



# United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Regional Office  
2800 Cottage Way  
Sacramento, CA 95825-1898

IN REPLY REFER TO:

MP-3807  
ADM-13.00

JUL 30 2015

Dawn Cabitac  
California Department of Water Resources  
901 P Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

Subject: Cooperative Agreement R15AC00052 – Delta Habitat Conservation & Conveyance Program–Prepare Final Draft Environmental Impact Report / Environmental Impact Statement

Dear Ms. Cabitac:

Enclosed for your record is a duplicated original copy of the subject Cooperative Agreement.

All payments will be made through Electronic Funds Transfers (EFT). To ensure you receive proper payment via EFT, please check System for Award Management (SAM) at <https://www.sam.gov>.

Furthermore, it is essential that recipient not only maintain an “Active” status in SAM, but also comply with Provision Part I section 9. REPORTING REQUIREMENTS AND DISTRIBUTION, of the Agreement, in order for payments to be made.

If you have any questions, please contact the undersigned at (916) 978-4627 or e-mail [mbryant@usbr.gov](mailto:mbryant@usbr.gov).

Sincerely,



Megan Bryant  
Grants Officer

Enclosure

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
ASSISTANCE AGREEMENT**

1A. AGREEMENT NUMBER <b>R15AC00052</b>		1B. MOD NUMBER		2. TYPE OF AGREEMENT <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT		3. CLASS OF RECIPIENT <b>State Government</b>	
4. ISSUING OFFICE U.S. Department of the Interior Bureau of Reclamation Mid Pacific Region Office 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898  DUNS: 098865801 / EIN: 84-1024566				5. RECIPIENT California Department of Water Resources Attn: Carl Torgersen, Deputy Director State Water Project 1416 9 <sup>th</sup> Street Sacramento, California 95814-5511  EIN #: 52-1692634    County: Sacramento DUNS #: 171214307    Congress. Dist: 06			
6. GRANTS MANAGEMENT SPECIALIST Megan Bryant, MP-3807    Phone: (916) 978-4627 U.S. Department of the Interior    Fax: (916) 978-5175 Bureau of Reclamation Mid Pacific Region Office 2800 Cottage Way, Room E-1815 Sacramento, California 95825-1898 E-mail: mbryant@usbr.gov				7. RECIPIENT PROJECT MANAGER Dawn Cabitac    Phone: (916) 651-2992 California Department of Water Resources    Fax: (916) 651-9563 901 P Street, 4 <sup>th</sup> Floor Sacramento, California 95814-5511 E-mail: dawn.cabitac@water.ca.gov			
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE Michelle Banonis    Phone: (916) 397-4914 U.S. Department of the Interior    Fax: (916) 414-2402 Bureau of Reclamation Mid Pacific Region Office 2800 Cottage Way, Bay Delta Office Sacramento, California 95825-1898 E-mail: mbanonis@usbr.gov				9A. INITIAL AGREEMENT EFFECTIVE DATE:  See Block 17a		9B. MODIFICATION EFFECTIVE DATE:  N/A	
10. COMPLETION DATE  December 31, 2016							
11A. PROGRAM STATUTORY AUTHORITY Public Law 85-624, 16 U.S.C. 661 et seq., as amended, and Section 7(a) Fish and Wildlife Coordination Act, (70 Stat 1122; 16 U.S.C. 742f(a)), as limited and delegated by the Secretary of the Interior delegation of authority to the Bureau of Reclamation at 255 DM 1.1B, Section (b)						11B. CFDA Number  15.517	
12. FUNDING INFORMATION		RECIPIENT/OTHER		RECLAMATION		13. REQUISITION NUMBER <b>20068498</b>	
Total Estimated Amount of Agreement		\$17,941,727.00		\$17,941,727.00		14A. ACCOUNTING AND APPROPRIATION DATA RX.17867914.2000000 RR02800000 14XR0680A1 411C00 \$4,625,000.00	
This Obligation		\$17,941,727.00		\$11,067,250.00		RX.02147914.2000000 RR02800000 15XR0680A1 411C00 \$4,310,250.00	
Previous Obligation		\$0.00		\$0.00		RX.08637914.2000000 RR02800000 15XR0680A1 411C00 \$1,107,000.00	
Total Obligation		\$17,941,727.00		\$11,067,250.00		RX.17867914.2000000 RR02800000 15XR0680A1 411C00 \$866,000.00	
Cost-Share %		50%		50%		RX.17867914.2000000 RR02800000 XXCR0680A1 411C00 \$159,000.00	
						14B. TREASURY ACCOUNT FUNDING SYMBOL  14X0680	
15. PROJECT TITLE <b>Delta Habitat Conservation &amp; Conveyance Program – Prepare Final Draft Environmental Impact Report / Environmental Impact Statement</b>							
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient  BY: <i>Mark E. Andersen FOR C.T.</i> DATE: <i>7/29/15</i>				17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation  BY: <i>[Signature]</i> DATE: <i>JUL 30 2015</i>			
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER <b>MARK E. ANDERSEN ASSISTANT SUP DEPUTY DIRECTOR 916 653 8517</b> <input type="checkbox"/> Additional signatures are attached				17b. NAME OF GRANTS OFFICER  <b>Megan Bryant</b>			

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**Cooperative Agreement  
Between  
Bureau of Reclamation  
And  
California Department of Water Resources  
For  
Delta Habitat Conservation & Conveyance Program – Prepare Final Draft Environmental  
Impact Report / Environmental Impact Statement**

**I. OVERVIEW AND SCHEDULE**

**1. AUTHORITY**

This Cooperative Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as “Reclamation,” and California Department of Water Resources, hereinafter referred to as the “Recipient” or “Grantee,” pursuant to *Public Law 85-624, 16 U.S.C. 661 et seq., as amended, and Section 7(a) Fish and Wildlife Coordination Act (FWCA), (70 Stat 1122; 16 U.S.C. 742f(a)), as limited and delegated by the Secretary of the Interior delegation of authority to the Bureau of Reclamation at 255 DM 1.1B, Section (b)*. The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

*Section 6 F. (2) Fish and Wildlife:*

*The regional directors and the Director, Management Services Office, are delegated the authority pursuant to the Fish and Wildlife Coordination Act (16 USC 661-666c); Section 5 of the Endangered Species Act of 1973 (16 USC 1534); and Section 7(a) of the Fish and Wildlife Act of 1956[16 USC 742f(a)] to take the following actions, either directly or by providing financial assistance to non-Federal parties (255 DM 1.1.B.). Authority to award financial assistance agreements for projects associated with off-site locations [Paragraph 6.F.(2)(b)] is limited to the regional directors and Director, Management Services Office. The authority of the regional directors and Director, Management Services Office to award financial assistance agreements for all other projects authorized by this delegation can only be re-delegated to designated grants officers.*

*(b) plan, design, construct, and monitor, including acquire lands or interest therein as needed, instream habitat improvements, including but not limited to fish passage screening facilities at off-site locations (as negotiated on privately owned lands and facilities not associated with a Reclamation project*

## **2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION**

As a benefit to the public, this project contributes to the development and implementation of measures to conserve endangered and special-status species and rehabilitate habitat that has degraded due to changes in the natural Delta, which were caused in part by Central Valley Project (CVP) operations. Implementation of the proposed Habitat Conservation Plan and California Natural Community Conservation Plan alternatives within the Final Bay Delta Conservation Plan (BDCP) Environmental Impact Statement/Environmental Impact Report (EIR/EIS) document will lead to the conservation and rehabilitation of habitat to improve fish and wildlife populations and ultimately to a healthier Delta ecosystem. Further, the non-HCP/NCCP alternatives will include measures to offset impacts to fish and wildlife and to restore impacted habitat in the Delta that will also benefit the Delta ecosystem.

## **3. BACKGROUND AND OBJECTIVES**

DWR and Reclamation are the lead state and federal agencies in the final preparation of the BDCP EIR/EIS and the subsequent Recirculated Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement (RDEIR/SDEIS), which fulfills the requirements of both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The Draft BDCP EIR/EIS was circulated for a 228-day public review period, from December 13, 2013 to July 29, 2014. The document received thousands of comments from the public, local agencies, state agencies, federal agencies, and non-governmental organizations.

Based on the comments received, the lead state and federal agencies determined that portions of the Draft BDCP EIR/EIS should be recirculated to include new or revised information and provide the public another opportunity for review. Further, because of comments received on the Draft BDCP EIR/EIS, the alignment for the new dual water conveyance system has been revised which also warrants additional document changes and additional public review, as provided for in CEQA and NEPA.

The alternatives that will be proposed and analyzed in the RDEIR/SDEIS include those focused on the development of a Habitat Conservation Plan (HCP) and California Natural Community Conservation Plan (NCCP), and those not focused on the HCP/NCCP which includes the construction and operation of new water conveyance facilities as well as 22 conservation measures that include up to 30,000 acres of in-Delta habitat restoration sufficient to offset the impacts of the water conveyance facilities. There are also several alternatives being proposed that are not HCP or NCCP alternatives and will include construction and operation of the new water conveyance facilities, with habitat restoration sufficient to offset the impacts of the water conveyance facilities.

Both the HCP/NCCP and the non-HCP/NCCP alternatives include the development of a new water conveyance facility that will include new intakes on the Sacramento River that convey water through tunnels southward approximately 30 miles to Clifton Court Forebay. These new intakes are anticipated to reduce the risks of water pumping restrictions at existing south of Delta (SOD) facilities (the Jones and Banks pumping plants). Existing pumping at SOD facilities has

been curtailed in recent years partly as a result of the risk of entrainment of endangered fish species, specifically Delta smelt. Further, water quality requirements imposed by the State Water Resource Control Board also limit SOD pumping in order to achieve specific salinity requirements. Thus, the placement of new intake facilities in the north Delta would allow further operational flexibility of the Central Valley Project (CVP) and State Water Project (SWP), creating the ability of the projects to take water in the north Delta, and improving overall ecological conditions in the south Delta for endangered species by reducing exports at the Jones and Banks pumping plants, creating more natural flow patterns, and improving water quality conditions SOD that are conducive to the survival of aquatic life. Therefore, the analysis provided through the National Environmental Policy Act (NEPA) planning process of the operation of the new north Delta facilities will be for actions to improve instream habitat the south Delta.

The intakes at the new north Delta location will also include state-of-the-art fish screens. The new facilities will be owned in fee by the State and Reclamation will wheel water in the new facilities. Planning-level environmental review of the fish screens at the non-Federal water diversion shall be included as part of the alternatives analyzed in the RDEIR/SDEIS.

The objective of the project is to prepare and complete the RDEIR/SDEIS document which includes studies, project management, analyses, as well as public outreach in conjunction with the preparation and release of the Final EIR/EIS document.

In order to determine if the habitat improvement and other benefits described in the resource sections of the RDEIR/SDEIS can be realized, funding the completion of the final EIS/EIR is necessary as each task and resource area determination is integral to a comprehensive understanding of the project, its benefits, and impacts.

#### **4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY**

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

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is \$17,941,727.00 of which the initial amount of federal funds available is limited to \$11,067,250.00 as indicated by "this obligation" within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

## 5. SCOPE OF WORK AND MILESTONES

This project will be conducted under the direction of the Recipient Program Manager, Dawn Cabitac. The work will focus on achieving seven principal objectives.

### **Objective 5.1: Preparation of the BDCP RDEIR/SDEIS**

- Identify issues that need to be included in the recirculated document.
- Develop conceptual design and engineering information to aid in analysis of impacts to resource areas from construction and operation of the proposed activity.
- Develop an appropriate range and scope of alternatives to allow for Reclamation leadership to support a preferred alternative and make required findings under NEPA.
- Analytical review of resource areas including those related to utilities, fisheries, terrestrial species, geology, soils, wetlands, water quality, air quality, hydrology, and other resource areas required for CEQA/NEPA.
- Assessment of cumulative impacts of the proposed project along with other projects.
- Updates to hydrologic modeling and related analyses in order to determine the effects of the action.
- Formulation of, or updates to, impact determinations for public disclosure in the RDEIR/SDEIS.
- Coordination with stakeholders, such as utilities, whose facilities may be impacted by the proposed project.

### **Objective 5.2: Publication of the RDEIR/SDEIS**

- Document editing, formatting, and publishing of the RDEIR/SDEIS.
- Produce hardcopy and electronic versions of the RDEIR/SDEIS.
- Publication of notices in media related to the availability of the document(s) and where to comment.
- Placement of the RDEIR/SDEIS on publicly-available web sites and providing information to the public in the form of e-mail blasts informing them of the document's availability.

### **Objective 5.3: Public input on the RDEIR/SDEIS and Final EIR/EIS**

- Arrange informational public meetings throughout the state, including securing locations, required staff, and necessary materials.
- Preparation of presentations, fact sheets, and poster boards on the RDEIR/SDEIS and Final EIR/EIS.
- Preparation for and participation in press briefings.
- Develop summaries of RDEIR/SDEIS contents.
- Update the project website with information about the RDEIR/SDEIS and Final EIR/EIS.
- Monitor the hard copy and electronic mail formats to ensure all comments are collected and logged as they are received.

**Objective 5.4: Review and respond to public comments on the RDEIR/SDEIS**

- Manage the responses to the comment process including sorting mail, coding letters and comments, distributing/receiving responses from authors, and revising responses based on Lead Agency review.
- Prepare the responses to comments received on the RDEIR/SDEIS, including any additional environmental analyses that may be needed to provide additional technical support in the preparation of the responses.
- Develop a response to comment document.

**Objective 5.5: Prepare an Administrative Final EIR/EIS**

- Incorporate key revisions into the Administrative Final EIR/EIS.
- Incorporate the response to comment document into the Administrative Final EIR/EIS.
- Distribute the Administrative Final EIR/EIS to DWR and Reclamation for review and comment.
- Inclusion of comments from Reclamation and/or their Cooperating Agencies, at the discretion of Reclamation.
- Ensure compliance with applicable environmental laws and regulations.

**Objective 5.6: Publication of Final EIR/EIS**

- Prepare responses to comments received on the RDEIR/SDEIS.
- Prepare the Mitigation Monitoring and Reporting Program and any required environmental commitments.
- Conduct studies in support of the Final EIR/EIS findings.
- Prepare a Notice of Determination and Draft Finding of Facts.
- Provide technical assistance with development of the Record of Decision and any needed supporting materials.
- Assist with the development of the Administrative Record.

**Objective 5.7: Stakeholder coordination and meetings**

- Coordinate and attend meetings with stakeholders to increase public awareness and provide information about the BDCP EIR/EIS.

**Deliverables:**

- Publication of Administrative Draft and Public Final RDEIR/SDEIS
- Publication of an Administrative Draft and Public Final EIR/EIS
- Compilation of an Administrative Record
- Publication and preparation of supporting technical documentation.

<b><u>Milestone / Task / Activity</u></b>	<b><u>Planned Start Date</u></b>	<b><u>Planned Completion Date</u></b>
Prepare RDEIR/SDEIS	October 2014	June 2015
Review RDEIR/SDEIS by State and Federal agencies	April 2015	June 2015
Public draft RDEIR/SDEIS	June 2015	July 2015
Public draft comment period	June 2015	August 2015

<b><u>Milestone / Task / Activity</u></b>	<b><u>Planned Start Date</u></b>	<b><u>Planned Completion Date</u></b>
Prepare Responses to Comment document	August 2015	November 2015
Review Administrative Final EIR/EIS by State and Federal agencies	October 2015	November 2015
Complete Administrative Final EIR/EIS	November 2015	November 2015
Publication of Final BDCP EIR/EIS	November 2015	December 2015
Assist in preparation of Record of Decision	December 2015	January 2016
Stakeholder meetings, permit finalization, project closeout	October 2014	December 2016

## **6. RESPONSIBILITY OF THE PARTIES**

### **6.1 Recipient Responsibilities**

**6.1.1** The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

**6.1.2** Recipient will clearly document for each component of the SOW, habitat conservation, impacts to fish and wildlife and its habitat and any corresponding habitat restoration or improvement that are included as part of any alternative and the analysis of impacts of the alternative, including any studies and/or modeling that supports each such component. The Recipient will also include in all non-HCP/NCCP alternatives any habitat restoration sufficient to offset any impacts to the habitat so affected that may occur as a result of the construction of the new water conveyance facilities.

**6.1.3** Prior to submitting a payment request in ASAP, the Recipient shall provide documentation summarizing the total request for reimbursement by approved budget line items.

### **6.2 Reclamation Responsibilities**

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

**6.2.2** Substantial involvement on the part Reclamation is anticipated for the successful completion of the objectives to be funded by this award. In particular, Reclamation will be responsible for the following:

- Provide technical and policy review of all EIR/EIS documents produced in association with this proposal.
- Provide direction to DWR on items specifically related to federal NEPA requirements and other regulations that have a bearing on the outcomes, impact determinations, and decisions that will need to be made by Reclamation.

## 7. BUDGET

**7.1 Budget Estimate.** The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

BUDGET ITEM DESCRIPTION	COMPUTATION		RECIPIENT FUNDING	RECLAMATION FUNDING	TOTAL COST
	Price/Unit	Quantity			
<b>SALARIES AND WAGES</b>					
DWR Staff	Varies	Varies	\$3,030,880.55	\$2,605,371.45	\$5,636,252.00
<b>FRINGE BENEFITS</b>					
DWR Staff	Varies	Varies	\$1,202,694.95	\$941,899.05	\$2,144,594.00
<b>CONSULTING / CONTRACTUAL</b>					
ICF Consultants	Varies	Varies	\$6,103,232.00	\$6,103,232.00	\$12,206,464.00
Hallmark Group Consultants	Varies	Varies	\$2,705,008.00	\$2,705,008.00	\$5,410,016.00
WGI Consultants	Varies	Varies	\$894,416.00	\$894,416.00	\$1,788,832.00
AECOM Consultants (Task 1)	Varies	Varies	\$0.00	\$93,396.00	\$93,396.00
ICF Consultants (Task 2)	Varies	Varies	\$0.00	\$1,142,909.00	\$1,142,909.00
USACE Agreement	Varies	Varies	\$200,000.00	\$0.00	\$200,000.00
WAPA Agreement	Varies	Varies	\$350,000.00	\$0.00	\$350,000.00
SMUD Agreement	Varies	Varies	\$200,000.00	\$200,000.00	\$400,000.00
PG&E Agreement	Varies	Varies	\$255,000.00	\$255,000.00	\$510,000.00
MWH Consultant	Varies	Varies	\$126,007.00	\$126,007.00	\$252,014.00
<b>TOTAL DIRECT COSTS</b>			<b>\$15,067,238.50</b>	<b>\$15,067,238.50</b>	<b>\$30,134,477.00</b>
<b>INDIRECT COSTS</b>					
DWR Cost Allocation Plan-102% average	Varies	Varies	\$2,874,488.50	\$2,874,488.50	\$5,748,977.00
<b>TOTAL ESTIMATED PROJECT COST</b>			<b>\$17,941,727.00</b>	<b>\$17,941,727.00</b>	<b>\$35,883,454.00</b>

FUNDING SOURCES	% TOTAL PROJECT COST	TOTAL COST BY SOURCE
RECIPIENT FUNDING	50%	\$17,941,727.00
OTHER NON-FEDERAL FUNDING	0%	\$
RECLAMATION FUNDING	50%	\$17,941,727.00
OTHER FEDERAL FUNDING	0%	\$
<b>TOTALS</b>	<b>100%</b>	<b>\$35,883,454.00</b>

## 7.2 Cost Sharing Requirement

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the Grants Officer prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

## 7.3 Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after October 1, 2014, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

## 7.4 Allowable Costs (2 CFR Subpart E §200.400 through §200.475)

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

2 CFR Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

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

## **7.5 Revision of Budget and Program Plans (2 CFR §200.308)**

In accordance with 2 CFR §200.308(c)-(e) the recipient must request prior written approval for any of the following changes:

- a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- b) Change in key personnel specified in section 8 “Key Personnel” of this agreement.
- c) Changes in the approved cost-sharing or matching outlined within this agreement in section 7.2 “Cost Share requirements”
- d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 “Pre-Award Incurrence of Costs” of this agreement.
- e) Extensions to the Completion Date outlined in block 10 of the coversheet (form 7-2279) of this agreement.
- f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

## **7.6 Modifications**

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR §200.338.

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

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

## **8. KEY PERSONNEL**

### **8.1 Recipient’s Key Personnel**

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

Dawn Cabitac  
California Department of Water Resources  
901 P Street, 4<sup>th</sup> Floor  
Sacramento, California 95814-5511  
Phone: (916) 651-2992 / Fax: (916) 651-9563  
E-mail: dawn.cabitac@water.ca.gov

Additional key personnel for this Agreement are identified as follows:

Nicole Darby  
California Department of Water Resources  
901 P Street, 4<sup>th</sup> Floor  
Sacramento, California 95814-5511  
Phone: (916) 651-2981 / Fax: (916) 651-9563  
E-mail: nicole.darby@water.ca.gov

## **8.2 Reclamation's Key Personnel**

### **8.2.1 Grants Officer (GO):**

Bureau of Reclamation  
Attn: Megan Bryant, MP-3807  
2800 Cottage Way, Suite E-1815  
Sacramento, California 95825  
Phone: (916) 978-4627 / Fax: (916) 978-5175  
E-mail: mbryant@usbr.gov

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

- (1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (2) Approve through formal modification changes in the scope of work and/or budget;
- (3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;
- (4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;

- (6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

### **8.2.2 Grants Officer Technical Representative (GOTR):**

Bureau of Reclamation  
Attn: Michelle Banonis  
2800 Cottage Way, Bay Delta Office  
Sacramento, California 95825  
Phone: (916) 397-4914 / Fax: (916) 414-2402  
E-mail: mbanonis@usbr.gov

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

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

Bureau of Reclamation  
Attn: Megan Bryant, MP-3807  
2800 Cottage Way, Suite E-1815  
Sacramento, California 95825  
Phone: (916) 978-4627 / Fax: (916) 978-5175  
E-mail: mbryant@usbr.gov

## **9. REPORTING REQUIREMENTS AND DISTRIBUTION**

**9.1 Noncompliance.** Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR §200.338.

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

### **9.3 Monitoring and reporting program performance (2 CFR §200.328)**

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance

end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

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

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

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

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

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR §200.328(b)(2) above.

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

Required Reports	Interim Reports	Final Report
<b>Performance Report</b>		
Format	No specific format required. See content requirements within Section 9.3 (2 CFR §200.328) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR §200.328) above.
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	<b>For Semi-Annual Reporting:</b> October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	<b>For Quarterly &amp; Semi-Annual Reporting:</b> Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending September 30, 2015	N/A
Submit to:	Grants Management Specialist / GOTR	Grants Management Specialist
<b>Federal Financial Report</b>		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	<b>For Semi-Annual Reporting:</b> October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	<b>For Quarterly &amp; Semi-Annual Reporting:</b> Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending September 30, 2015	N/A
Submit to:	Grants Management Specialist / GOTR	Grants Management Specialist

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

## 10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and

paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

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

#### **11. AGENCY REVIEW OF PAYMENTS WITHIN AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM**

Payment requests by the recipient through the ASAP system will require review and approval of the payment request by a Reclamation Grants Officer prior to disbursement.

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

### **1. REGULATIONS**

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

### **2. PAYMENT**

#### **2.1 Payment. (2 CFR §200.305 )**

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

(i) The non-Federal entity receives less than \$120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interested earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns\*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(\* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency

Name (abbreviated when possible) and ALC Agency POC: Michelle Haney, (301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check\*\* payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(\*\* Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

## **2.2 Payment Method**

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

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

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency". If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

## **3. PROCUREMENT STANDARDS (2 CFR§200.317 through §200.326)**

### **§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

### **§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

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

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

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

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources

to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

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

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

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

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

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

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

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

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

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

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

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

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR

part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

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

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

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

**§200.324 Federal awarding agency or pass-through entity review.**

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

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

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

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

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

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### **4. EQUIPMENT (2 CFR §200.313)**

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

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

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

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

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

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

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

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

## **5. SUPPLIES (2 CFR §200.314)**

See also §200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See §200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

## **6. INSPECTION**

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

## **7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501)**

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate

officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

## **8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338)**

### **§200.338 Remedies for noncompliance.**

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

## **9. TERMINATION (2 CFR §200.339)**

- (a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

- (2) By the Federal awarding agency or pass-through entity for cause;

- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

## **10. DEBARMENT AND SUSPENSION (2 CFR §1400)**

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

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

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

### **12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE**

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

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

### **13. COVENANT AGAINST CONTINGENT FEES**

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

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

Trafficking in persons.

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

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

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

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

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

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

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

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

(A) Associated with performance under this award; or

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

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

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

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

(i) Associated with performance under this award; or

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

(c) *Provisions applicable to any recipient.*

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

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

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

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

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

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

(1) “Employee” means either:

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

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

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

(3) “Private entity”:

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

(ii) Includes:

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

(B) A for-profit organization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **A. Requirement for Central Contractor Registration (CCR)**

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

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

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

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

*C. Definitions*

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a state, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. II.210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

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

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

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

### **I. Reporting Subawards and Executive Compensation.**

#### **a. Reporting of first-tier subawards.**

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

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

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

#### **b. Reporting Total Compensation of Recipient Executives.**

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

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
  - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial

assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

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

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

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

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

c. *Reporting of Total Compensation of Subrecipient Executives.*

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

i. in the subrecipient's preceding fiscal year, the subrecipient received—  
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

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

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

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you

must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

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

- i. Subawards,  
and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

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

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

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

3. *Subaward*:

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

4. *Subrecipient* means an entity that:

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

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

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

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

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

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

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

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

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

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

Attachment Number	Title	No. of Pages
#1	DWR Final EIR/EIS Scope of Work Proposal for BOR Agreement #R15AC00052	26

# DWR PLANNING ENGINEERING SCOPE

Through RoD/NoD, Finalized Permitting and Closeout. These are costs that are related to the Engineering necessary to get through the Planning Phase. Note: **NO PRELIMINARY ENGINEERING INCLUDED**

## DWR OVERVIEW

### MANAGE PROGRAM

- Implement Delta Habitat Conservation and Conveyance Program (DHCCP) - work cooperatively w/other agencies
- Prepare Program Management Plan
- Establish guiding principles and strategies for program deliveries
- Prepare organizational structure
- Define team responsibilities
- Prepare Strategic Implementation Plan
- Define schedule and cost goals
- Identify critical challenges
- Define management responsibility
- Establish a document management system
- Develop management procedures and processes for communication, administration, planning, cost, and schedule
- Prepare reporting procedures
- Set up program control system
- Coordinate/participate in meetings
- Meet with groups and teams involved with Bay Delta Conservation Plan (BDCP) and DHCCP
- Brief executive management and stakeholders on status, direction, schedule, budgets, costs, etc.
- Prepare safety program and plans
- Prepare and review reports, correspondence, and other documents, and provide comments, findings, and recommendations
- Monitor other DHCCP contractors
- Prepare Program Directives Plan
- Prepare Engineering Quality Control Plan

## OVERSIGHT

Provide oversight of Program Management Team

## CONCEPTUAL ENGINEERING

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### INTAKES PLANNING

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Review possible intake locations

Prepare conceptual level cost estimates

Perform hydraulics computations for possible conveyance configurations

Develop project description

Assist environmental team by providing information for impact analyses

Prepare a preliminary construction schedule

Provide conceptual drawings

### PLANNING FOR PUMPING PLANTS

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Research optimum pumping plant configurations including number and size of pumps

Prepare conceptual level cost estimates

Perform hydraulics computations for possible conveyance configurations

Develop conceptual facility layouts

Develop project description

Assist environmental team by providing information for impact analyses

Prepare a preliminary construction schedule

Provide conceptual drawings

### PLANNING FOR TUNNELS

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Review possible tunnel alignments

Prepare conceptual level cost estimates

Perform hydraulics computations for possible tunnel sizes and configurations

Develop project description

Assist environmental team by providing information for impact analyses

Prepare a preliminary construction schedule

Provide conceptual drawings

### PLANNING FOR FOREBAYS

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- Review possible forebay locations
- Prepare conceptual level cost estimates
- Perform hydraulics computations for possible conveyance configurations
- Develop project description
- Assist environmental team by providing information for impact analyses
- Prepare a preliminary construction schedule
- Provide conceptual drawings

#### PLANNING FOR UTILITIES AND POWER

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- Determine power sources
- Meet with utility companies to determine capacity of existing facilities, required infrastructure improvements, and cost for improvements
- Coordinate System Impact Studies with utility companies

#### CONCEPTUAL PLANNING ENGINEERING REPORTS

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- Establish criteria and standards for engineering evaluation of alternatives
- Coordinate and develop alternative descriptions
- Develop conceptual level design of alternatives
- Perform engineering and cost analyses of alternatives
- Prepare conceptual engineering report
- Coordinate alternatives analysis activities with others including environmental staff

#### CONCEPTUAL PLANNING ENGINEERING STUDIES AND ANALYSIS - HABITAT CONSERVATION MEASURES, MITIGATION, AND RECOVERY EFFORTS

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- Preview restoration alternatives (short and long term) as provided by BDCP
- Complete hydrodynamic modeling for alternatives
- Determine benefits/impacts to current system including flood control (water surface elevation) and tidal changes
- Develop design, quantities, and costs associated with alternatives
- Other studies to support BDCP efforts

# ICF Public Outreach Scope

For the period beginning **October 1 2014** and ending **December 31, 2016**, ICF will provide statewide public outreach services for the Delta Habitat Conservation Program (DHCCP) and Bay Delta Conservation Plan (BDCP). The work is associated with the release of the final draft BDCP and associated Environmental Impact Report/Environmental Impact Study.

## Statewide Public Outreach and Implementation

The public outreach team will continue to implement a Statewide Public Outreach Program to support public education on the draft BDCP, EIR/EIS and the Recirculated draft EIR/EIS. The regional liaisons will engage elected officials, stakeholders and groups throughout Northern California, San Francisco Bay Area, Santa Clara valley, Central Valley and southern California. The regional liaisons will also engage with disadvantaged communities, minority groups, and environmental justice groups. The Public Outreach Team will develop documents and plans to support statewide messaging, events, roll-outs, announcement, project milestones, and other activities that have statewide focus. The Public Outreach Team will serve as a representative for BDCP in local and state venues to either present information, attend panels and public discussions.

## Statewide Public Outreach Collateral Materials

The goal of the Public Outreach Team is to develop clear, concise, accurate and timely educational materials to support the Statewide Public Outreach Program and develop materials for use leading up to and at the statewide public hearings for the draft BDCP and EIR/EIS. Develop a set of informational materials to be used in public venues that complement the information included in the draft BDCP and EIR/EIS and the recirculation draft. The materials will take the complex information included in the document and convey them into formats that are both accurate but easily-understandable for the layperson. The materials can be used statewide, in BDCP regions and at public hearings. The materials include the following:

- Fact sheets, Poster Boards, Briefing Packets, White Papers
- Power Point Presentations
  - Brochures including Highlights of the BDCP and EIR/EIS
  - Electronic newsletters
  - E-blasts, Blog content, social media content and distribution
  - Video Clips and Web episodes, interactive maps
  - Links to Websites
  - New Website for Alt 4 only

## Media Relations

Prepare and implement a statewide media plan which engages and proactively responds to national, state, regional and local coverage of the project. The project team will work with DWR and federal agencies to identify and pitch stories to key print and electronic publications. The team will work with Spanish-language and Asian language media to secure placement of BDCP speakers on news stations, talk shows and other forms of media to insure information reaches a broad cross-section of interested parties. The team will coordinate closely with various departments in State and federal agencies to help ensure accuracy and consistency in all media relations and outreach efforts. They will write speaking points, comments, prepare basic facts and figures to provide to interested media. Write articles for industry related magazine, newsletters, blogs, etc. Provide photos, video footage, and other background information to interested media.

## Regulatory Outreach Compliance Coordination

ICF will oversee compliance with California Environmental Quality Act/National Environmental Policy Act and California Endangered Species Act requirements for public outreach during the public review and comment period of the draft BDCP, EIR/EIS and the Recirculated draft EIR/EIS. The team will create an outreach

compliance communication plan. The public outreach team will work closely with DWR, State and federal agencies and technical consultants to plan the required public involvement activities under NEPA, CEQA, ESA and CESA that will be implemented during the public review of the draft EIR/EIS and the recirculated draft EIR/EIS.

### **Prepare Informational Materials**

The Consultant team will prepare informational materials for the final documents.

### *How to Comment Fact Sheet*

The How to Comment fact sheet will include information on the final documents' public review period including the comment period deadline, where to access the documents, where to send comments, and the type of comments the agencies are seeking.

### **Conduct Final Document Noticing**

The Consultant team will manage the legal noticing requirements for the final documents, including printing of documents and DVDs; preparation and printing of postcards; distributing documents to stakeholders; preparing and running legal advertisements in statewide newspapers; posting materials on the project website.

### **Printing**

Print hard copies of the final documents and informational materials. The scope of work estimates 15 copies of the Final BDCP and Final EIR/EIS will be printed for agencies and for repositories at DWR and NOAA.

Produce DVDs containing electronic files of the final documents for distribution to the public. The scope of work estimates 2,500 DVDs will be produced.

### *Notification to Agencies, Stakeholders and the General Public*

- Update the project mailing list for accuracy and to add new stakeholders to the mailing list.
- Prepare and print letters, postcards, and informational materials to distribute to stakeholders on the project mailing list, including agencies, residents in the Project Area, and other stakeholders.
- Mail DVDs of the final documents to stakeholders. The scope of work estimates 2,500 DVDs will be mailed to stakeholders, all persons or organizations who commented on the Draft and Recirculated Draft BDCP and/or Draft EIR/EIS, and anyone who requests a copy of the DVD.
- Prepare legal notices to run in newspapers of general circulation throughout the state that contains information regarding the final documents and public review period, and meets CEQA/NEPA requirements for public notification.
- Update the project website with information about the final documents and post all documents online.
- Respond to information requests from the public and other stakeholders for DVDs, where to find information in the DVD.

# ICF-EIR/EIS – SCOPE OF WORK

THROUGH ROD/NOD

## BACKGROUND

As of August 2014 the Department of Water Resources (DWR) and Federal Lead Agencies have decided to prepare a partially recirculated Draft EIR/supplemental EIS (Recirculated Draft EIR/EIS) for the Bay Delta Conservation Plan (BDCP). The scope of work listed below is being performed by ICF a sub consultant on the HDR contract. The work includes the recirculated document, completion of the Final EIR/EIS through preparation of a record of decision(s).

## SCOPE OF WORK

### GROUP 1: PREPARE RECIRCULATED DRAFT EIR/EIS

The Consultant Team will prepare a Recirculated Draft EIR/EIS that consists of revised portions of the Draft EIR/EIS and/or additional sections with analyses, discussion, or information added by the Lead Agencies.

#### TASK 1.1 AIR QUALITY ASSUMPTIONS AND RELATED ANALYSES

The Consultant Team will revise the air quality and greenhouse gas (GHG) analysis (Chapter 22 and Appendices 22A and 22B), health risk assessment (Chapter 22 and Appendix 22C), traffic impact analysis (Chapter 19 and Appendix 19A), and road noise analysis (Chapter 23) for construction and operation of Conservation Measure (CM) 1. The proposed revisions update previous technical assumptions that now require modification in light of further engineering review and public comment. The analysis will be updated based on assumptions developed through a revised cost estimate which includes truck trips required for offsite material and equipment transport, information regarding which construction activities incorporate multiple crews, and information specific to subcontractor activities. The analysis will also be revised to reflect updated assumptions regarding the number of working days per month, the location for batching the concrete for tunnel segments, maximum daily area of land disturbance, an updated list of environmental commitments, and additional information on equipment and trucks required for O&M activities.

The Consultant Team will perform updated air quality, health risk, traffic, and noise analyses for Alternative 4 and the BDCP alternatives to ensure the impact analyses are based on the best available information. The following

approach is proposed to update the air quality analysis. The underlying air quality assumptions and emissions results would be incorporated into revised health risk, traffic, and noise analyses.

**Alternative 4 (MPTO Alignment):** The Consultant Team will reanalyze construction emissions using the updated project design (see Task 1.12 below), the 2014 cost estimate, and a revised construction schedule developed by the project engineering team. The Consultant Team will coordinate with the engineering team to verify the data and assumptions contained in the 2014 cost estimate are complete and include such updated items as offsite truck trips, accurate crew data, and subcontractor activities. The Consultant Team will also incorporate revised land disturbance and project commitment assumptions into the emissions quantification. Finally, the Consultant Team will update the O&M analysis based on new assumptions from DWR. The health risk, traffic, and noise analyses will also be updated based on this information, where necessary.

**Other Alternatives (PTO, East, West, and SCO Alignments):** The Consultant Team will revise the analyses for other alternatives by scaling the MPTO assumptions to each of the BDCP alternatives in coordination with the engineering team. The Consultant Team will incorporate revised land disturbance and project commitment assumptions into the emissions quantification and will update the O&M analysis based on new assumptions from DWR. The health risk, traffic, and noise analyses will also be updated based on this information, where necessary.

## TASK 1.2 WATER QUALITY

The Consultant Team will address comments related to the analysis of water quality effects including how the EIR/EIS addresses modeled exceedances of water quality standards. The Consultant Team will draft a thorough up-front discussion of modeling assumptions and uncertainties, draft text to further emphasize that BDCP facilities would be operated to meet water quality standards, and make minor revisions to the environmental setting and regulatory setting sections to clarify or add discussion based on comments.

**Electrical Conductivity and Chloride.** The Consultant Team will undertake additional assessments to evaluate and clarify modeled objective exceedances and identify feasible mitigation measures and/or environmental commitments that could be proposed to avoid or minimize impacts to beneficial uses. The Consultant Team will conduct an assessment of historical compliance with standards, and/or a comparison of historical compliance with standards vs. modeling predictions of compliance and reference this comparison as support for the ability to meet standards through operational flexibility. Additional modeling assessments will be completed to resolve issues in the most efficient manner (see Attachment A). Not all of these tasks may be required in order to resolve the exceedances.

**Bromide.** The Consultant Team will draft text related to the sources of bromide and consequent uncertainties in modeling results, as well as the conservative nature of the assessment. The Consultant Team will add explicit discussion of the second part of the CALFED bromide goal, which allows for alternative water supplies or treatment to achieve equivalent health protection levels. The Consultant Team will also revise the text to distinguish between significance conclusions and expectation of actual effects.

**Selenium.** The Consultant Team will review literature to determine if there is a potential for additional effects downstream of the Plan Area; if so, the Consultant Team will perform an assessment of these potential effects. The Consultant Team will update bioaccumulation modeling based on more recent source water data. The Consultant Team will also provide support for discussions with EPA and revise the analysis to account for updated draft EPA selenium criteria, outstanding comments from federal lead agency staff, changes in residence time in relation to

the benthic food-web, and coordinate with the BDCP team to support potential revisions to the effects analysis for covered species and the avoidance and minimization measure associated with selenium.

**Mercury.** The Consultant Team will add analysis or text with references to the latest studies on mercury in the Yolo Bypass and add a discussion of effects of wetting/drying cycles in Yolo Bypass as potential driver of increased methylation. The EIR/EIS team will coordinate with the BDCP team to further refine elements of CM12 that could be incorporated specific to CM2 and Yolo Bypass effects in response to EPA comments. Additionally, the Consultant Team will evaluate potential impacts of increased mercury downstream of the Plan Area and will specifically discuss effects in Suisun Marsh, where there is a TMDL in development for methylmercury.

**Other Constituents/Analyses.** The Consultant Team will add a discussion of factors affecting Microcystis abundance in the Delta and summary of current science and uncertainties. The Consultant Team will also conduct an assessment of residence time changes, temperature changes, and nutrient changes to determine if anything more detailed can be said about potential for increased Microcystis abundance.

The Consultant Team will address comments related to the assessment of mercury, dissolved oxygen, pathogens, organic carbon, and trace metals in upstream reservoirs and potential effects from fluctuating reservoir levels/releases and/or increased dead-pool conditions/stratification. This will consist of reviewing CALSIM II modeling results and adding text describing the potential for impacts to occur.

The Consultant Team will revise the discussion and analysis of nutrients to clarify the discussion of orthophosphate concentrations, add discussion regarding potential changes in TP concentrations, add discussion of potential future light limitation of algae and associated uncertainty, clarify discussion of biological consequences associated with changes in nitrogen levels or ratios, reference potential effects in Suisun Marsh where a TMDL is in development for nutrients, investigate potential effects on nutrient loading to areas downstream of the Plan Area, and add language describing potential changes in phosphorus as a result of SRCSD upgrades.

### TASK 1.3 ENVIRONMENTAL FLOW PROGRAM

The Consultant team will summarize the environmental flows program (EFP) and incorporate the description into Chapter 3 to be described as part of the BDCP Adaptive Management Program. The level of detail for this program is assumed to be described in the BDCP at a program level including a general description of the program to provide environmental flows that could be used should adaptive management monitoring indicate additional flows for fish and wildlife or other beneficial uses be needed to meet BDCP goals and objectives. The anticipated level of detail for this program would include a range of flows that could be acquired from the generalized area of the Sacramento and San Joaquin River watersheds. Specific water acquisition locations or amounts are unknown and not included in this scope of work.

Analysis of the potential effects of implementing an EFP will include a general discussion of the potential types of impacts that could result from long-term acquisition and transfer of up to 1.3 million acre-feet of water that may be implemented during the adaptive management process in future years. The analysis will address at a programmatic level the potential effects on the following resource topics:

**Water supply.** The analysis will revise existing water transfer text included in the draft document to incorporate the EFP description and analysis of potential effects on SWP/CVP water supply exports.

**Surface Water.** The analysis will qualitatively describe the potential changes in surface water flows, Delta hydrodynamics and flood storage that could result from EFP implementation.

**Groundwater.** The potential impact mechanisms on source area groundwater basins related to EFP water acquisitions will be described, including the potential for increased groundwater use associated with EFP acquisition actions.

**Water Quality.** The Draft EIR/EIS chapter will be modified to qualitatively describe the potential upstream, Delta and downstream water quality effects of water transfers under the EFP. The analysis will focus on possible flow and hydrodynamic changes related to EFP transfers and describe the range of impact mechanisms and possible constituent concentrations changes that could occur under possible EFP water transfers.

**Land Use and Agricultural Resources.** The potential for changes in land and agricultural use related to potential cropland fallowing in watershed areas will be described including the potential crop types and amount of acres affected based on historical water transfer data.

**Recreation.** Potential changes in flow-related recreation will be described associated with potential EFP water acquisitions and transfers. Potential reservoir recreation changes will be described generally.

**Fish and Aquatic Resources.** This chapter will be revised to present potential benefits/impacts associated with potentially implementing the EFP to improve conditions for covered and non-covered fish species in upstream rivers and reservoirs, the Delta and downstream of the Delta. Program-level discussion addressing the potential for improving spawning, migration and fish habitat conditions will be addressed.

**Terrestrial Resources.** This chapter will be revised to address potential benefits of environmental flows on terrestrial natural communities in the Delta. The analysis will also include discussion of potential effects on covered species upstream of the Delta in water acquisition source areas based on the types of agricultural land that may be fallowed under the EFP.

**Aesthetics and Visual Resources.** The potential for EFP water acquisition to change visual resources in upstream source areas and related to potential water transfer flow changes will be addressed at a programmatic level.

**Air Quality.** The program-level air quality analysis in this chapter will be revised to include discussion of the potential air quality effects in water acquisition source areas from fallowing agricultural land.

**Other Resource Topics.** All other Draft EIR/EIS resource topic impact discussions will be addressed to describe the potential for the EFP program to result in upstream, Delta or downstream effects associated with geology, seismicity and soils, socioeconomics, cultural resources, transportation, public services, energy, noise, hazardous materials, public health, mineral resources, paleontological resources, environmental justice and growth and indirect effects.

Additional EFP analyses for the Recirculated Draft EIR/EIS will be presented in each resource chapter at programmatic level of detail similar to the analyses for conservation measures 2-21. The analysis will identify the potential for impacts to be adverse, not adverse or beneficial for NEPA purposes and significant, less-than-significant or beneficial for CEQA purposes. Programmatic mitigation measures will be recommended for potential adverse/significant impacts. This program-level analysis assumes that additional environmental review may be needed to be implement the EFP

during the adaptive management process depending on the specific AMP actions proposed to be implemented at that time.

#### TASK 1.4 CUMULATIVE IMPACT ANALYSIS

In response to comments raised by key stakeholders and in light of changes that have occurred since the release of the Notice of Preparation in 2009, the Consultant Team will revisit assumptions regarding which projects should be considered as having a potential cumulative effect in combination with the proposed project. Projects which have since become more defined or developed may be added into the cumulative impact analysis as appropriate in either a qualitative or quantitative fashion.

The Consultant Team will also review the cumulative impact analysis in Chapters 5-30 to ensure that the discussion reflects the two-step process required by CEQA:

(1) Are the combined effects from both the proposed project and other projects “cumulatively significant?”

(2) If yes, is the proposed project’s incremental effect “cumulatively considerable” and thus significant?

The cumulative impact analysis in each chapter will also be prefaced with a supplemental discussion summarizing any concurrent effects on the resource area of implementing CM 1 along with CMs 2-21 as a whole. Information regarding the effects associated with CMs 2-21 will be drawn, where available, from environmental documentation developed for those “Interim Implementation” projects identified in Chapter 6 of the BDCP. The Consultant Team will also support the development of a narrative section describing the role of BDCP in context of the state’s comprehensive vision for water management in California, as articulated in the California Water Action Plan.

#### TASK 1.5 ENVIRONMENTAL COMMITMENTS (LOTUS)

In light of the 2014 California Appeals Court ruling in *Lotus v. California Department of Transportation*, the Consultant Team will reexamine all proposed environmental commitments within the Draft EIR/EIS as listed in Chapter 31, Other CEQA/NEPA Required Sections and Appendix 3B, Environmental Commitments, to determine whether they meet the standard of a true environmental commitment (a feature that is legitimately part of the project plan or design) or whether they should more rightfully be characterized as a mitigation measure. Where necessary, these measures will be re-defined as a mitigation measure, removed from Chapter 31 and Appendix 3B, and the analysis in any resource chapter referring to the measure will be updated. The recirculated EIR/EIS will ensure that the environmental analysis of a significant impact of a proposed project does not already assume mitigation measures as part of the project description. A mitigation measure’s impact-reducing influence will be considered only after an initial conclusion describing the proposed project’s significant or potentially significant effect on the environment.

The Consultant Team will also include explanation under each environmental commitment of how it serves to mitigate impacts, tying it back to the threshold of significance. Chapter 4, Appendix 3B and BDCP Appendix 3.C. will be updated to include information about how environmental commitments act to reduce impacts.

### TASK 1.6 AQUATIC SPECIES IMPACT ANALYSIS

The Consultant Team will revise EIR/EIS Chapter 11 and associated appendices, where necessary, to add a more robust description of thresholds of significance and the methods used to reach conclusions. The Consultant Team will also review the chapter to ensure that the methods described and used in the EIR/EIS are consistent with those used in the BDCP. The Consultant Team will add analysis of potential effects in areas downstream of the Plan Area (i.e. San Pablo Bay and San Francisco Bay) and other relevant updates associated with revisions made to the BDCP Effects Analysis, including additional discussion of contaminants, and additional discussion of the use of RTM in restoration areas. Additionally, the Consultant Team will address other comments related to changes in pesticide, heavy metal, and methylmercury concentrations; changes in water temperatures; changes in outflow and abiotic habitat; and changes in entrainment, food availability, predation, toxic algae, and other stressors.

### TASK 1.7 FLOWS/OPERATIONS

The Consultant Team will clarify the description of proposed SWP/CVP operations in Chapter 3 of the EIR/EIS based on updates made in Chapter 3 of the BDCP and/or decisions reached as part of the Section 7 process. Where available, text revisions will provide additional detail describing potential changes in upstream reservoir operations, sources of water associated with the High Outflow Scenario, the process for determining decision tree outcomes, and operations for Years 1-10 of Plan implementation. This task is related to Tasks 1.3 and 1.8 and does not include additional modeling based on the potential definition of real-time operations and/or adaptive limits.

### TASK 1.8 PROJECT DESCRIPTION/LEVEL OF DETAIL

The Consultant Team will revise Chapter 3, Description of Alternatives, and resources chapters as needed to address an increase in the level of detail in the Plan related to description of the north Delta bypass flows criteria, outflow requirements, real time operations, adaptive limits and adaptive management. This scope assumes no new EIR/EIS modeling will be required to increase the level of detail for these Plan components and will involve updating the EIR/EIS to be consistent with the BDCP. Additional revisions and modification will be also be needed to update the EIR/EIS related to changes made to Plan conservation and avoidance and minimization measures. The EIR/EIS will also be updated to provide as much detail for CM's 2-11 as is included in the BDCP conservation strategy, including potentially increasing the level of detail for CM2, Yolo Bypass.

Chapter 1, Introduction, will be revised to expand the discussion of the project role of the U.S. Bureau of Reclamation (Reclamation) including federal actions, decision-making, or funding for portions of the Plan implementation.

An additional summary table that identifies the location of impact analyses for each CM1 component will be provided to confirm that all CM1 facilities have been evaluated at a project-level analysis. Where conservation measures 2-11 are used to offset habitat effects of CM1, additional detail about early implementation projects will be provided, to the extent possible from existing environmental documents, to increase the level of detail for restoration actions.

Chapter 3, Description of Alternatives, will also be updated to describe Alternative 4 as the Preferred Alternative for NEPA purposes. This description will be based on guidance from federal Lead Agencies. Review and revision of the EIR/EIS will be conducted to improve consistency and level of detail presented across alternatives. No new

alternatives will be addressed and requests to include revised alternatives that “optimize” operations are not included in this scope of work.

#### **TASK 1.9 HABITAT RESTORATION**

The Consultant Team will address comments relating to ecological benefits of physical habitat restoration for aquatic species. Based on revisions made to the BDCP Effects Analysis, the Consultant Team will revise Chapter 11 of the EIR/EIS to update habitat suitability analyses to reflect a range of inputs and a range of resultant outcomes. The Consultant Team will revise Chapter 4 of the EIR/EIS to address comments that the EIR/EIS inappropriately assumes a 100% success rate for habitat restoration efforts.

#### **TASK 1.10 WATER RIGHTS**

The Consultant Team will provide a description in Chapter 3, Description of Alternatives, of SWP/CVP water right modifications necessary to implement three additional points of diversion on the Sacramento River and any other potential water rights modifications the SWRCB may require for CM1 or CM2 operation. Chapter 3 will also address the potential need for water/water rights to implement Plan restoration actions. The recirculated EIR/EIS will include analysis of the typical water use in agricultural areas that may be acquired for restoration actions and an estimate of the typical water use requirements for various habitat restoration types. This analysis will support the Plan assumption that no “new” water would need to be acquired or water rights modified for proposed restoration actions.

The Consultant Team will also summarize a water rights legal analysis for CM1 and restoration CMs and incorporate the results into Chapter 5, Water Supply.

#### **TASK 1.11 MODELING INTERPRETATION**

The Consultant Team will provide additional details in Chapter 5, Water Supply, to further describe and justify the interpretation of the operational criteria that were used in developing inputs for CALSIM II modeling in light of public comments suggesting that other interpretations might lead to different model results. This discussion will also describe the ways in which using different baseline assumptions would lead to similar incremental results when comparing scenarios (e.g. comparing an alternative to a baseline). Finally, the added text will summarize assumptions used for climate change and clarify the limitations of the modeling tool in terms of the ability to model specific operations (for instance, modeling does not assume any operational updates to adapt to climate change). The task does not include any additional modeling activities.<sup>1</sup>

#### **TASK 1.12 UPDATE CM1 ANALYSIS**

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<sup>1</sup> Discussions are underway with DWR in order to determine whether limited CALSIM II sensitivity analyses may be necessary in order to fully address related comments by establishing that using the updated CALSIM II model would not change the comparisons between the alternative and the baseline which dictate impact conclusions.

The Consultant Team will update the project description and impact analysis in the EIR/EIS to reflect revisions to the physical footprint of BDCP Conservation Measure 1 and revisions to assumptions based on additional coordination with the engineering team. The proposed changes include:

- relocation of pumping plants and southernmost launch shaft to northeast corner of Clifton Court Forebay
- relocation of launching and reception shafts along the tunnel alignment;
- removal of reusable tunnel material areas and new power lines on Staten Island;
- reconfiguration and enlargement of tunnel material area on Bouldin Island;
- an increase in assumed height of RTM areas from 6 feet to 10-12 feet;
- the addition of a traffic improvement on SR12 and SR4 and designation of the SR160 reroute as permanent feature at the 200-year flood level;
- reconfiguration of the expanded Clifton Court Forebay and relocation of transmission lines;
- identification of commercial sources of borrow materials;
- associated changes to other features including safe haven areas, power lines<sup>2</sup>, barge unloading facilities, RTM conveyors, concrete batch plants, fuel stations, access roads, and one siphon; and
- associated changes to assumptions including those associated with pile driving activities and use of LNG generators on Staten Island.

The work necessary to complete this analysis would be limited to Alternative 4 in the EIR/EIS and would primarily consist of updating GIS calculations, associated sections of text, figures, and, where necessary, impact conclusions and/or mitigation measures. Additional modeling activities may be required for a subset of resource areas, including transportation and air quality (see Task 1.1 above for further details about revisions for these resource areas). Limited site surveys may also be required based upon the proposed changes.

#### TASK 1.13 ANALYZE GEOTECHNICAL INVESTIGATIONS

The Consultant Team will update the project description and impact analysis for Alternative 4 in the EIR/EIS to reflect geotechnical investigation and survey activities described in the DHCCP Draft Geotechnical Exploration Plan – Phase 2. The Consultant Team will develop a GIS-based approach to analyzing the potential impacts associated with these activities in coordination with the project engineering team. The Consultant Team will also develop language to describe the potential for similar activities to be undertaken specific to other action alternatives should one be selected.

#### TASK 1.14 COMPARISON OF ALTERNATIVES

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<sup>2</sup> This task does not include revising impact analyses in the EIR/EIS to account for the results of System Impact Studies or other changes associated with the location or extent of necessary power system upgrades.

The Consultant Team will provide alternative comparison tables to summarize the selected impacts across 15 action alternatives and the No Action Alternative. Alternative comparisons will be quantified where possible for resource issues. Where quantification is not possible alternatives will be compared by answering Yes/No questions to indicate whether a selected impact would occur or not. A master alternatives comparison table will be presented in the Executive Summary and individual alternative comparison tables will be provided for each resource chapter.

#### **TASK 1.15 OTHER ISSUES RAISED THROUGH COMMENTS**

The Consultant Team will revise the EIR/EIS to address priority comments that have been raised through public and agency review and identified by the Lead Agencies (and not otherwise addressed by an above task). These comments cover a wide range of resource areas and topics, including:

- construction impacts to groundwater
- terrestrial species
- migratory birds in upstream areas
- energy
- agricultural impacts and mitigation strategy
- use of screens or other improvements at Clifton Court Forebay
- growth inducement
- cultural resources
- public services
- unresolved NEPA determinations
- noise
- traffic and related impacts to wildlife
- railroad impacts/federal pre-emption
- flood, drainage, and levees

The Consultant Team will address these comments through the revision or addition of text in the EIR/EIS. In some cases, limited additional analysis may be required to address the comment.

#### **TASK 1.16 PREPARE RESPONSES TO COMMENTS ON RECIRCULATED EIR/EIS**

The Consultant Team will prepare responses to comments received on the Recirculated Draft EIR/EIS during a 60 day public review period. The EIR/EIS Consultant Team will route any comments on the recirculated BDCP or Implementing Agreement to the appropriate parties. The response to comment document will be prepared and incorporated into the Final BDCP EIR/EIS. The responses to comments process and content will be managed by the

Consultant Team based on the same procedures as used for the Draft EIR/EIS. The Consultant Team will manage the overall response to comment process including processing and sorting mail, coding letters and comments, managing the comment/response database, distributing and receiving responses from authors, providing guidance for drafting responses, drafting responses, revising responses based on Lead Agency review, and incorporating response to comments into the Final BDCP EIR/EIS. This scope of work assumes that up to 2,400 comments could be received on the recirculated documents. All comments received on the Recirculated Draft EIR/EIS will be addressed in the Final BDCP EIR/EIS.

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## GROUP 2: PREPARE KEY REVISIONS FOR FINAL BDCP EIR/EIS

The Consultant Team will incorporate key revisions into the Final BDCP EIR/EIS as identified by DWR's review of comments on the Draft BDCP EIR/EIS.

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### TASK 2.1 ENVIRONMENTAL BASELINE

The Consultant Team will revise the Draft EIR/EIS to describe, explain and justify the environmental baseline assumptions for existing conditions and the No Action Alternative. Revisions will be incorporated into Chapter 3, Description of Alternatives and Chapter 4, Analysis Approach. Revisions will include additional explanation and support for treatment of CM2, Yolo Bypass and other actions required in recent USFWS and NMFS biological opinions and additional explanation in Chapter 4 related to existing conditions baseline assumptions. Chapter 4 will also include a discussion of about why an additional early-long-term (ELT) baseline was not included in the alternatives analysis. Existing ELT CALSIM II results will be evaluated to help support use of the late-long term (LLT) base line to characterize alternative impacts. No additional baseline changes or associated analysis revisions are proposed for the Recirculated Draft EIR/EIS.

Chapter 4 will also be revised to explain and justify the different baselines and approach used for Chapter 9, Alternatives to Take economic analysis (BDCP document) as compared to the CEQA and NEPA baselines.

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### TASK 2.2 PROJECT OBJECTIVES/ALTERNATIVES

The Consultant Team will address the adequacy of the project objectives/purpose and need and alternatives addressed in the EIR/EIS. Specific issues to address include:

- Adequacy of the range of alternatives for CEQA and NEPA
- Consistency of the level of analysis for each alternative under NEPA
- Requests to "optimize" all of the alternatives as presented for Alternative 4
- Justification of CM1, water conveyance as a conservation measure
- Requests to expand alternatives to include a "portfolio" alternative that incorporates additional water conservation and management actions into the BDCP and reduces reliance on the Delta for SWP/CVP exports.

Chapter 4, Approach to Analysis will be revised to address issues related to the adequacy the alternatives analysis as part of the Final EIR/S and will refer to a master response prepared to address these types of objectives/alternatives comments.

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### TASK 2.3 SEISMIC SAFETY

The Consultant Team will address comments relating to seismic risks, including comments that allege that the BDCP is overly reliant upon seismic risk reduction benefits, comments that contend that the BDCP must contain a levee improvement element, and comments that claim that the EIR/EIS must analyze CM1 operations in the wake of levee failures. The Consultant Team will also coordinate with DWR staff and the project engineering team to address comments concerned with the potential for liquefaction risks associated with construction of project facilities. These comments will be addressed through minor text revisions in the Final EIR/EIS, text added as part of a "Flood Appendix" drafted by DWR, and/or one or more responses to comment (including "master" responses).

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### TASK 2.4 COMPLIANCE WITH DELTA REFORM ACT

The consultant team will address comments related to compliance with the Delta Reform Act including:

- the sufficiency of scope of the BDCP
- the range of operational scenarios analyzed in the BDCP EIR/EIS (see Task 1.7 for additional detail)
- the contemplated range to assess climate change
- analysis of environmental flow needs prior to available water for export (see Task 1.3 for additional detail)

The consultant team will add to the discussion of how the BDCP meets NCCPA requirements contained in Appendix 3I, BDCP Compliance with the 2009 Delta Reform Act, to clarify or add discussion based on comments.

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## GROUP 3: COMPLETE BDCP EIR/EIS

The Consultant Team will prepare a Final BDCP EIR/EIS that meets the requirements of the State and federal regulations. The Final BDCP EIR/EIS will consist of the draft BDCP EIR/EIS or a revision of the draft, comments and recommendations received on the Draft BDCP EIR/EIS either verbatim or in summary, a list of persons, organizations, and public agencies commenting on the Draft BDCP EIR/EIS, the responses of the Lead Agencies to significant environmental points raised in the review and consultation process, and any other information added by the Lead Agencies.

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### TASK 3.1: PREPARE RESPONSE TO REMAINING COMMENTS ON THE DRAFT BDCP EIR/EIS

The Consultant Team will prepare responses to remaining comments received on the Draft BDCP EIR/EIS. The Consultant Team will continue to route any BDCP or Implementing Agreement comments to the appropriate parties. The response to comment document will be prepared and incorporated into the Final BDCP EIR/EIS. The responses to comments process and content will continue to be managed by the Consultant Team based on procedures and guidance provided in the Guide to Receiving and Responding to Public Comments on the BDCP and DEIR/EIS, December 2013 approved by Lead Agencies. The Consultant Team will continue to manage the overall response to comment process including coding remaining letters and comments, managing the comment/response database, distributing and receiving responses from authors, providing guidance for drafting responses, drafting responses, revising responses based on Lead Agency review, and incorporating response to comments into the Final BDCP EIR/EIS. All comments received on the Draft BDCP EIR/EIS will be addressed in the Final BDCP EIR/EIS.

**NOTE: ALL RESPONSES TO COMMENTS RECEIVED ON THE DECEMBER 13, 2013 DRAFT EIR/EIS AND RDEIR/SDEIS WILL BE INCLUDED IN ONE FINAL EIR/EIS DOCUMENT.**

### **TASK 3.2 PREPARE DRAFT BDCP EIR/EIS REVISIONS**

The Consultant Team will revise the Draft BDCP EIR/EIS based on comments received on the Draft BDCP EIR/EIS and revisions requested by Lead Agencies. The revised Draft BDCP EIR/EIS will be incorporated into the Final BDCP EIR/EIS document. Revisions to the BDCP document will be made under a separate contract with DWR. Examples of types of revisions to be made on the draft BDCP EIR/EIS document include editorial and error corrections, document consistency, minor changes to current alternatives descriptions, revisions discussed with Lead Agencies during live edit sessions, and revisions deemed necessary based on comments received on the Draft or Recirculated Draft BDCP EIR/EIS. This scope of work does not provide for changes to or addition of Draft BDCP EIR/EIS alternatives that would necessitate substantial additional revisions to the BDCP EIR/EIS impact analysis. Development of subsequent alternatives using existing information will be included in an amendment to this notice to proceed.

### **TASK 3.3 PREPARE ADMINISTRATIVE FINAL BDCP EIR/EIS**

The Consultant Team will prepare an administrative Final BDCP EIR/EIS to meet the requirements of CEQA and NEPA. The administrative Final BDCP EIR/EIS will include a list of the persons, agencies, and organizations that have commented on the BDCP EIR/EIS, responses to all of the comments received on the Draft and Recirculated Draft EIR/EIS, and a republished EIR/EIS that has been revised based on Lead Agency guidance. The administrative Final BDCP EIR/EIS will be posted on the internal ICF BDCP FTP site (or through the Aconex system) and links provided to agency staff and DVD copies will be circulated to Lead Agency staff for review.

### **TASK 3.4 PREPARE CHECK COPY FINAL BDCP EIR/EIS**

Based on Lead Agency review the Consultant Team will compile, code comments from the Lead Agencies, organize draft responses, attend resource area specific meetings, lead additional live edit review sessions, and revise the administrative Final BDCP EIR/EIS and prepare a check copy Final BDCP EIR/EIS to be posted on the internal ICF BDCP FTP site (or through the Aconex system) for final review by Lead Agencies. The Consultant Team will make additional minor revisions to the check copy, confirm changes with Lead Agencies and request approval to publish the Final BDCP EIR/EIS.

### **TASK 3.5 PUBLISH FINAL BDCP EIR/EIS**

The Consultant Team will perform final production tasks including Final BDCP EIR/EIS formatting consistency and preparation of a camera ready document for use in posting on the BDCP website, ensuring these documents meet the requirements of the Americans with Disability Act, producing 100 document DVDs, and preparing the Final BDCP EIR/EIS paper copies for printing. The Final BDCP EIR/EIS documents will be circulated for public review for a minimum of 30 days as required by NEPA and responses to comments will be transmitted to public agencies 10 days prior to certification of the BDCP EIR/EIS to meet requirements of CEQA. At the request of DWR, comments on the Final BDCP EIR/EIS will be considered by Lead Agencies but no responses to those comments are assumed for the purposes of this notice to proceed.

### TASK 3.6 PREPARE MITIGATION MONITORING AND REPORTING PROGRAM

The Consultant Team will prepare a Mitigation Monitoring and Reporting Program (MMRP) per CEQA Guidelines concurrent with preparation of the Final BDCP EIR/EIS that will describe the mitigation measures and environmental commitments required to mitigate or avoid significant environmental impacts of the Preferred Alternative. The MMRP will provide an overview of measures for which reporting is required and those that will require ongoing monitoring and reporting. The MMRP will be closely coordinated with the monitoring and adaptive management program developed for the BDCP. The Consultant Team will ensure that monitoring, research, and adaptive management programs developed for the BDCP will integrate appropriate BDCP measures that are required to reduce significant environmental effects. If necessary, the Consultant Team will also incorporate other permit measures that may be required to reduce significant impacts.

The MMRP will consist of an implementation plan to direct specific responsibilities for carrying out the mitigation measures. This includes monitoring which will be appropriate for documentation of implementation and determining success in meeting performance standards. This information will be presented in a tabular format detailing who, when, where, and how required mitigation measures and environmental commitments will be implemented, including performance standards for measures, where appropriate. The Consultant Team will prepare an administrative draft version of the MMRP for Lead Agency review. The Consultant Team assumes that comments from the Lead Agencies will be submitted as one set that has been compiled and reconciled by the Lead Agencies prior to transmittal. Consultant Team will post the administrative draft MMRP on the internal ICF BDCP FTP site (or through the Aconex system) and will provide 30 DVD copies. Based on comments received on the administrative draft, the Consultant Team will, compile/code comments from the Lead Agencies, organize, draft responses, attend resource area specific meetings, lead live edit review sessions, and make revisions and prepare a check-copy version of the Draft MMRP that will be circulated to the Lead Agencies for confirmation that the administrative draft review comments have been addressed. Once approval is provided on the draft MMRP, the Consultant Team will prepare the final MMRP that will be released with the Final BDCP EIR/EIS deliverable.

### TASK 3.7 SUPPORT THE PREPARATION OF THE RECORD(S) OF DECISION, NOTICE OF DETERMINATION, FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

The Consultant Team will work with the federal Lead Agencies (United States Bureau of Reclamation, United States Fish and Wildlife Service, and National Marine Fisheries Service) and federal agency counsel to support the preparation one or more Record(s) of Decision (RODs) that meets each federal lead agency's needs. The ROD(s) will present an explanation of the federal Lead Agencies' decisions on the BDCP. This includes:

- An explanation of the decision on the preferred alternative.
- Factors considered in making the decision, including a record of all comments received through any public meetings on the Draft BDCP EIR/EIS and the notice period for the Final BDCP EIR/EIS and, where appropriate responses to issues raised.
- Alternatives considered and the environmentally preferred alternative.
- Adopted mitigation measures and an explanation of why mitigation measures were not adopted.
- A monitoring and enforcement plan for adopted mitigation measures.

- The Consultant Team will work with the Department of Water Resources (DWR) and DWR counsel in support of preparation of a Notice of Determination (NOD) that meets the state Lead Agency's needs. The NOD will meet the NOD guidelines as described in Section 15094 of CEQA and include the following:
  - An identification of the project including the project title as identified on the draft EIR, and the location of the project.
  - A brief description of the project.
  - The Lead Agency's name and date.
  - The determination of the agency whether the project in its approved form will have a significant effect on the environment.
  - A statement that an EIR was prepared and certified pursuant to the provisions of CEQA.
  - Whether mitigation measures were made a condition of the approval of the project and whether a MMRP was adopted.

The Consultant Team will also work with DWR and DWR counsel to prepare a draft version of the Findings of Fact (for purposes of project approval). As part of this effort, and prior to Final BDCP EIR/EIS certification, the Consultant Team will assist DWR in creating a record that all comments received through any public meetings or received during the public comment period on the draft BDCP EIR/EIS and recirculated draft BDCP EIR/EIS, as well as a part of the Federal agency notice period for the Final BDCP EIR/EIS were considered. The Findings of Fact will list each significant environmental impact identified in the BDCP EIR/EIS and will include one or more of the findings identified in the State CEQA Guidelines Section 15091: (1) changes or alterations have been required for the project that avoid or substantially lessen the significant effect, (2) changes or alterations to the project that are within the responsibility of another jurisdiction or public agency and have been or should be adopted by another agency, and (3) specific economic, legal, social, technological and other considerations make infeasible the mitigation measures or project alternatives identified in the final EIR. The Findings of Fact will reference the appropriate mitigation identified within the particular resource chapters, as well as Chapter 31.

The Consultant Team will also assist DWR and DWR counsel in preparing a draft Statement of Overriding Considerations, if DWR determines a Statement of Overriding Considerations is necessary. Per the requirements of State CEQA Guidelines Section 15093, a Statement of Overriding Considerations is required if a project will have unavoidable impacts and must describe why economic, legal, social, technological, or other considerations justify approving a project. The Statement of Overriding Considerations, if determined to be necessary, will reference the appropriate portions of the record. The Statement of Overriding Considerations does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

The Consultant Team will support the preparation of the administrative drafts of the ROD(s), NOD, Findings of Fact and Statement of Overriding Considerations for Lead Agencies review. Based on comments received, on the administrative draft documents (ROD[s], NOD, Findings of Fact and Statement of Overriding Considerations) The Consultant Team will compile/code comments from the Lead Agencies, organize as appropriate, draft responses, attend resource area specific meetings, lead additional live edit review sessions, and make revisions and prepare check-copy versions of the documents that will be circulated to Lead Agencies for confirmation that the review comments have been addressed. Once approval is provided, the Consultant Team will prepare the final BDCP EIR/EIS to accompany DWR's project approval and the federal Lead Agencies' actions to approve the BDCP EIR/EIS.

### **TASK 3.8 ASSIST WITH PUBLIC OUTREACH (EIR/EIS INFORMATION AND MEETING SUPPORT)**

The Consultant Team's project managers and technical staff will provide technical assistance to DWR public and agency meetings that require expertise in CEQA, NEPA, and project permitting or resource specialization. Activities that the Consultant Team will assist with include:

- Public or Agency presentations on the Draft, Recirculated Draft, and Final BDCP EIR/EIS.
- Input for technical work groups required for the Recirculated Draft and Final BDCP EIR/EIS.
- Preparation of or input for memorandums or letters responding to stakeholder comments that may not be included in the Final BDCP EIR/EIS.
- Preparation for and participation in press briefings.
- Summaries of the BDCP EIR/EIS contents or additional analyses not included in the Final BDCP EIR/EIS.
- Other requests that may be circulated internal for Lead Agency use or for external outreach efforts.
- Leading, preparing, and contributing to Lead Agency meetings.

### TASK 3.9 TASK ORDER MANAGEMENT

The Consultant Team's project managers, including the Principal-in-charge, project manager, deputy project managers and resources leads, will be responsible for delivery of the Recirculated Draft BDCP EIR/EIS, Final BDCP EIR/EIS, ROD(s), NOD, MMRP, Findings of Fact, Statement of Overriding Considerations, and any project approval documents described in the scope of work above. This task includes managing and guiding project coordinators, persons or workgroup members responsible for responding to comments and chapter authors responsible for updating resource chapters; attending and leading meetings with DWR and for Lead Agencies, public or stakeholders, as well as other agency staff and stakeholders; and management activities related to schedule and deliveries, deliverable tracking, and monitoring scope, budget, and progress.

### TASK 3.10 DOCUMENT PRODUCTION

The Consultant Team will prepare an electronic version and DVDs of Administrative and Public Recirculated Draft EIR/EIS, Administrative and Final BDCP EIR/EIS of the MMRP, Findings of Fact, Statement of Overriding Considerations, and the ROD(s) and NOD. This task includes document editing, formatting, and publishing for the Administrative Final and Final BDCP EIR/EIS. Editing includes the Consultant Team's technical and peer review of the EIR/EIS, and editing the text for readability, spelling, punctuation, grammar and syntax, prose architecture, correct figure/table numbering, and consistency. The Consultant Team will prepare a consistent format and structure of the Administrative Final and Final BDCP EIR/EIS, creating figures as separate files, and inserting figures and text into PDF files. The Consultant Team will also produce an electronic version as well as 30 DVDs of the Administrative Final and 100 DVDs of the Final BDCP EIR/EIS.

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### TASK 3.11 GIS ANALYSES

The Consultant Team will use GIS to produce the Recirculated Draft EIR/EIS and to revise the Final BDCP EIR/EIS figures as needed to support necessary changes requested by Lead Agencies or that are deemed required by public review comments. Additional GIS analyses are assumed to include relatively minor modifications to existing GIS analysis performed to support the BDCP EIR/EIS analyses and additional analyses that may be needed to support agency and stakeholder outreach meetings or internal Lead Agency planning meetings or presentations.

### JOB CLASSIFICATIONS

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#### ASSOCIATE PROFESSIONAL

Technical subject matter expert providing coordination, document consistency and authoring within subject matter expertise.

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#### JR. STAFF PROFESSIONAL

Jr. Staff Professional is a generalist and provides support for chapter authors, document formatting and editing, all aspects of publications as well as analysis and financial status.

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#### MID-LEVEL PROFESSIONAL

Provides senior technical review and oversight.

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#### PRINCIPAL

Directs all aspects of the technical program including budget management, schedule management, project reporting and communications along with completion of the EIR/EIS document. Facilitates, reports and presents on behalf of the technical team.

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#### PRINCIPAL ENGINEER

Reviews and oversees technical work.

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#### PROJECT ENGINEER/ SCIENTIST II

Reviews and oversees technical work in content expertise.

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#### PROJECT MANAGER

Manages day to day activities and ensures that tasks are completed on time and within budget.

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#### PROJECT/TASK MANAGER

Technical knowledge expert overseeing analysis and ensuring updates are appropriately carried throughout the document.

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#### SENIOR ENGINEER/ SCIENTIST

Reviews and oversees technical analysis.

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#### SR. PROJECT PROFESSIONAL/ CONTRACTS

Manages preparation of the technical chapters working with agency representatives and with project scientist; revises chapters based on updates to the BDCP and addresses agency and public comments pertaining to subject matter expertise.

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#### STAFF PROFESSIONAL

Technical analysis and lead author in subject matter expertise.

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#### TECHNICIAN AIDE

Provides support to professional staff.

# HALLMARK GROUP – SCOPE OF WORK

THROUGH ROD/NOD, FINAL PERMITTING AND CLOSEOUT

## HALLMARK GROUP OVERVIEW

1. Direct overall program schedule to completion of RoD/NoD
2. Direct document recirculation and significant schedule drivers
3. Manage and report program budget
4. Continue stakeholder reporting and project related communication
5. Manage conceptual engineering necessary to complete planning process

### CHUCK GARDNER (PRINCIPAL)

Directs all aspects of the program including budget management, schedule management, project reporting and communications along with completion of the planning phase and ongoing engineering efforts. Facilitates numerous program meetings, reports to program stakeholders and supports public education efforts by presenting on behalf of the program.

### JESSICA ALWAN (SR. PROJECT ADMIN)

Provides support to the Program Management Team and organizational support. Manages monthly reporting tasks, creation of presentations, document control and program controls training, and is assigned management of special projects as needed.

### DAWN BERTOLANI (PROJECT ADMINISTRATOR)

Provides support to the Program Management Team, manages program schedule and meetings. Produces materials for program meetings, presentations, takes meeting minutes, manages all email distributions, serves as IT support and runs overall coordination.

### TONJA STRADLEY (PROGRAM MANAGER 3)

Manages program budget reporting, provides detailed financial analysis and overall program controls. Creates all program financial reports and supports Program Manager with thorough analysis as needed. Supports task order and contract coordination with involved agencies and consultants.

### KATHY SHERRY (SR. ADMIN)

Manages program contracts, task orders, billing related items. Manages external contract and task order related efforts, processing and payment of invoices in addition to overall reconciliation. Supports task order and contract coordination with involved agencies and consultants.

## JA SPEZIA CONSULTING OVERVIEW

1. Public Education and Outreach
2. Facilitate Leadership Training
3. Liaison to landowners and other stakeholders who may be affected by the project

### JULIE SPEZIA (PROJECT MANAGER 1)

Manages public education and outreach projects for the program in coordination with the BDCP Outreach Team. This will include assisting the preparation of work products for the engineering necessary to complete the planning process and supporting efforts for recirculation. Coordinate the review of BDCP Outreach products. Communicates important milestones and proposed changes to landowners and eventually successfully hand off the relationships to Real Estate Team.

## PFM OVERVIEW

1. SWP Contractor Financing Schedule and Plan
2. Pre-construction Funding Agreement
3. Cost Allocation resolution between SWP and CVP contractors and among contractors
4. Coordinate cost allocation

### BRIAN THOMAS (MANAGING DIRECTOR)

Manages financing related efforts and coordinates agency discussions to identify schedule and plan. Facilitates meetings, creates materials and provides detailed analysis for cost allocation efforts. Coordinates draft funding agreement and manages review and comment. Assists and develops overall financing strategy and create initial federal and state contractor financing documents.

#### **Other Labor classifications**

Senior Managing Consultant – support staff for cost allocation and funding agreements

## GTH OVERVIEW

1. Facilitation of discussions amongst lead agencies
2. Identification of issues necessary to complete planning process
3. Facilitation of resolution
4. Coordinate and facilitate meetings between State, Federal and Public Water Agency stakeholders

### JIM WALDO (PIC)

Holds policy work sessions with Federal and State Principals and lead staff to facilitate decisions needed and refine elements to be incorporated in the Bay Delta Conservation Plan (BDCP) and associated EIR/EIS documents. Continued to assist DWR and the Resources Agency with communications regarding the draft statewide Water Action Plan that incorporates the BDCP. Work on developing proposals for sharing responsibility, risk and costs of meeting the co-equal goals of water supply reliability and ecosystem restoration.

#### **Other Labor Classifications**

Sr. Specialist 2- supports Jim Waldo on coordination, mediation and facilitations services for the Final Draft.

Sr. Project Administrator – Admin support for all meetings and communication.

## Direct Expenses

### Other Direct Cost

Other direct cost consist of software applications necessary to manage program financials, documentations and deliverables. Currently there are three services being used by the project that are purchased through the Hallmark Group contract:

#### *Aconex*

Provides the project with a cloud based service for managing all project information and processes including workflow and document storage, document retrieval and document reporting.

#### *PMWeb*

Provides the project with advanced but easy-to-use budgets, contracts, commitments, invoices, funding and change management functionality. Additionally, PMWEb can be used to manage the RFI, Submittal, and Action Items.

#### *Teleconferencing*

Provides a meeting platform that reduces the need to travel since participants can join remotely.

### Travel

Hallmark Group travel consists primarily of Program Manager meeting attendance in Southern California (MWD) and Strategic meeting attendance by Waldo at Principal Meetings, Agency Meetings, Congressional Briefings and Federal Agency Meetings in Washington DC.

### Markup

Hallmark Group contract provisions provide for a 5% markup on sub consultant activities.

*See Hallmark Group Budget Calculations at Exhibit B – A7*

## **URS Energy and Construction, Inc. formerly known as Washington Group International**

For the period beginning October 1 through December 31, 2016, URS Energy and Construction, INC. (formerly known as WGI Washington Group International) will update and maintain DHCCP geodatabases and associated datasets for DWR and other organizations to coordinate, monitor, and integrate the work of all DHCCP project teams. The GIS data will be incorporated into one of the six identified geodatabases (maps, cadastral, engineering, geotechnical, restoration, public outreach).

- Validate the metadata and associated documentation for compliance with DWR GIS standards.
- Provide cartographic and graphic design support to DHCCP Public Outreach for the development of Public Outreach brochures, posters and web sites
- Manage parcel access requirements associated with field data collection for compliance with right of entry agreements.
- At DWR's direction, work with the DWR team to maintain the GIS Enterprise Program to optimize the development and use of geospatial information. Update materials to the shared enterprise server.
- Provide technical support for GPS field data collection related to DHCCP and BDCP environmental surveys and geotechnical exploration.

URS (WGI) will provide expert engineering and technical support for the conveyance options considered for the Delta Habitat conservation and Conveyance Program activities for the Department of Water Resources (DWR). URS will update a previous cost estimate for the Modified Pipeline/Tunnel Option and develop a new estimate to include changes to the MPTO which include modifications to the tunnel alignment and shafts and modifications to Clifton Court Forebay. The updated cost estimates will include subsequent design changes to tunnel conveyance from the river intakes to intermediate forebay, 40-acre intermediate forebay, and expanded and re-built Clifton Court Forebay

- Develop cost estimate to construct the main features described in the CER including, but not limited to, intakes, pumping plants, tunnels, shafts, forebays, access roads, utilities, and power transmission and distribution lines.
- Identify labor, equipment and material rates to be used.
- Identify capital costs, which are defined as anticipated Construction Contractor costs.
- Prepare list of construction equipment and labor needed to construct the facilities described in the CER.
- Include number of operation hours per day for each piece of equipment
- Trips per day and trip distance for haul vehicles
- Number of construction workers
- Prepare report retailing the cost estimate, equipment and labor. Provide assumptions and a detailed Primavera P<sup>^</sup> construction schedule.