AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information" or "For discussion" may also be the subject of an "action" taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF A QUORUM

2. PUBLIC COMMENT

3. APPROVE MINUTES OF MARCH 16, 2018 SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

4. APPROVE MINUTES OF JUNE 13, 2018 MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

5. ALBERT ROBLES CENTER PHASE 2 INTERPRETIVE/EXHIBITRY UPDATE
   Staff Recommendation: For discussion and possible action.

6. APPROVE AND EXECUTE A COOPERATIVE AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION (USBR) FOR THE 2017 WATERSMART: TITLE XVI GRANT PROGRAM FOR THE GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends the Board of Directors approve and authorize execution of the Cost-Share Agreement with the USBR for the Title XVI funding for GRIP, subject to approval as to form by District Counsel.
7. ADOPT A RESOLUTION APPROVING AN APPLICATION FOR AND EXECUTION OF A COOPERATIVE AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION (USBR) FOR THE 2018 WATERSMART: TITLE XVI GRANT PROGRAM FOR GRIP
Staff Recommendation: The Capital Improvement Project Committee recommends the Board of Directors adopt the Resolution, and approve an application for and execution of a cooperative agreement with the USBR for the 2018 WaterSmart Title XVI grant program for the GRIP Recycled Water Project, subject to approval as to form by District Counsel.

8. ALBERT ROBLES CENTER (ARC) DESIGN-BUILD PROJECT PROGRESS REPORT
Staff Recommendation: The Capital Improvement Projects (CIP) Committee receive and file the report.

9. ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE
Staff Recommendation: For discussion and possible action.

10. DEPARTMENT REPORT
Staff Recommendation: The Capital Improvement Projects (CIP) Committee receive and file the report.

11. DIRECTORS REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF

12. ADJOURNMENT - The Capital Improvement Projects Committee will adjourn to the next regular meeting scheduled for July 11, 2018

Agenda posted by Sherri Brown, on 06/26/2018. In compliance with ADA requirements, this document can be made available in alternative formats upon request.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Deputy Secretary at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas and minutes are available at the District’s website, www.wrd.org.

EXHAUSTION OF ADMINISTRATIVE REMEDIES - If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
DATE: JUNE 27, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF MARCH 16, 2018 SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS

SUMMARY

A special meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on Friday, March 16, 2018 at 11:08 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Albert Robles called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.
A special meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on Friday, March 16, 2018 at 11:08 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Albert Robles called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM
   A quorum was present, which included:
   Committee: Committee Chair Albert Robles; President John D. S. Allen; Directors Willard H. Murray, Jr. and Robert Katherman. Director Sergio Calderon was excused.
   Staff: Ken Ortega; Jim McDavid; Pete Brown; Diane Gatza; David Alvarez
   Public: David Gonzalez – Pico Rivera; Rick Taylor – Dakota Communications

2. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3
   None.

3. APPROVE MINUTES OF THE SPECIAL MEETING OF FEBRUARY 28, 2018
   Upon a motion duly made by Director Katherman, seconded by President Allen, and unanimously approved with Director Calderon absent, it was
   RESOLVED: That the Capital Improvement Projects (CIP) Committee approved the minutes of February 28, 2018 as submitted.

4. CONTRACT AWARDS FOR ON-CALL ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES
   Assistant General Manager Ken Ortega and Manager of Engineering Jim McDavid provided an overview of the contract awards process.
   WRD Engineer Diane Gatza provided the report. She stated that WRD had received ten On Call Engineering services qualification packages and six On Call Construction Management services for the two Request for Qualifications solicitations; and had accepted five submissions from the ten On Call Engineering and four of the six On Call Construction Management services submissions. Discussion followed.
The Committee requested that staff enlarge the consultant pool for both On Call services and remove the strikeout provision. Discussion followed.

Upon a motion duly made by Director Katherman, seconded by Director Murray, and unanimously approved with Director Calderon absent, it was

RESOLVED: That the Capital Improvement Projects (CIP) Committee recommended:

1) The Board of Directors authorize individual professional service contracts with all ten firms received by WRD to perform As Needed On-Call Engineering services for a not to exceed aggregate budget amount of $2,500,000, and remove the strikeout clause:

2) The Board of Directors authorize individual professional service contracts with all six firms received by WRD to perform As Needed On-Call Construction Management services for a not to exceed aggregate budget amount of $1,000,000, and remove the strikeout clause.

This will be a regular item on the agenda of the next scheduled Board meeting.

5. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM ADVANCED WATER TREATMENT FACILITY (GRIP AWTF) DESIGN-BUILD PROJECT PROGRESS REPORT

Mr. McDavid presented details of the construction schedule and cost update for the GRIP AWTF/ARC. He reported that the City of Pico Rivera has required that WRD present a detailed schedule of the street improvement work to be distributed to the community door to door and mail it out. He also stated that WRD will contact Edison regarding accelerating work efforts and better communications. He also stated that the American Iron & Steel report was a pass. Discussion followed.

No action was taken on this item.

The Committee requested that the remainder of the meeting be moved to another conference room at this time.

6. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) OUTREACH PROGRAMS UPDATE

None.

7. DEPARTMENT REPORT

None.
8. DIRECTORS REPORTS, INQUIRIES, AND FOLLOW-UP OF DIRECTIONS TO STAFF
None.

9. ADJOURNMENT
President Allen will be excused from the meeting of April 11th.

There being no further business to come before the Committee, the meeting was adjourned at 12:05 P.M. to the next meeting scheduled for March 28, 2018.

___________________________
Chair

ATTEST:

___________________________
Member

Approved in minutes of:

___________________________
MEMORANDUM
ITEM NO. 4

DATE: JUNE 27, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF JUNE 13, 2018 MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE

SUMMARY
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on June 13, 2018 at 11:25 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Katherman called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on June 13, 2018 at 11:25 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Katherman called the meeting to order and presided thereafter. Senior Administrative Specialist Sherri Brown recorded the minutes.

1. DETERMINATION OF A QUORUM
A quorum was present, which included:
Committee: Committee Chair Robert Katherman and President John D. S. Allen; Director Willard H. Murray, Jr. and Director Sergio Calderon were excused.
Staff: Robb Whitaker; Diane Gatza; Pete Brown; Phuong Watson; H. Francisco Leal; David Alvarez
Public: Zuleyka Marquez – KEH; Kyle Miller – Paramount Chamber of Commerce; Michael Gagan – Kindel Gagan

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
None.

3. BATTERY STORAGE INFORMATION ITEM
WRD Engineer Diane Gatza reported on battery types and options, space requirements, how the batteries work (type of load, usage, times of use, savings, payment processes, etc.). She explained Community Choice Aggregations (CCAs) to the Committee. Discussion followed.

She stated that next steps would be to explore battery options/CCAs and regional partnerships and learn more about them; and that there is potential to develop a master energy plan. Discussion followed.

The Committee unanimously recommended that the Board of Directors authorize staff to issue a request for proposals to develop a master energy plan for WRD.

4. ALBERT ROBLES CENTER (ARC) DESIGN-BUILD PROJECT PROGRESS REPORT
Senior Engineer Phuong Watson presented slides to update the Committee on construction status and activities. The Committee requested that staff split the startup and commissioning on the Cost Update slide in future reports. Discussion followed.
Ms. Watson presented the live-feed EarthCam views of the ARC AWTF. Discussion followed.

The Capital Improvement Project (CIP) Committee received and filed the report.

5. **ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE**
Manager of Communication and Education Services Pete Brown reported that the next WRD community event will be held on a Saturday in early October for the City of Pico Rivera. He said that local elected officials will be attending for a preview of the ARC, and the community will be invited for an update on the facility. Discussion followed.

No action was taken on this item.

6. **DEPARTMENT REPORT**
None.

7. **DIRECTORS REPORTS, INQUIRIES, AND FOLLOW-UP OF DIRECTIONS TO STAFF**
None.

8. **ADJOURNMENT**
There being no further business to come before the Committee, the meeting was adjourned at 12:26 P.M.

______________________________
Chair

ATTEST:

______________________________
Member

Approved in minutes of:

______________________________
SUMMARY

WRD is in the process of developing educational exhibitry for the Albert Robles Center currently under construction in the City of Pico Rivera. As a supplement to WRD’s ongoing education program, the exhibits will educate the public about groundwater and water replenishment operations as an essential resource to the region’s water supply. Developed exhibits will also inform visitors about the Water Independence Now Program, the Albert Robles Center Advanced Water Treatment Facility (AWTF), and about the role of and science behind recycled water.

In September of 2017, the CIP Committee approved the Phase 2 scope of work and budget for Amendment No. 1 to the previously existing Professional Services Agreement with Mad Systems for Phase 1 Project of the GRIP Interpretive/Exhibitry design, construction, and installation services. Included within the Phase 2 scope of work was the development educational exhibitry for the Albert Robles Center Administration and Learning Center (previously known as the GRIP Administrative and Learning Center). Also included was regular presentations by the Consultant and staff to the WRD Board of Directors during key points of exhibitry development.

The Committee last received an exhibitry update in January of 2018 and since that time, staff have continued to work with Mad Systems to develop content and refined designs from the previously presented exhibitry concepts. These designs and content concepts have reached a key point in development and are ready to be presented to the CIP Committee for its consideration and possible action.

FISCAL IMPACT
No impact.

**STAFF RECOMMENDATION**

For discussion and possible action.
MEMORANDUM
ITEM NO. 6

DATE: JUNE 27, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE AND EXECUTE A COOPERATIVE AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION (USBR) FOR THE 2017 WATERSMART: TITLE XVI GRANT PROGRAM FOR THE GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM

SUMMARY

The United States Bureau of Reclamation (USBR) awarded the District $4.3 million in Title XVI grant funding under the Water Infrastructure Improvements for the Nation Act (WIIN Act) for the Groundwater Reliability Improvement Program (GRIP) Recycled Water Project. The USBR had $10 million in total funding to award and GRIP was one of the highest ranking projects.

The Title XVI grant program required eligible projects to have a Bureau approved feasibility study. The GRIP feasibility study was formally approved in January 2013. Furthermore, grant program criteria included projects that are likely to provide a more reliable water supply for States and local governments, projects that are likely to increase the water management flexibility and reduce impacts on environmental resources, and projects that are regional in nature, have multiple stakeholders, and provide multiple benefits. The application for funding for GRIP was one of three highest ranking projects, and was recommended for funding in a letter sent to Congress in November 2017.

The USBR will provide up to 25% of the total project costs for construction that will be conducted prior to September 30, 2019. Grant recipients are responsible for 75% of the total project costs. The GRIP was awarded a Proposition 1 (Prop 1) State Revolving Fund Water Recycling Funding Program low-interest loan in the amount of $80 million. Hence, the District's cost-share will be matched by the Prop 1 low-interest loan funding.
A cooperative agreement between the District and the USBR is required in order to formalize the award.

**FISCAL IMPACT**

The District will receive a $4,337,500 (less a 2% USBR administrative fee for a total of $4,272,000) grant from the USBR, the District’s cost-share will be the remainder of the project that is financed through Prop 1 State Revolving Fund.

**STAFF RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends the Board of Directors approve and authorize execution of the Cost-Share Agreement with the USBR for the Title XVI funding for GRIP, subject to approval as to form by District Counsel.
<table>
<thead>
<tr>
<th>1A. AGREEMENT NUMBER</th>
<th>1B. MOD NUMBER</th>
<th>2. TYPE OF AGREEMENT</th>
<th>3. CLASS OF RECIPIENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>R18AC00047</td>
<td>N/A</td>
<td>Grant</td>
<td>Special District</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. ISSUING OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bureau of Reclamation</td>
</tr>
<tr>
<td>Lower Colorado Region</td>
</tr>
<tr>
<td>P.O. Box 61470</td>
</tr>
<tr>
<td>Boulder City, NV 89006-1470</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. RECIPIENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Replenishment District of Southern California</td>
</tr>
<tr>
<td>4040 Paramount Blvd.</td>
</tr>
<tr>
<td>Lakewood, CA. 90712-4127</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EIN #:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>95-6006456</td>
<td>Los Angeles</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DUNS #:</th>
<th>Congress. Dist:</th>
</tr>
</thead>
<tbody>
<tr>
<td>076235431</td>
<td>47</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. GRANTS MANAGEMENT SPECIALIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katherine Calagua (LC-10102)</td>
</tr>
<tr>
<td>Bureau of Reclamation</td>
</tr>
<tr>
<td>P.O. Box 61470</td>
</tr>
<tr>
<td>Boulder City, Nevada 89006-1470</td>
</tr>
<tr>
<td>Phone: 702-293-8526; E-Mail: <a href="mailto:kcalagua@usbr.gov">kcalagua@usbr.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. RECIPIENT PROJECT MANAGER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esther Valle Rojas</td>
</tr>
<tr>
<td>Water Replenishment District of Southern California</td>
</tr>
<tr>
<td>4040 Paramount Blvd.</td>
</tr>
<tr>
<td>Lakewood, CA. 90712-4127</td>
</tr>
<tr>
<td>Phone: 562-275-4259; E-Mail: <a href="mailto:erojas@wrd.org">erojas@wrd.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. GRANTS OFFICER TECHNICAL REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennis Wolfe (SCAO-2000)</td>
</tr>
<tr>
<td>Bureau of Reclamation</td>
</tr>
<tr>
<td>27708 Jefferson Avenue, Suite 202</td>
</tr>
<tr>
<td>Temecula, CA 92590</td>
</tr>
<tr>
<td>Phone: 951-695-5310; E-Mail: <a href="mailto:dwolfe@usbr.gov">dwolfe@usbr.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9A. INITIAL AGREEMENT EFFECTIVE DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Block 17a</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9B. MODIFICATION EFFECTIVE DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11A. PROGRAM STATUTORY AUTHORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title XVI of P.L. 102-575, as amended by Section 4009(c) of P.L. 114-322</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11B. CFDA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>15.504</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. FUNDING INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RECIPIENT/OTHER</strong></td>
</tr>
<tr>
<td><strong>RECLAMATION</strong></td>
</tr>
<tr>
<td>Total Estimated Amount of Agreement</td>
</tr>
<tr>
<td>This Obligation</td>
</tr>
<tr>
<td>Previous Obligation</td>
</tr>
<tr>
<td>Total Obligation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost-Share %</th>
</tr>
</thead>
<tbody>
<tr>
<td>94.66%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14A. ACCOUNTING AND APPROPRIATION DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>WBS: RN.20290WN.195000</td>
</tr>
<tr>
<td>Fund: 17XR0680A1</td>
</tr>
<tr>
<td>Cost Center: RR03510000</td>
</tr>
<tr>
<td>Commitment Item: 411C0000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14B. TREASURY ACCOUNT FUNDING SYMBOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>14X0680</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. PROJECT TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Groundwater Reliability Improvement Program (GRIP) Recycled Water Project</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>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</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY: ________________________________________________________________________</td>
</tr>
<tr>
<td>DATE: _____________________________________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robb Whitaker</td>
</tr>
<tr>
<td>General Manager</td>
</tr>
<tr>
<td>562-921-5521</td>
</tr>
</tbody>
</table>

| Additional signatures are attached |

<table>
<thead>
<tr>
<th>17b. NAME OF GRANTS OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diana Blake</td>
</tr>
<tr>
<td>Gants Officer</td>
</tr>
<tr>
<td>702-293-8550</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>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</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY: ______________________________________________________________________</td>
</tr>
<tr>
<td>DATE: _____________________________________________________________________</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

Groundwater Reliability Improvement Program (GRIP) Recycled Water Project ........................................ 4

I. OVERVIEW AND SCHEDULE .................................................................................................................. 4
   1. AUTHORITY ..................................................................................................................................... 4
   2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION ............................................................... 6
   3. BACKGROUND AND OBJECTIVES ............................................................................................ 6
   4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY ..................................................... 6
   5. SCOPE OF WORK AND MILESTONES ....................................................................................... 7
   6. RESPONSIBILITY OF THE PARTIES .......................................................................................... 8
   7. BUDGET ....................................................................................................................................... 9
   8. KEY PERSONNEL ....................................................................................................................... 12
   9. REPORTING REQUIREMENTS AND DISTRIBUTION ............................................................. 14
  10. REGULATORY COMPLIANCE ....................................................................................................... 17

II. RECLAMATION STANDARD TERMS AND CONDITIONS ........................................................................... 18
   1. REGULATIONS ............................................................................................................................ 18
   2. PAYMENT ..................................................................................................................................... 18
   3. PROCUREMENT STANDARDS (2 CFR §200.317 through §200.326) .................................... 23
   4. EQUIPMENT (2 CFR §200.313) .................................................................................................. 32
   5. SUPPLIES (2 CFR §200.314) ....................................................................................................... 35
   6. INSPECTION .................................................................................................................................. 35
   7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501) ............................................................. 35
   8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338) ......................................................... 37
   9. TERMINATION (2 CFR §200.339) ............................................................................................... 37
  10. DEBARMENT AND SUSPENSION (2 CFR §1400) ...................................................................... 38
  11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401) ............................................................... 38
  12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE ............................ 38
  13. COVENANT AGAINST CONTINGENT FEES ............................................................................. 39
  14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15) ............................ 39
  15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18) ............................................................. 41
  16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 et seq.) .............................................................. 42
  17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A) ......................................................................................... 43
  18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING .............................................. 44
  19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A) ................................................................................................................................. 44
  20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) .................................... 47
  21. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APPENDIX XII to 2 CFR Part 200) ................................................................................................................................. 48
Cooperative Agreement
Between
Bureau of Reclamation
And
Water Replenishment District of Southern California
For
Groundwater Reliability Improvement Program (GRIP) Recycled Water Project

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 the Water Replenishment District of Southern California, hereinafter referred to as the “Recipient”, “Grantee,”, or “District”, pursuant to Title XVI of P.L. 102-575, as amended by Section 4009(c) of P.L. 114-322. The following section, provided in full text, authorizes Reclamation to award this financial assistance Agreement:

SEC. 4009. OTHER WATER SUPPLY PROJECTS.

(c) AUTHORIZATION OF NEW WATER RECYCLING AND REUSE PROJECTS—Section 1602 of the Reclamation Wastewater and Groundwater Study and Facilities Act (title XVI of Public Law 102-575; U.S.C. 390h et.seq.) is amended by adding at the end the following new subsections:

“(e) AUTHORIZATION OF NEW WATER RECYCLING AND REUSE PROJECTS.—

“(1) SUBMISSION TO THE SECRETARY.—

“(A) IN GENERAL.—Non-Federal interests may submit proposals for projects eligible to be authorized pursuant to this section in the form of completed feasibility studies to the Secretary.

“(B) ELIGIBLE PROJECTS.—A project shall be considered eligible for consideration under this section if the project reclaims and reuses—

“(i) municipal, industrial, domestic, or agricultural wastewater; or

“(ii) impaired ground or surface waters.

“(C) GUIDELINES.—Within 60 days of the enactment of this Act the Secretary shall issue guidelines for feasibility studies for water recycling and reuse projects to provide sufficient information for the formulation of the studies.

“(2) REVIEW BY THE SECRETARY.—The Secretary shall review each feasibility study received under paragraph (1)(A) for the purpose of—

“(A) determining whether the study, and the process under which the study was developed, each comply with Federal laws and regulations applicable to feasibility studies of water recycling and reuse projects; and

“(B) the project is technically and financially feasible and provides a Federal benefit in accordance with the reclamation laws.
“(3) SUBMISSION TO CONGRESS.—Not later than 180 days after the date of receipt of a feasibility study received under paragraph (1)(A), the Secretary shall submit to the Committee on Energy and Natural Resources of the Senate and the Committee on Natural Resources of the House of Representatives a report that describes—

“(A) the results of the Secretary’s review of the study under paragraph (2), including a determination of whether the project is feasible;

“(B) any recommendations the Secretary may have concerning the plan or design of the project; and

“(C) any conditions the Secretary may require for construction of the project.

“(4) ELIGIBILITY FOR FUNDING.—The non-Federal project sponsor of any project determined by the Secretary to be feasible under paragraph (3)(A) shall be eligible to apply to the Secretary for funding for the Federal share of the costs of planning, designing and constructing the project pursuant to subsection (f).

“(f) COMPETITIVE GRANT PROGRAM FOR THE FUNDING OF WATER RECYCLING AND REUSE PROJECTS.—

“(1) ESTABLISHMENT.—The Secretary shall establish a competitive grant program under which the non-Federal project sponsor of any project determined by the Secretary to be feasible under subsection (e)(3)(A) shall be eligible to apply for funding for the planning, designing, and constructing the project pursuant to subsection (g)(2).

“(2) PRIORITY.—When funding projects under paragraph (1), the Secretary shall give funding priority to projects that meet one or more of the criteria listed in paragraph (3) and are located in an area that—

“(A) has been identified by the United States Drought Monitor as experiencing severe, extreme, or exceptional drought at any time in the 4-year period before such funds are made available; or

“(B) was designated as a disaster area by a State during the 4-year period before such funds are made available.

“(3) CRITERIA.—The project criteria referred to in paragraph (2) are the following:

“(A) Projects that are likely to provide a more reliable water supply for States and local governments.

“(B) Projects that are likely to increase the water management flexibility and reduce impacts on environmental resources from projects operated by Federal and State agencies.

“(C) Projects that are regional in nature.

“(D) Projects with multiple stakeholders.

“(E) Projects that provide multiple benefits, including water supply reliability, eco-system benefits, groundwater management and enhancements, and water quality improvements.

“(g) AUTHORIZATION OF APPROPRIATIONS.—

“(1) There is authorized to be appropriated to the Secretary of the Interior an additional $50,000,000 to remain available until expended.

“(2) Projects can only receive funding if enacted appropriations legislation designates funding to them by name, after the Secretary recommends specific projects for funding pursuant to subsection (f) and transmits such recommendations to the appropriate committees of Congress.”.

The feasibility study for the Groundwater Reliability Improvement Program (GRIP) was formally approved on January 30, 2013. The GRIP was included on the list of eligible Title XVI
projects transmitted to Congress on July 12, 2017. The application for funding for the GRIP submitted by the District in response to Funding Opportunity Announcement No. BOR-DO-17-F028 received one of the highest scores, and was recommended for funding in a letter sent to Congress in November, 2017. Title II of Division D, P.L. 115-141, Consolidated Appropriations Act, 2018, includes a Congressional directive to provide funds to the GRIP, as recommended.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

Section 4009(c) of P.L 114-322 amended Title XVI of P.L. 102-575 to specifically authorize the Secretary of the Interior to provide funds for the design, planning, and construction of water recycling and reuse projects which have a feasibility study which meets the requirements of the Title XVI program, as defined in Directives and Standards WTR 11-01. Funding is provided in accordance with the requirements of Section 4009(c), which requires the successful application under a competitive process and subsequent specific designation by Congress in an appropriations legislation. These conditions have been met. The District will use the funds provided by this Agreement to construct the facilities necessary to implement the GRIP, which will treat recycled water to advanced levels so that it can be recharged into the Central Basin groundwater using existing spreading grounds and new recharge wells. The project will create a new local water supply which will eliminate the need to import 21,000 acre-feet of water per year (AFY) from the Colorado River and/or the Bay-Delta.

3. BACKGROUND AND OBJECTIVES

The District manages two groundwater basins in Los Angeles County, including the Central Basin, to ensure that a reliable supply of high-quality groundwater is available to local water users. The District is responsible for replenishing the groundwater, and currently uses 21,000 AFY of imported water to replenish the Central Basin. The reliability of the imported supply sources is uncertain, and the cost of imported water is expected to increase substantially. The District is implementing the GRIP in order to provide a local water supply to replace the 21,000 AFY of water which would otherwise be imported from the Colorado River and/or the Bay-Delta in northern California by the Metropolitan Water District of Southern California. Facilities to be constructed include: a flow equalization and pumping facility, an advanced water treatment facility, three supplemental recharge wells, three monitoring wells, piping, two connections to the existing recycled water outfall pipeline, and a brine line.

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 $20,000,000.00, of which the initial amount of federal funds available is limited to $4,272,000.00, 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 allocation through a competitive process. If successful, the funds will be provided through written modifications to this Agreement by a Reclamation Grants Officer.

It is recognized and agreed that all costs incurred by Reclamation related to the development and administration of this Agreement are considered part of the total costs of the Project, and therefore the Recipient agrees to provide 75 percent of these costs in accordance with the authorization. These costs include, but are not limited to, salary, overhead, travel, and other costs directly or indirectly related to the Agreement, as determined by Reclamation. Following the completion of each quarter of the fiscal year, Reclamation shall provide the Recipient with a statement of Reclamation’s costs for the previous quarter. The Recipient may request explanations or a review of the costs included in the statement; however, Reclamation’s determination as to the validity of the costs is final. The Recipient’s 75 percent share of Reclamation’s costs will be deducted from payments processed by Reclamation under this Agreement.

5. SCOPE OF WORK AND MILESTONES

This Agreement covers the activities necessary to construct the GRIP which will deliver 21,000 AFY of advanced and tertiary treated recycled water to the existing groundwater recharge basins in the Montebello Forebay.

The GRIP includes the construction of the following facilities:

- A flow equalization and pumping facility located at the advanced water treatment facility (AWTF) site.
- An AWTF consisting of microfiltration, reverse osmosis (RO), and disinfection (ultraviolet light and hydrogen peroxide) treatment processes, which will be located in a 45,000 square foot process building with a second story observation mezzanine.
- A diversion structure on an existing pipeline which conveys tertiary treated water from the San Jose Creek Water Reclamation Plant. This will allow delivery of the tertiary water to the AWTF.
- An additional diversion structure will transfer the advanced treated water back to the same pipeline to allow the blended recycled water to be delivered to the existing Montebello Forebay Spreading Grounds.
- Three supplemental recharge injection wells located near the AWTF that can operate when the capacity of the spreading grounds is limited.
- Three groundwater monitoring wells located near the AWTF.
- An Operations and Learning Center building designed to be an outreach and meeting facility and will serve as a location for administrative offices.
• A pipeline to deliver the RO concentrate from the AWTF to the existing sewer line located on Beverly Boulevard.
• All associated pipelines, operation facilities, and landscaping.

The project schedule is shown below.

<table>
<thead>
<tr>
<th>Milestone / Task / Activity</th>
<th>Planned Start Date</th>
<th>Planned Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Award Construction Management consultant contract</td>
<td>May 2015</td>
<td>December 2018</td>
</tr>
<tr>
<td>2. Award Design-Build Construction contract</td>
<td>June 2016</td>
<td>May 2017</td>
</tr>
<tr>
<td>3. Construction Activities</td>
<td>August 12, 2016</td>
<td>December 31, 2018</td>
</tr>
<tr>
<td>4. Allowable cost period begins</td>
<td>July 12, 2017</td>
<td></td>
</tr>
<tr>
<td>5. Completion of performance testing</td>
<td>December 2018</td>
<td>March 2019</td>
</tr>
<tr>
<td>6. Administrative closeout complete</td>
<td></td>
<td>September 2019</td>
</tr>
</tbody>
</table>

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 The Recipient shall provide copies of all business systems policies and work with Reclamation staff to complete a full Business Systems Review prior to the completion of this agreement.

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 by Reclamation is anticipated during the performance of activities funded under this cooperative Agreement. In support of this Agreement, Reclamation will be responsible for the following:
(a) Provide financial contribution not to exceed the available funding in accordance with Section I.4 (Period of Performance and Funds Availability), or 25 percent of the total project costs for the activities identified in the Scope of Work of this Agreement, whichever is less.

(b) Shall work with the Recipient as necessary to ensure that the Recipient adheres to the specified work plan and meets specified project goals as set forth in this Agreement.

(c) Shall not continue to advance funds nor award subsequent cooperative Agreements to the Recipient for work on the project unless the Recipient is in full compliance with the requirements of the work plan and project goals that are included in this Agreement and has obtained Reclamation concurrence for any deviations therefrom.

(d) Shall provide scientific or administrative advice on the development of the project. Such advice will take into consideration factors such as: (1) the scientific complexities of the project; (2) the Recipient’s progress in meeting project goals; and (3) the Recipient’s ability to meet the proposed time schedule.

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

<table>
<thead>
<tr>
<th>BUDGET ITEM DESCRIPTION</th>
<th>COMPUTATION</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Price/Rate</td>
<td>Unit</td>
</tr>
<tr>
<td>SALARIES AND WAGES</td>
<td>N/A</td>
<td>Subtotal</td>
</tr>
<tr>
<td>FRINGE BENEFITS</td>
<td>N/A</td>
<td>Subtotal</td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>N/A</td>
<td>Subtotal</td>
</tr>
<tr>
<td>SUPPLIES/MATERIALS</td>
<td>N/A</td>
<td>Subtotal</td>
</tr>
<tr>
<td>CONTRACTUAL/CONSTRUCTION</td>
<td>N/A</td>
<td>Subtotal</td>
</tr>
</tbody>
</table>

### J.F. Shea Construction, Inc. Design-Build, Fixed-Price Contract

<table>
<thead>
<tr>
<th></th>
<th>LS</th>
<th>Price/Rate</th>
<th>$ 77,026,100</th>
</tr>
</thead>
<tbody>
<tr>
<td>GHD contract</td>
<td>LS</td>
<td>$ 2,973,900</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>$ 80,000,000</strong></td>
</tr>
</tbody>
</table>

### OTHER - List any other cost elements necessary for your project; such as extra reporting, or contingencies in

| N/A | Subtotal | $ - |

### TOTAL DIRECT COSTS:

| $ 80,000,000 |

### INDIRECT COSTS -

| N/A | 0.00% | percent | $ - |

### TOTAL ESTIMATED PROJECT/ACTIVITY COSTS:

| $ 80,000,000 |

### FUNDING SOURCES

<table>
<thead>
<tr>
<th>FUNDING SOURCES</th>
<th>% TOTAL PROJECT COST</th>
<th>TOTAL COST BY SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECIPIENT FUNDING</td>
<td>86%</td>
<td>$68,478,000</td>
</tr>
<tr>
<td>OTHER NON-FEDERAL FUNDING</td>
<td>9%</td>
<td>$7,250,000</td>
</tr>
<tr>
<td>RECLAMATION FUNDING</td>
<td>5%</td>
<td>$4,272,000</td>
</tr>
<tr>
<td>OTHER FEDERAL FUNDING</td>
<td>0%</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>100%</strong></td>
<td><strong>$80,000,000</strong></td>
</tr>
</tbody>
</table>

### 7.2 Cost Sharing Requirement

At least 75% 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 July 12, 2017, 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. Such costs are only eligible for reimbursement or consideration for inclusion within the recipient’s required share if they are deemed allocable, allowable, and reasonable to the finalized negotiated budget.

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 Requirement”

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, changes to Reclamation Key Personnel, 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:

Esther Valle Rojas
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA, 90712
Phone: 562-275-4259; E-Mail: erojas@wrd.org

8.2 Reclamation’s Key Personnel

8.2.1 Grants Officer (GO):

Diana Blake
Bureau of Reclamation
P.O. Box 61470
Boulder City, Nevada 89006-1470
Phone: 702-293-8550; E-Mail: dmbake@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):

Dennis Wolfe
Bureau of Reclamation
27708 Jefferson Avenue, Suite 202
Temecula, CA 92590
Phone: 951-695-5310; E-Mail: dwolfe@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.

Katherine Calagua
Bureau of Reclamation
P.O. Box 61470
Boulder City, Nevada 89006-1470
Phone: 702-293-8526; E-Mail: kcalagua@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.

<table>
<thead>
<tr>
<th>Required Reports</th>
<th>Interim Reports</th>
<th>Final Report</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Performance Report</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Format</td>
<td>No specific format required. See content requirements within Section 9.3 (2 CFR §200.328) above.</td>
<td>Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR §200.328) above.</td>
</tr>
<tr>
<td>Reporting Frequency</td>
<td>Quarterly</td>
<td>Final Report due upon completion of Agreement’s period of performance</td>
</tr>
<tr>
<td>Reporting Period</td>
<td>For Quarterly Reporting: Federal fiscal quarters ending: December 31, March 31, June 30, and September 30.</td>
<td>Entire period of performance</td>
</tr>
<tr>
<td>Due Date*</td>
<td>Quarterly Reporting: Within 30 days after the end of the Reporting Period.</td>
<td>Within 90 days after the completion date of the Agreement</td>
</tr>
<tr>
<td>First Report Due Date</td>
<td>The first performance report is due for reporting period ending September 30, 2018</td>
<td>N/A</td>
</tr>
<tr>
<td>Submit to:</td>
<td>Grants Officer</td>
<td><a href="mailto:LCFA@usbr.gov">LCFA@usbr.gov</a></td>
</tr>
</tbody>
</table>
### Federal Financial Report

<table>
<thead>
<tr>
<th></th>
<th>SF-425 (all sections must be completed)</th>
<th>SF-425 (all sections must be completed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Frequency</td>
<td>Quarterly</td>
<td>Final Report due upon completion of Agreement’s period of performance</td>
</tr>
<tr>
<td>Reporting Period</td>
<td>For Quarterly Reporting: Federal fiscal quarters ending: December 31, March 31, June 30, and September 30.</td>
<td>Entire period of performance</td>
</tr>
<tr>
<td>Due Date*</td>
<td>Quarterly Reporting: Within 30 days after the end of the Reporting Period.</td>
<td>Within 90 days after the completion date of the Agreement</td>
</tr>
<tr>
<td>First Report Due Date</td>
<td>The first Federal financial report is due for reporting period ending September 30, 2018</td>
<td>N/A</td>
</tr>
<tr>
<td>Submit to:</td>
<td>Grants Officer</td>
<td><a href="mailto:LCFA@usbr.gov">LCFA@usbr.gov</a></td>
</tr>
</tbody>
</table>

* 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.
II. RECLAMATION STANDARD TERMS AND CONDITIONS

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 )


(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, 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 interest 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. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at http://www.fms.treas.gov/asap.

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.

§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.


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.

§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.

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.

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.

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](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](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](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](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](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,
      ...
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).
21. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (APPENDIX XII to 2 CFR Part 200)

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered
upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.
MEMORANDUM
ITEM NO. 7

DATE: JUNE 27, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: ADOPT A RESOLUTION APPROVING AN APPLICATION FOR AND EXECUTION OF A COOPERATIVE AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION (USBR) FOR THE 2018 WATERSMART: TITLE XVI GRANT PROGRAM FOR GRIP

SUMMARY

The United States Bureau of Reclamation (USBR) has released a new funding opportunity under the 2018 WaterSmart Title XVI Grant Program for water recycling projects under the Water Infrastructure Improvements for the Nation Act (WIIN Act). This funding opportunity is subsequent to the 2017 Title XVI Grant Program, of which the District is a recipient and received a $4.3 million grant.

The USBR is making up to $20 million available under this funding opportunity. This funding opportunity is for sponsors of water recycling projects that have completed a Title XVI Feasibility Study that have been reviewed by the USBR, meets all the requirements of USBR’s Manual Release WTR-11-01 and has been transmitted to Congress. The Groundwater Reliability Improvement Program (GRIP) Recycled Water Project meets all of the criteria and is an eligible project.

Applications for the Title XVI grant program are due on July 27, 2018. It is anticipated that the USBR will fund three to six projects, but it will depend on the funding requested. The USBR will provide up to 25% of the total project costs for construction that will be conducted before September 30, 2020. Grant recipients are responsible for 75% of the total project costs. It is expected that potential award recipients will be announced in late October 2018 with grant agreement finalization by January 2019. All projects must be completed by September 2020.
Staff needs to submit an application for the USBR’s 2018 Title XVI Water Reclamation and Reuse Program for the GRIP Recycled Water Project by July 27. Staff is requesting additional funding for the Third Stage Reverse Osmosis equipment and other aspects of the advanced water treatment component of GRIP.

**FISCAL IMPACT**

The District is requesting a $15.7 million grant from the USBR, the District’s cost-share will be the remainder of the project that is financed through Proposition 1 State Revolving Fund.

**STAFF RECOMMENDATION**

The Capital Improvement Project Committee recommends the Board of Directors adopt the Resolution, and approve an application for and execution of a cooperative agreement with the USBR for the 2018 WaterSmart Title XVI grant program for the GRIP Recycled Water Project, subject to approval as to form by District Counsel.
RESOLUTION NO. 18-####

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA APPROVING THE APPLICATION FOR AND EXECUTION OF A COOPERATIVE AGREEMENT WITH THE UNITED STATES BUREAU OF RECLAMATION FOR THE 2018 WATERSMART TITLE XVI WATER RECLAMATION AND REUSE PROJECTS GRANT PROGRAM FOR THE GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) RECYCLED WATER PROJECT

WHEREAS, the Board of Directors of the Water Replenishment District of Southern California (the “Board”), over a decade ago, initiated the Water Independence Now (WIN) program to replace costly imported water with locally produced sources for groundwater replenishment and seawater intrusion barriers; and

WHEREAS, the Board continues of pursue projects through its WIN program to develop local and sustainable sources of water for use in groundwater replenishment activities; and

WHEREAS, the Groundwater Reliability Improvement Program (GRIP) Recycled Water Project is the cornerstone of WIN and when fully operational will replace 100 percent of the imported water purchased for replenishment in the Montebello Forebay with recycled water, thereby “drought proofing” the region; and

WHEREAS, the United States Bureau of Reclamation (Reclamation) has released a new funding opportunity for Title XVI water recycling projects under the Water Infrastructure Improvements for the National Act (P.L. 114-322) also known as the 2018 WaterSmart Title XVI Grant Program; and

WHEREAS, the 2018 WaterSmart Title XVI Grant Program is for sponsors of water recycling projects that have completed a Title XVI Feasibility Study that has been reviewed by Reclamation, meet all the requirements of Reclamation Manual Release WTR 11-01, and have been transmitted to Congress by Reclamation; and

WHEREAS, the GRIP Recycled Water Project meets all of the criteria required to be eligible for the 2018 WaterSmart Title XVI Grant Program and desires to submit an application for consideration.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Water Replenishment District of Southern California, as follows:

1. Approves the filing of an Application for the United States Bureau of Reclamation’s 2018 WaterSmart: Title XVI grant program for the GRIP Recycled Water Project.
2. If selected as a grant recipient, staff will work with Reclamation to prepare the necessary materials needed to enter into a cooperative agreement and to meet deadlines established for entering into a cooperative agreement.

3. The Water Replenishment District of Southern California will fund at least 75 percent of the project costs.

4. Appoints the General Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, for the United States Bureau of Reclamation’s 2018 WaterSmart: Title XVI grant program.

PASSED AND ADOPTED by the Board of Directors of the Water Replenishment District of Southern California this 18th day of July 2018 by the following vote:

Ayes _____
Noes _____
Absent _____

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

__________________________________________
John D.S. Allen, President

ATTEST:

__________________________________________
Willard H. Murray, Jr., Secretary

DATE

APPROVED AS TO FORM:

__________________________________________
H. Francisco Leal
Interim District Counsel
MEMORANDUM
ITEM NO. 8

DATE: JUNE 27, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: ALBERT ROBLES CENTER (ARC) DESIGN-BUILD PROJECT PROGRESS REPORT

SUMMARY
The Albert Robles Center (ARC) project schedule includes numerous critical path milestones that must be managed and attained to meet the overall CY2018 project completion objective. Design and construction related activities commenced starting in July 2016. District staff will provide a regular verbal progress report to the CIP Committee.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee receive and file the report.
DATE: JUNE 27, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE

SUMMARY

The Albert Robles Center (ARC) Outreach Programs update will be provided at the meeting.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

For discussion and possible action.
DATE: JUNE 27, 2018

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: DEPARTMENT REPORT

SUMMARY

Staff will report any significant department activities that are not agendized and require no action on the part of the Committee.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Capital Improvement Projects (CIP) Committee receive and file the report.