developing their relocation concepts pending completion of the DEC review and Feasibility Report review processes. • April Harvey (Crimson) is still reviewing the package of materials that was sent March 30 which is an overview of the project and details of the pipeline that will need to be re-routed.
Task 14 Outreach Support	<ul style="list-style-type: none"> • Prepared for and attended weekly program outreach meetings. • The outreach team has been following social media, the city manager's office, the city council, Congressman Harder's office, and potential new city council candidates to track the word around town • Website improvements have been made to address any misinformation that we're hearing through the above forums

Budget Status

As of this invoice, 97% of the project budget has been billed (\$7,225,553.35 of \$7,416,300.00). A budget breakdown by task is included in the below table.

TABLE 1: BUDGET BREAKDOWN BY TASK

1	Program Management	\$478,240.00	\$444,433.17	\$20,428.87	\$464,862.04	\$13,377.96	97%
2	Agency Coordination and Permitting Plan	\$456,400.50	\$392,450.53	\$1,409.50	\$393,860.03	\$62,540.47	86%
3	Reservoir Operations Analysis	\$368,833.50	\$368,833.50	\$0.00	\$368,833.50	\$0.00	100%
4	Funding Strategy (Not Included)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
5	CEQA/NEPA Compliance	\$1,866,583.00	\$1,799,418.51	\$6,707.75	\$1,806,126.26	\$60,456.74	97%
6	Validate Facilities	\$2,018,150.75	\$2,107,650.04	\$0.00	\$2,107,650.04	(\$89,499.29)	104%
7	Procure Design Consultants	\$15,493.25	\$5,493.25	\$0.00	\$5,493.25	\$10,000.00	35%
8	Design Consultant Management (Not included)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
9	Conveyance Facilities Preliminary Design	\$1,097,197.00	\$1,082,002.94	\$315.00	\$1,082,317.94	\$14,879.06	99%
10	USBR Feasibility Study (Not included)	\$405,000.00	\$402,579.53	\$60,774.58	\$463,354.11	(\$58,354.11)	0%
11	Land Owner Coordination	\$62,336.00	\$39,618.30	\$0.00	\$39,618.30	\$22,717.70	64%
12	Survey/Mapping	\$198,000.00	\$173,364.88	\$0.00	\$173,364.88	\$24,635.12	88%
13	Utility Company Coordination	\$90,066.00	\$52,349.25	\$0.00	\$52,349.25	\$37,716.75	58%
14	Outreach Coordination	\$360,000.00	\$264,508.75	\$3,215.00	\$267,723.75	\$92,276.25	74%
Total		\$7,416,300.00	\$7,132,702.65	\$92,850.70	\$7,225,553.35	\$190,746.65	97%

Notes:

¹ Task budgets are internally allocated and may be reallocated between tasks based on program need.

Schedule Status

A Screencheck Response to Comments Document was submitted to DPWD and the Exchange Contractors in June. The team is working on identifying a schedule for the Final EIR and anticipates being able to make a decision in August.

Any work on the Feasibility Report will be in direct response to USBR comments on the document.

Outstanding Issues

Bureau of Reclamation Coordination

- Identifying the appropriate level of Reclamation review to determine project feasibility is ongoing. Continued coordination with Reclamation is needed to identify the process for determining feasibility. This remains loosely defined for this project, which is unique as a State-led program, and leads to uncertainty.
- Throughout the development of the Feasibility Report, multiple review cycles, meetings with Reclamation, and updated client input on model tweaks to maximize benefits has caused the team to spend more effort than anticipated finalizing the benefits, writing up and re-running the analyses, and compiling results into the Feasibility Report. The amount of new comments as the document goes through Reclamation review is unknown, and potentially will require significant more analyses and re-work to get to a final for the Secretary's review. Aside from minor edits, our team had expected to be done with the Feasibility Report at the end of April in advance of the DEC workshop.
- The project was deemed feasible and the Feasibility Report was successfully packaged and delivered to USBR on May 29. This was right on schedule for USBR's Regional (Sacramento) review the first week of June and the Policy (Denver) team review slated for the week of June 8. The Program team prepared a high-level presentation of the project and the report to aid the reviewers in navigating the document and address any initial questions. We have received initial comments from these entities and have begun responding to them. The team has also developed cost allocation tables.
- USBR has determined that the project requires an EIS as opposed to an EA. In order to streamline NEPA, Reclamation is planning on referencing the EIR (CEQA) as the basis for their NEPA environmental analysis and adding the Federally required sections as supplement. Reclamation has informed the Project Partners that Reclamation will lead the development of the EIS in order to expedite schedule since this will reduce the need for Reclamation reviews. Reclamation will request Tech Memos from the project team as needed.
- Completion of NEPA process and issuance of ROD will require completion of both Section 7 and Section 106 Consultation. Further work on biological and cultural resources reports is on hold pending direction.
- USBR comment determined the need to get started on an eagle permit. The team also reviewed NOP scoping letters in order to anticipate anything else that the USBR might be facing in terms of responding when we finalize the FEIR responses.

Army Corps Coordination

- A phone call with the Army Corps was required in response to submittal of the Aquatic Resources Delineation (ARD) resulted in updates to report, ORM spreadsheet, and GIS shapefiles. Due to the various types of "adjacent" and potentially isolated seeps along Del Puerto Creek, there needs to be a significant nexus discussion to demonstrate the presence or lack of a link of those features with the Creek and the San Joaquin River, in accordance with the Rapanos decision. The EIR identifies

the fact that Del Puerto Creek is intermittent (and so is a relatively permanent water [RPW]), but some upstream seep areas remain wet and so appear to contribute to the creek (and downstream). The ARD doesn't clearly identify whether wetlands are truly adjacent or not, and if they are, whether they contribute to the Creek and the San Joaquin River. Under Rapanos, Ramon has to demonstrate a nexus.

- Discussed the new Federal Navigable Waters rule which went into effect June 22 and could have affected the project and the Approved Jurisdictional Determination (AJD). This discussion resulted in decision to change the determination request to a Preliminary Jurisdictional Determination (PJD) because an AJD could not have been completed before the new Federal Navigable Waters ruling on June 22nd. This allows us to come to a milestone and holding place with the Corps but also gives us the flexibility to re-evaluate whether the new Navigable Waters rule has any implications on this project and to reassess our determination needs and best interests once the project begins to move forward again. The team provided an email to the Corps confirming that we would like to pursue a Preliminary Jurisdictional Determination at this time.

State Water Resources Control Board Coordination

- After the initial water rights application was reviewed by the State Board, additional coordination and analyses were required for the water availability analysis portion of the application. This has required more detailed data collection and analyses to estimate downstream impacts of flow reduction in the Del Puerto Creek. The State Board does not have streamlined guidelines for the requirements of the water availability analyses, and it is unknown what level of detail will be required for completion of the application at this time. The team has developed a strategy for the water availability analysis and drafted a TM which will be presented to the State Board for further discussion before re-submitting the application.

Utility Company Coordination

- The Shell Oil asset transaction delayed work on pipeline relocation. The team has reached out to Crimson Pipeline, the new pipeline owner and is requesting an introductory meeting.
- Ongoing coordination with PG&E has exceeded the expected amount due to infrastructure conflicts in the area of the DPCR site. Our team has coordinated with PG&E on an initial routing study and with three potential re-routing options to assess as feasible possibilities in the advancement of the overall project. W&C civil engineers need to develop access roads layouts and costs to include in the Program cost estimate. DPWD hired Barnard and Black & Veatch, who will provide a review of PG&E's transmission line relocation concepts for the Program team. Our team also coordinated with them weekly and has been providing materials for their review.

Road Relocation Coordination

- Diablo Grande was acquired by Angel's Crossing LLC from former owners World International. The team has been coordinating with the new owners on the road alignment options. The team developed a presentation and presented the options to Angel's Crossing LLC. Ongoing coordination with the new owners will be required moving forward.

Outreach

- As the project has evolved, and especially after the Draft EIR was released, the need for a targeted outreach and communications program became a program necessity.
- As a result of COVID-19 and the subsequent shelter-in-place orders, in-person outreach cannot be conducted. The project team is working on ways to continue releasing information to the public

during this time, which included a recorded presentation by the Project Sponsors supported by David Gutierrez.

DWR Coordination

- The team coordinated with DWR on changes to the Northern & Central Delta-Mendota Region Groundwater Sustainability Plan (GSP) and issued an errata sheet to correct the DPCR project description in the GSP.

X.C.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

October 2, 2020

Regulatory Division (SPK-2019-00518)

Attn: Ms. Allison Jacobson
Bureau of Reclamation
2800 Cottage Way
Sacramento, California 95825-1898
ajacobson@usbr.gov

Dear Ms. Jacobson:

We are responding to your July 9, 2020, request for the U.S. Army Corps of Engineers to participate as a cooperating agency under the National Environmental Policy Act for the preparation of an Environmental Impact Statement (EIS) for the Del Puerto Canyon Reservoir project. The approximately 2,118-acre project site is located near Del Puerto Creek, in the foothills west of the city of Patterson, California, and Interstate 5, Latitude 37.476748°, Longitude -121.228444°, Stanislaus County, California.

Our jurisdiction over the proposed action is under the authority of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. In accordance with Title 40 of the Code of Federal Regulations (CFR) Part 1501.6, we agree to participate as a cooperating agency in the preparation of the EIS. Our involvement in the EIS process will be limited to those areas within our statutory authority. We will work with your office to develop a cooperating agency agreement that outlines our role and responsibilities as well as the coordination procedures for preparation of the EIS.

In addition, we acknowledge that Bureau of Reclamation is the lead Federal agency for compliance with Section 7 of the Endangered Species Act (ESA), Section 305(b)(4)(B) of the Magnuson-Stevens Fisheries Conservation and Management Act (MSFCMA) and Section 106 of the National Historic Preservation Act (NHPA). Pursuant to 50 CFR Part 402.07, 50 CFR 600.920(b) and 36 CFR 800.2(a)(2), we designate the Bureau of Reclamation to act on our behalf in any consultations conducted for compliance with ESA, MSFCMA and NHPA. We request that you include us within any consultations conducted for compliance with these laws.

Please refer to identification number SPK-2019-00518 in any correspondence concerning this project. If you have any questions, please contact Ramon Aberasturi by email at Ramon.Aberasturi@usace.army.mil, or telephone at (916) 557-6865. For more information regarding our program, please visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,

Michael S. Jewell
Chief, Regulatory Division

cc:

Ms. Anthea Hansen, Del Puerto Water District, ahansen@delpuertowd.org

Ms. Megan Jameson, ICF, megan.jameson@icf.com

Ms. Robin Cort, Woodward and Curran, rcort@woodardcurran.com

Mr. Chris White, SJRECWA, cwhite@sjrecwa.net

X.C.



MEMORANDUM

TO: Anthea Hansen, General Manager, Del Puerto Water District
FROM: Andy Neal
DATE: October 16, 2020
RE: Del Puerto Canyon Reservoir Progress Update for October 2020 Board Meeting

Ms. Hansen:

Below is a summary of our progress on the Del Puerto Canyon Reservoir project.

Project Goals:

- 1) Design, permit, and construct an 82,000 AF south-of-delta reservoir to provide locally-owned and controlled water storage for agricultural and west-side communities water supply.
- 2) Seek to obtain up to 25% federal cost share through the Water Infrastructure Improvements in the Nation (WIIN) Act. A proportional share of the project benefits are the federal benefits.

Operations Modeling

Work in this period was primarily centered around validating our operations modeling work at the request of USBR to address some of their questions around capacity limits in the DMC and affects of our project on San Luis Reservoir. Our modeling team was bolstered with the addition of Walter Bourez and Wesley Walker of MBK, who have post-processed CalSim to reflect a more accurate depiction of current operations, and then layered our project operations into their model. By engaging a third party, who Reclamation staff are very comfortable with give prior project work together, we're able to show USBR that our prior work was accurate. A series of meetings and additional analyses were conducted to get everyone involved confident that the work derived from our earlier modeling could be independently verified with another tool and therefore relied up for calculating project benefits.

Feasibility Report

This week we are looking to get full agreement with the Regional team that our Feasibility Report contents have been validated and we can move to the Commissioner's office for a debriefing of our project. Once the Commissioner's office has been briefed and any of their questions addressed, it goes to the Secretary for a final determination of feasibility.

Financial Assistance Agreement

This package was submitted to Reclamation on August 31, 2020 and is under review.

Public Outreach

1. The outreach team has developed a "Myths and Facts" document to aid in the understanding of the real project conditions and help address any outstanding misinformation that remains around the project.



2. We continue to make website improvements and are monitoring traffic to the site to correlate any events with heightened website visitors.
3. Held weekly Program team meetings specifically on outreach.

Environmental

Additional information was needed on the Technical Memos that are team developed to support the EIS development, which is being driven by Reclamation. Recall, the Program team was asked to develop additional technical memos related to Air Quality and Climate Change, Energy Use, Biological Resources, and Transportation and Traffic Impacts. We developed clarifying responses around effects on non-listed and non-special status species, quantification of GHG reduction measures, and new generation of energy. Reclamation was satisfied with this input and has not requested any additional input at this point.

A screen check of the EIR remains under final review with DPWD and the SJREWA. The team is finalizing a Statement of Overriding Considerations document which will be attachments to the Final EIR.

Project Financing

The team developed a breakout of anticipated annual costs and provided them to Clean Energy Capital for their use as input to support the financial model that will inform the development of the finance plan.

Engineering/Data Collection

No new engineering work or data collection to report.

New Road Alignment

No new road alignment work to share this month.

Utility Relocation

No new utility relocation work to share this month.

Programmatic

- 1) Weekly client meetings
- 2) Weekly Reclamation meetings
- 3) Weekly internal team meetings
- 4) As-needed schedule updates
- 5) Submitted July invoice and drafted August invoice

X.D.

Anthea Hansen

From: Maureen Martin <mmartin@ccwater.com>
Sent: Friday, October 16, 2020 9:24 AM
To: Jonathan Wunderlich (jonathan.wunderlich@acwd.com); Laura J. Hidas (laura.hidas@acwd.com); Thomas Niesar; Sydney Oam; Devon Becker; Tom Francis (tfrancis@bawsca.org); Danielle McPherson; Miki Tsubota; Ledesma, Bradley; linda.hu@ebmud.com; Hannay, Robert; rortega@gwdwater.org; Ellen Wehr (eweher@gwdwater.org); Kothari, Manisha; 'Matt Moses'; Cordero, Kristina; Lanigan, Senobar; Frances Brewster; Pablo Arroyave; Anthea Hansen; Jose Gutierrez; Ara Azhderian; Rick Gilmore (r.gilmore@bbid.org); Nick Janes; Vincent Gin; Aaron Baker; Erin Baker; Metra Richert; Charlene Sun; Steve Peters; Samantha Greene; Michael Martin; Flores, Amparo; Green, JaVia; Osborn Solitei (osolitei@zone7water.com); Beckie Zisser; J. Scott Petersen; Jerry De La Piedra (GDeLaPiedra@valleywater.org)
Cc: Marguerite Patil
Subject: LVE updates
Attachments: CCWD Partner News Letter LVE - Oct 12 2020 v2.pdf; LVE FY 21-22 WIIN request one-pager -10-8-20 Clean.docx; Spider Diagram - Phase 2 LVE Governance Formation.pdf; Priority List of LVE Agreements.docx

Dear partners,

Attached is the latest newsletter on key LVE activities. Moving forward, we will try to send you an updated newsletter each month. Please feel free to share with your boards or other staff.

Upcoming workshops

As you know, we are working to schedule multiple meetings in the coming weeks to cover the following topics: EBMUD usage fees, updated proforma financial model V.4.0, financial workgroup on financial provisions of JPA agreement, and legal workgroup on JPA agreement. Please let me know if there are additional meetings you would like to schedule in the near future and if there are any key priorities for your agency that are not reflected in the list above. Also, please let us know if any additional people should be included in the workshops and communications.

Federal Funding

At the pre-BAWAC meeting on Monday the 12th, the general managers from the urban agencies discussed scheduling a virtual trip to D.C. to help secure federal funding in fiscal years 2021 and 2022. We will be reaching out to your agencies soon to coordinate dates and agenda. We will likely target a trip for mid-November. The latest federal funding request is attached.

Future Agreements

Looking ahead, we have many agreements to develop and execute. We have received many questions on the future agreements that we have shown in the 'spider-diagrams'. Attached is an updated version of the spider diagram and a preliminary priority list of the future agreements for your consideration. This list is intended to provide an overview and a timeline but is in no way definitive. Although the schedule may change, this reflects the current priorities for agreement development. Please review and let us know if you have questions or additional thoughts on the timeline for the agreements.

We recognize that many of you are meeting with your boards in the coming weeks to discuss the JPA and Amendment No. 2 to the Multiparty Agreement. Please let us know if there is anything we can do to assist. We are happy to review your board materials and share the materials we have prepared for our board.

As always, please do not hesitate to call or email me if you have questions or need anything else.

Sincerely,

Maureen Martin, Ph.D.

Special Projects Manager

P 925-688-8323

C 925-499-3174

W ccwater.com

CONTRA COSTA WATER DISTRICT

P.O. Box H₂O Concord, CA 94524

[Facebook](#) | [Twitter](#)

XD.



OCTOBER 12, 2020

UPCOMING ACTIVITIES

October 20 – Legal Work Group call on JPA Agreement

October 21 – CCWD Board to authorize Cost Share MOU with Reclamation

TBD – Finance Work Group call on JPA Agreement financial terms

TBD – Joint GM and Legal Work Group call on JPA Agreement

TBD – EBMUD usage fee meeting

November 18 – CCWD Board to authorize design consulting services agreement for Transfer-Bethany Pipeline

UPCOMING LAP BOARD COORDINATION

October 14 – Valley Water Storage Committee

October 30 – Valley Water Storage Committee

ADDITIONAL PROJECT INFO

<https://www.ccwater.com/lvstudies>

<https://www.usbr.gov/mp/vaqueros/>

<https://cwc.ca.gov/Water-Storage/WSIP-Project-Review-Portal/All-Projects/Los-Vaqueros-Reservoir-Expansion-Project>

MONTHLY REPORT

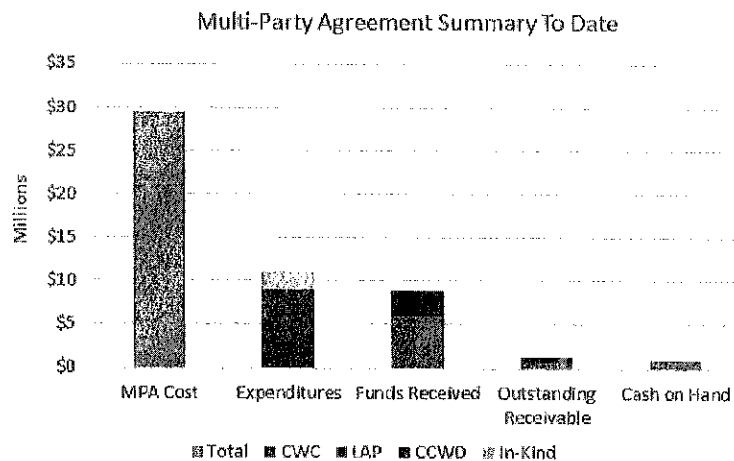
FUNDING

ACWD, CCWD, GWD, SLD MWA, and Zone 7 have executed Amendment No. 2 to the Multi-party Agreement (MPA). BAWSCA will continue to participate in coordination with SFPUC and will no longer be a signatory to the MPA. The remaining LAPs are scheduled to go to their Boards for authorization by mid-November. Assuming a total seven agencies contribute funds, the total cost per agency through December 2021 is expected to be \$868,852.

Based on the completion of the Final Supplement to the Final EIS/EIR, the Final Federal Feasibility Report, and 50 percent dam design, the California Water Commission (CWC) released nearly \$600,000 in total retention that had been withheld to date.

Reclamation is continuing to utilize the \$2.155 million in appropriated FY20 federal funding to support Reclamation staff work on permitting and other pre-construction activities. Reclamation has submitted a recommendation for \$7.845 million in FY21 federal funding. FY21/FY22 federal funding requests are in development.

The following chart provides an overview of the MPA expenditures and in-kind services through August 31, 2020, and for funds received, outstanding receivable, and cash on hand as of October 9, 2020.



FINAL SUPPLEMENT TO THE FINAL EIS/EIR

The CCWD Board certified the EIS/EIR and approved the project on May 13, 2020. The deadline for any potential CEQA challenge closed on September 2, 2020 and no challenges were received.

FINAL FEDERAL FEASIBILITY REPORT

The Final Federal Feasibility Report was published and transmitted by the Secretary of Interior to Congress on August 12th. The transmittal letter provided written notification to Congress of the Secretary's determination and concurrence of feasibility as specified in the Water Infrastructure Improvements for the Nation (WIIN) Act. The Feasibility Report recommends that Reclamation participate in construction funding up to the maximum of 25% (\$223.7 million) as allowed for a state-led storage project under the WIIN Act.

JPA FORMATION

Draft No. 6 of the Los Vaqueros Reservoir Joint Exercise of Powers (JPA) Agreement was released on October 2nd. The Legal Work Group and LAP managers are continuing their review and additional workshops are planned. The target date for JPA formation is December 2020.

CCWD AND EBMUD USAGE FEES

EBMUD released an updated usage fee memo on October 9th and is scheduling a meeting with LAPs to discuss. CCWD presented an update on usage fees on September 25th and is drafting a letter of intent for LAP review. It is anticipated that a small group of LAP General Managers will meet with CCWD GM Steve Welch to discuss remaining issues. The proforma financial model will be updated to reflect the updated usage fees and will be available for partner review by the end of October.

SOUTH BAY AQUEDUCT (SBA) CAPACITY/RELIABILITY

Staff at the District and SFPUC have reviewed the modeling provided by Valley Water regarding capacity in the South Bay Aqueduct. The modeling indicates there is capacity available at times that can be made available for SFPUC and BAWSCA to convey water from LVE. Next steps include revising SFPUC demands and deliveries to be consistent with when capacity is available. District staff and the SBA contractors continue to coordinate with the California Department of Water Resources (DWR). Next meeting with DWR is being scheduled for mid-November.

PERMITTING

Reclamation is completing review of the draft Biological Assessment for terrestrial species. CCWD has completed its review of the draft Incidental Take Permit application and expects to submit it to the California Department of Fish and Wildlife in November. Reclamation has completed Tribal consultation to support its Section 106 process under the National Historic Preservation Act of 1966. CCWD has initiated discussions with the State Water Resources Control Board in preparation for modifications to CCWD's Los Vaqueros (Delta Surplus) water rights as needed for future LVE operations.

DESIGN

Three consultant teams submitted full proposals for the design of the Transfer-Bethany Pipeline. Proposals will be reviewed on October 13th, with award of the consulting contract scheduled for November 18th. A dam design and construction risk workshop was held with senior technical design and construction engineers and the LVE Technical Review Board on October 2nd. The next phase of geotechnical investigations for the dam will begin in late October. Pumping Plant No. 1 Replacement technical development continues. The physical model of the new emergency outlet at the dam has been constructed at Colorado State University and evaluations are underway.



X, D.

Los Vaqueros Reservoir Expansion – WIIN Act Request

BACKGROUND

The Water Infrastructure Improvements for the Nation (WIIN) Act authorizes funding for several California surface storage projects, including the Los Vaqueros Reservoir Expansion Project (LVE). Appropriations for FY2021 are under consideration.

REQUEST

Support appropriations for the Los Vaqueros Reservoir Expansion Project.

A total of \$2.155 million has been appropriated and approved for LVE under the WIIN Act to support Reclamation's ongoing pre-construction activities including development of permits and agreements.

The funding request through calendar year 2022 includes essential and high priority items that are consistent with determinations in the Final Federal Feasibility Report. This funding would advance the project on the current schedule so that it can be implemented in accordance with the WIIN Act deadlines.

The funding request components align well with the scope and funding included in the California Water Commission Early Funding Agreement and the Multi-party Agreement with the Local Agency Partners. These agreements provide the required non-federal cost share.

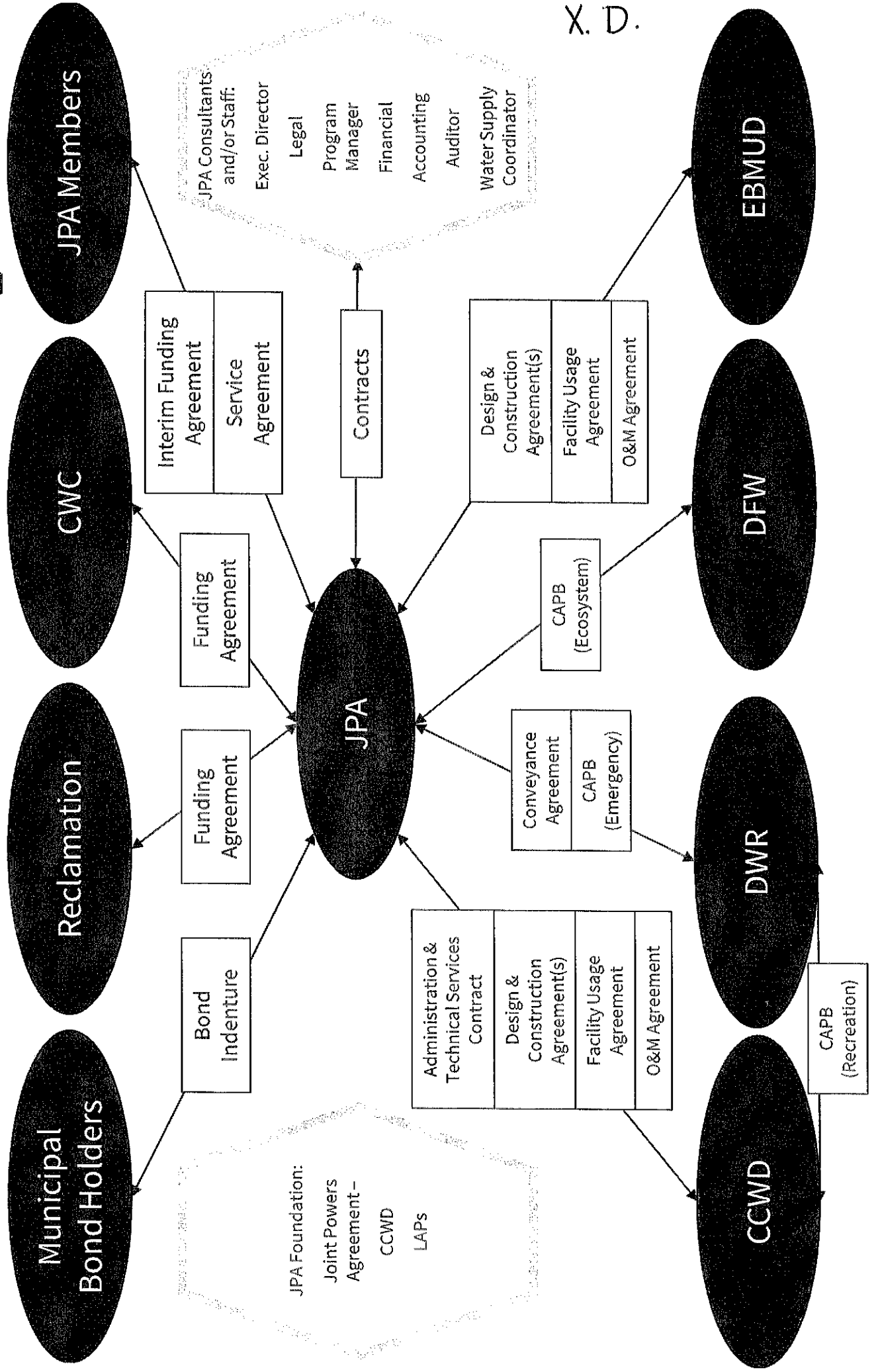
FY2021 Request (\$67 million total):

- \$5 million – Permitting, water rights modifications, operations plan
- \$13 million – Transfer-Bethany Pipeline design services and geotechnical work
- \$49 million – Pumping Plant 1 / Canal Segment 5 final design, construction

FY2022 Request (\$20 million total):

- \$12 million – Transfer-Bethany land acquisition
- \$3 million - Neroly High-lift Pump Station design
- \$3 million – Transfer Facility design
- \$2 million – Los Vaqueros Pipeline and Transfer Pipeline inspections

PHASE 2 LVE – GOVERNANCE FORMATION



Priority List of Key Agreements to Implement Los Vaqueros Reservoir Expansion Project
Date: 10-15-20

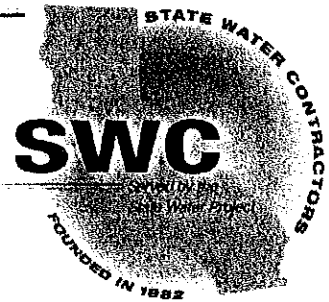
PRIORITY	AGREEMENT	PARTIES	PURPOSE OF AGREEMENT	SCHEDULE
1.	Amendment No. 2 to Multiparty Agreement	ACWD, EBMUD, CCWD, GWD, SCVWD, SFPUC, SLDMWA, Zone 7	Fund CCWD work & services needed to get to final CWC award hearing.	November 2020
2.	Joint Exercise of Powers Agreement	JPA members (ACWD, EBMUD, CCWD, GWD, SCVWD, SFPUC, SLDMWA, Zone 7)	Governing agreement of the Los Vaqueros Joint Powers Authority.	January 2021 – file with the state
3.	Service Agreements	JPA members & JPA	Provide for the terms and conditions under which the JPA will provide Project Services, primarily water storage and conveyance, to the JPA Members	June 2021 – Draft January 2022 - Final
4.	Interim JPA funding agreement & Admin agreement OR Amendment No.3 to Multiparty Agreement	JPA & CCWD	Provide for Administrator and technical services CCWD will provide to the JPA upon formation, including, but not limited to, management of the Early Funding Agreement with the State, permit compliance monitoring, operations modeling and analysis and administrative support for the JPA Board.	October 2021
5.	JPA Contracts for Services	JPA & Consultants	Various service needed by JPA including but not limited to: Executive	TBD (varies)

			Director, Secretary to the Board, Program Manager, Legal Counsel, etc.	
6.	Funding Agreement with Reclamation	JPA & Reclamation	Fund design and construction for early facilities such as Pumping Plant #1.	October 2021
7.	Conveyance Agreement with DWR	JPA & DWR	Allow for conveyance of Non-SWP supplies from the Transfer-Bethany Pipeline through the South Bay and California Aqueduct.	December 2021
8.	Contract for Administration of Public Benefit (Environmental)	JPA & DFW	Long-term contract for provision of environmental benefits funded by CWC.	January 2022
9.	Contract for Administration of Public Benefit (Emergency)	JPA & DWR	Long-term contract for provision of emergency supply benefits funded by CWC.	January 2022
10.	Contract for Administration of Public Benefit (Recreation)	CCWD & DWR	Long-term contract for provision of recreation benefits funded by CWC.	September 2021
11.	Final CWC Funding Agreement	JPA & CWC	\$435 million to fund construction in exchange for public benefits.	February 2022 – Hearing April 2022 – Executed Agreement
12.	Design & Construction Agreements	CCWD & JPA; and EBMUD & JPA	Provide the terms and conditions for the design and construction of the New Facilities and Modified Facilities undertaken by CCWD and EBMUD, respectively, including allocation of costs to the JPA and relationship of JPA Program Manager for	June 2022

			oversight during the design and construction process	
13.	Operations & Maintenance Agreements	CCWD & JPA; and EBMUD & JPA	Provide the terms and conditions for the operations and maintenance of the New Facilities and Modified Facilities CCWD and EBMUD, respectively, will operate, including the fees the JPA will pay for those services	TBD
14.	Facilities Usage Agreements	CCWD & JPA; and EBMUD & JPA	Provide the terms and conditions pertaining to the JPA's use of capacity in CCWD-Provided Facilities and EBMUD-Provided Facilities, respectively	TBD

X. E.

September 28, 2020



Sent via email: carthur@usbr.gov, pablo.arroyave@sldmwa.org

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Kathy Cortner
Mojave Water Agency

Mark Gilkey
Tulare Lake Basin Water
Storage District

Thomas Pate
Solano County Water
Agency

Matthew Stone
Santa Clarita Valley Water
Agency

General Manager
Jennifer Pierre

Subject: CEQA and NEPA Comments on B.F. Sisk Dam Raise and Reservoir Expansion
Project Draft Environmental Impact Report/Supplemental Environmental Impact
Statement

Dear Ms. Arthur and Mr. Arroyave:

The State Water Contractors ("SWC") on behalf of its member agencies¹, and the Metropolitan Water District of Southern California ("Metropolitan") have reviewed the B.F. Sisk Dam Raise and Reservoir Expansion Project Draft Environmental Impact Report/Supplemental Environmental Impact Statement ("Sisk Dam Raise Draft EIR/SEIS") analyzing the potential impact of raising the elevation of B.F. Sisk Dam and enlarging the San Luis Reservoir (herein referred to as "Water Supply Modification Project" or "Project") and submit this comment letter.

Metropolitan is a public agency and regional water wholesaler. It is comprised of 26 member public agencies, serving approximately 19 million people in portions of six counties in Southern California.

The DEIR/SEIS was prepared pursuant to the California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA") by the Bureau of Reclamation (Reclamation) and San Luis & Delta Mendota Water Authority ("SLDMWA") as the respective NEPA and CEQA Lead Agencies. The proposed Project consists of constructing an additional 10-feet of crest height to the B.F. Sisk Dam, San Luis Reservoir beyond the approved 12-foot crest raise actions of the B.F. Sisk Dam Safety of Dams ("SOD") Modification Project ("SOD Modification Project"). The purpose of the proposed Project is to provide operational flexibility and water supply reliability for South-of-Delta Central Valley Project ("CVP") and State Water Project ("SWP"). However, the Department of Water Resources ("DWR") who operates the State Water Project is not serving as the CEQA lead agency for the Project even though the DWR was the lead agency for the initial Environmental Review for the SOD Modification Project.

¹ The State Water Contractors submit this letter on its behalf and on behalf of all its member agencies, except Santa Clara Valley Water District.

As described in detail below, SWC and Metropolitan are concerned about the CEQA and NEPA analysis and conclusions contained in Reclamation and SLDMWA's Sisk Dam Raise Draft EIR/SEIS. While we are generally supportive of additional storage, the potential water supply impacts that this Water Supply Modification Project will have on the SWP are a significant concern.

The Draft EIR/SEIS and associated modeling shows that this Project will have a significant impact on the SWP operations, causing up to a 147,000 acre-feet reduction in annual SWP exports and up to a 148,000 acre-feet reduction in Oroville storage. At the same time, the impacts to SWP are likely not fully disclosed because the Draft EIR/SEIS does not consider the SWP's operations under its California Endangered Species Act (CESA) Incidental Take Permit (ITP) in the modeling conducted for the Project. The SWC and Metropolitan request that Reclamation and SLDMWA fully mitigate any impacts to the SWP so that this Water Supply Modification Project will have no redirected negative impacts, the full extent of which needs to be disclosed and analyzed in the Sisk Dam Raise Draft EIR/SEIS.

I. A Subsequent EIR Hides Impacts

Even though the Notice of Availability identified the Water Supply Modification Project as a subsequent EIR in the text of the notice, the Draft EIR is not titled as a subsequent EIR. SLDMWA's failure to title the Draft EIR/SEIS as a subsequent EIR is misleading. Informed decision making and public participation are fundamental purposes of the CEQA process. (Union of Med. Marijuana Patients, Inc. v. City of San Diego (2019) 7 Cal.5th 1171, 1184; Friends of the Eel River v. North Coast R.R. Auth. (2017) 3 Cal.5th 677, 711.) The title of the Draft EIR/SEIS tells the public that the SLDMWA is analyzing a new project from scratch when in reality, SLDMWA is attempting to utilize CEQA's subsequent review procedures applicable to projects that have already received environmental review. This is confusing, inaccurate, and in violation of CEQA's informational purpose. Furthermore, the Draft EIR/SEIR is devoid of any discussion explaining why a subsequent EIR is appropriate. Here the SOD Modification Project is solely for the purpose of seismic reinforcement and does not create water supply benefits, but the Water Supply Modification Project discussed in this Draft EIR/SEIS is for water supply purposes. These two projects happen to involve the same location (the B. F. Sisk Dam), but they are fundamentally different in their purposes, benefits, and as to most potential impacts.

Based on our review of the Draft EIR/SEIS, it is not clear whether SLDMWA has principal responsibility for carrying out the Project. For example, it is unclear whether SLDMWA has the authority to proceed with dam modifications, to approve actions that will increase water volume in the reservoir, or to undertake contractual modifications (if any) that may be needed to address increased reservoir volumes. It is also unclear whether SLDMWA can use the subsequent EIR procedures given that it was not lead agency for the SOD Modification Project, nor does it appear to be identified as a responsible agency in the SOD Modification Project EIR/EIS.

The Draft EIR/SEIS states that "As a connected action this EIR/SEIS uses the baseline evaluation presented in the B.F. Sisk Dam SOD Modification Project EIS/EIR and considers the incremental impacts of action alternatives presented herein." However, by using this incremental baseline, the actual impacts of the Modification Project are not fully disclosed or analyzed.

II. Draft EIR/SEIS indicates potential for significant impacts to SWP water supply.

The Draft EIR/SEIS and the associated modeling indicate potential significant impacts to SWP. The modeling performed for this Project did not consider the 2020 California Endangered Species Act (CESA) Incidental Take Permit (ITP), and therefore, does not accurately represent existing SWP operations. The ITP limits CVP's use of SWP facilities under certain circumstances. It is important to recognize these

nuances to accurately estimate potential impacts due to the Project. The modeling performed for the Project indicates potential reductions of up to 155,000 acre-feet annual SWP Table A deliveries, up to 50,000 acre-feet of SWP carryover deliveries and up to 137,000 acre-feet of SWP Article 21 deliveries. The modeling also indicates potential impacts to Oroville storage levels. The Project can also potentially cause water quality changes in the Delta resulting in impacts to SWP operations. The Draft EIR/SEIS incorrectly concludes that these impacts are not significant. Neither the project description nor the modeling assumptions included in the Draft EIR/SEIS describe how the expanded storage would be operated in coordination with ongoing SWP and CVP operations, especially under the investor-directed option. Operations of the expanded storage will require revisiting the December 2018 COA amendment between DWR and Reclamation. The Draft EIR/SEIS also does not analyze and disclose potential water supply impacts to SWP during the 8-year construction period. Finally, the Draft EIR/SEIS does not describe how these impacts to SWP will be mitigated.

III. Potential dam safety impacts are not analyzed and disclosed.

The DEIR/SEIS states that the "environmental consequences of the proposed alternatives were analyzed qualitatively" with respect to geology, seismicity, and soils. The impacts of constructing an additional 10-foot raise requires a quantitative, not qualitative, analysis. The effects of raising the crest of the existing B. F. Sisk Dam by 22 feet (12 feet by the SOD Modification Project and 10 feet by the Water Supply Modification Project) on the structural integrity of the dam and appurtenances requires defensive engineering in order to ensure its continuing security under both the gravity load and the design seismic events. The additional embankment and water loads resulting from the additional ten-foot raise in storage could create significant adverse effects on the seismic performance of the B.F. Sisk Dam SOD Modification Project and requires a new seismic analysis.

DWR and USBR have performed over a decade of analyses and exploration to design the final Safety of Dams (SOD) modification for the existing dam configuration. The final SOD modification concept, including but not limited to berms, cutoff trench, drains, is designed to stabilize the embankment for the loads and saturation zones of embankment foundation associated with the current dimensions and the current maximum storage elevations. The additional embankment and water loads resulting from the additional 10-foot raise and expanded storage will potentially require the SOD modification design to be reevaluated. A totally new SOD stability analysis and design may be warranted and there is significant risk of considerable added expense and time delay to the ongoing SOD Modification work. Similarly, the added height of the massive concrete outlet towers and access bridge columns would need to be analyzed for the seismic stability.

IV. Constructability issues are not analyzed and disclosed.

Constructability issues such as availability of local borrow materials for the fill associated with the additional 10-foot dam raise have not been evaluated. Where would this borrow material come from? Do these activities create additional noise, traffic, and air quality impacts? These issues should be analyzed in the Draft EIR/S.

V. Impacts on existing infrastructure are not analyzed and disclosed.

The impacts to existing Gianelli infrastructure, largely pumps and generators, need to be evaluated and disclosed as they would be required to operate under a higher reservoir head under the Water Supply Modification Project. The additional pumping load caused by the reservoir raise could potentially damage the valves and pumps/generators. Furthermore, potential impacts to Gianelli Plant's structural stability because of the expanded embankment should be analyzed, disclosed, and fully mitigated. The Water Supply Modification Project and associated dam raise and expanded storage are expected to increase the operations

and maintenance costs of existing infrastructure for SWP. Additional energy use, greenhouse gas emissions and costs should be analyzed, disclosed, and mitigated.

VI. Impacts to SWP during construction of the Project are not analyzed and disclosed.

Adding the considerable construction time for the Water Supply Modification Project's 10-foot raise will add additional inconvenience and result in negative impacts to the normal SWP operations and recreation access. Adding the additional Sisk Dam raise will potentially cause significant delay in the construction time of the SOD Modification Project. These impacts need to be analyzed, disclosed, and fully mitigated.

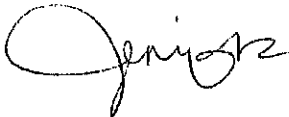
VII. Cumulative impacts of various ongoing planned storage projects by Reclamation should be analyzed and disclosed.

Reclamation and CVP contractors are simultaneously pursuing several expanded storage projects including Shasta Enlargement and Los Vaqueros expansion in addition to B.F. Sisk Dam raise. Each project individually and cumulatively will likely impact SWP operations. The Draft EIR/SEIS should analyze and disclose the fullest extent of the cumulative impacts of all the ongoing projects on the SWP.

It is clear based on the project description and the limited analysis presented in the Draft EIR/SEIS, there is the potential for impacts to the SWP during construction and operation of this Project. Therefore, the project description should include this commitment: "The existence and extent of any SWP water supply reduction or other impacts from the B. F. Sisk Dam Raise and Reservoir Expansion Project ("Project") will be assessed prior to construction, during construction and at the time that any new regulatory requirement or permit issued for the Project affects SWP operations. SLDMWA and USBR, shall avoid, mitigate, or offset, through measures agreed to by DWR and SWC, any SWP water supply reduction resulting from the Project operations or construction impacts. Any restrictions imposed on SLDMWA, USBR, or the CVP through permits or other regulatory approvals issued for the Project operations or construction shall not impact SWP water supply. This mitigation measure does not modify or impair the rights and obligations between USBR and DWR agreed to in other independent agreements."

The SWC and Metropolitan appreciate this opportunity to comment and look forward to working with SLDMWA and Reclamation on this Project. Both the SWC (cchilmakuri@swc.org) and Metropolitan (jsafely@mwddh2o.com) also request that they be added to the notification and distribution lists for all CEQA notices, public meeting notices, and public meeting/hearing notices relating to the Project under CEQA and California's open meeting laws. Should you have any questions, please contact Chandra Chilmakuri at 916-562-2583.

Sincerely,



Jennifer Pierre
General Manager