

DEPARTMENT OF WATER RESOURCES



Division of Engineering
Architectural and Engineering Contract Program
715 P Street 4th Floor
Sacramento, CA 95814

REQUEST FOR QUALIFICATIONS NO. 10219665
Construction Project Management Services to Support Salton Sea SCH Project – CPMS

TO ALL PROSPECTIVE APPLICANTS

June 5, 2026

The Department of Water Resources (DWR), Division of Engineering, invites qualified firms to submit a Statement of Qualification (SOQ). The contractor will provide expert technical advice and consultation in the areas of construction management and contract administration, inspection, project management and other CPMS related engineering and management services for the Salton Sea Species Conservation Habitat (SCH) Design-Build Project at the New River.

The specific work and deliverables are identified in Exhibit A, Description of Services, and will support the Division of Engineering.

This package contains Request for Qualifications (RFQ) No. 10219665. In submitting your SOQ you will comply with the instructions found herein. **The SOQ must be received by 2:00 p.m. on June 26, 2026, at the address indicated in Section XI, Submission of SOQs of the enclosed RFQ.**

The services to be provided may require that work be done independently or partnered with other DWR employees but always at the direction of the DWR.

The estimated length term for this agreement is September 21, 2026 through September 20, 2029 (three years) with the option of up to two one-year amendments (see Exhibit E, No. 21 - Multiple Years Option(s)).

DWR reserves the right to cancel or modify this RFQ up to the date and time the SOQ is due and to waive immaterial deviations with any of the SOQs. Additionally, DWR is not responsible for any preparation costs incurred by firms submitting an SOQ.

A copy of the State of California's (State) General Terms and Conditions, Special Terms and Conditions for Department of Water Resources (Architectural and Engineering), and Additional Provisions (Exhibits C, D and E) are provided in this RFQ. These terms and conditions are **NON-NEGOTIABLE**. Any questions regarding these, or any other, terms and conditions **MUST** be addressed in writing during the question-and-answer period.

The Contractor Certification Clauses (available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo>), contain terms and conditions that may apply to person(s) doing business with the State, and that may apply to your agreement. If awarded the contract, you must sign and return Page One of the CCC 04/2017 prior to award. The Certification must be renewed every three years and will be updated when the State makes revisions to the clauses.

Please see instructions in Section V of the enclosed RFQ on how to submit questions regarding services to be performed or submission requirements.

ATTENTION: SIGNIFICANT UPDATES TO THE REQUEST FOR QUALIFICATIONS (RFQ) PROCESS ARE IDENTIFIED ON THIS COVER LETTER AND DESCRIBED FURTHER IN THE ATTACHED RFQ. THIS RFQ CONTAINS REVISED LANGUAGE AND A NEW FORMAT. PLEASE READ IN ITS ENTIRETY.

DUE TO NEW NEGOTIATION REQUIREMENTS, PARTICIPATION IN THIS SOLICITATION REQUIRES MANDATORY ATTENDANCE OF THE PRE-SOQ CONFERENCE.

PLEASE NOTE THE FOLLOWING CHANGES:

1. A mandatory virtual pre-SOQ Conference specific to the new negotiations process will be held as stated in Section V - Mandatory Pre-SOQ Conference. Also in RFQ Section V, directions are given for the Question and Answer period for non-negotiation related RFQ questions.
2. Section IX - Negotiation Process, is a new section, which describes the updated negotiations process for DWR for Architectural & Engineering (A&E) contracts.
 - a. Negotiations will be based on a Firm's (including subcontractor(s)) true and actual cost.
 - b. Negotiations will now require submission of company policies on how they compensate their employees.
3. Section XVII – Generative Artificial Intelligence (GenAI) Disclosure, which describes the new GenAI disclosure requirements when submitting a Statement of Qualifications.
4. Generative Artificial Intelligence (GenAI) Disclosure (DWR 9834) – this is a new form required to be filled out and provided when submitting a Statement of Qualifications.
5. Exhibit D, No. 16 – Generative AI Disclosure Obligations (GenAI disclosure requirements). This is a new clause that identifies contractual requirements involving GEN AI use and reporting of such use.
6. Exhibit E, No. 12 - Substitutions of Personnel, contains revisions.
7. The following Exhibit E clauses are now published as part of the RFQ and are no longer negotiable items:
 - a. Exhibit E, No. 2 - Reimbursement Clause. The process of how to request short term excess lodging is now incorporated into this clause. ***NOTE:** Effective October 1, 2024, the State has adopted the federal standard and non-standard reimbursement lodging rates, as well as rates for Meals and Incidental Expenses. Please click on the link within the Reimbursement Clause to view the new Federal reimbursement rates.
 - b. Exhibit, E, No. 18 - Profit (identifies published profit that will be calculated into fully loaded hourly rates).

- c. Exhibit E, No. 19 - Escalation (identifies how escalation will be addressed).
 - d. Exhibit E, No. 20 - Mark-up (for subcontractor and other direct costs).
 - e. Exhibit E, No. 21 - Multiple year option(s) (identifies options to amend for additional years).
- 8. Exhibit E, No. 22 - Other Contracts with Similar Services.
 - 9. Exhibit E, No. 23 – Used of Small Unmanned Aircraft Systems

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I. Authority

The Department of Water Resources (DWR) is authorized to contract with qualified firms, as described in [Government Code Section 4525\(a\)](#), for the services listed in Government Code Section 4525(d), 4525(e), and 4525(f).

- A. [California Public Contract Code § 6106](#)
- B. [Regulations adopted pursuant to Government Code Section 4526:](#)
- C. [California Code of Regulations Title 23, Division 2, Chapter 1.7, Sections 380 through 391](#)

II. Definitions For Purposes of this Solicitation

- A. “DWR” means the Department of Water Resources.
- B. The term “architectural and engineering (hereafter “A&E”) services” shall include all architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including permitting and environmental studies, rights-of-way services, design phase services, construction phase services, public outreach and meeting facilitation related to the foregoing. “A&E services” shall not include legal services rendered to the Department, provided that nothing in these regulations shall prevent an A&E contractor from consulting legal counsel and including the fees as part of its reasonable overhead. (23 CCR § 381)
- C. “Firm” means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the professions of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management. (23 CCR § 381)
- D. “Submitter” means any individual, firm, partnership, corporation, association, or other legal entity that submits an SOQ to DWR in response to a Request for Qualifications.
- E. “Bidder/Offeror” means Submitter.
- F. For information regarding “subcontractors” or “subcontracting”, please reference Exhibit D, No. 5 – Potential Subcontractors and Exhibit D, No. 6 – Subcontractors.
- G. Key Personnel are individual(s) who are expected to perform key roles to meet contract requirements, including subcontractors. The Key Personnel composition shall be representative of the categories identified in **Section VII, Selection Criteria**. Key Personnel are expected to be utilized throughout the life of the contract(s) that result(s) from the RFQ. The Firm is required to identify the key personnel in their organization chart (see **Section VI**,

Statement of Qualifications (SOQ) Requirements) with a symbol (i.e. such as a star or picture of a key).

- H. Agreement also means Contract.
- I. “RFQ” is an acronym for Request for Qualifications, the solicitation document used to request a Statement of Qualifications of firms that perform A&E services (23 CCR § 381).
- J. “SOQ” is an acronym for Statement of Qualifications, the response to an RFQ or annual announcement submitted by firms that perform A&E services (23 CCR § 381).

III. **Background**

The Salton Sea is a desert lake that extends from the Coachella Valley into the Imperial Valley. It is 35 miles long and 15 miles wide. Though saltier than the ocean, the Sea supports an abundance of fish, a food source for millions of migratory birds on the Pacific Flyway. Over the last several decades, water levels at the Salton Sea have declined and salinity concentrations have increased.

IV. **Purpose**

The Department of Water Resources (DWR) is in contract with a design-build entity for the Salton Sea Species Conservation Habitat (SCH) project. The ongoing SCH project has included the design and construction of an extensive network of earthen berms, a pumping plant, intake and diversion structure, interception ditches, and appurtenant features; all which will culminate in approximately 9,500 acres of adaptively managed habitat ponds. Work under the design-build contract continues, including berm construction, commissioning, pond-filling, and various other work leading toward operational readiness of the project at the end of 2028. The Contractor will assist DWR by providing construction project management services and other pertinent activities related to the SCH Design-Build Project.

Please see Exhibit A, Scope of Work, for a description of services.

V. Mandatory Pre-SOQ Conference:

Virtual Meeting Information
Thursday, June 18, 2026, at 2:00 PM

Microsoft Teams Meeting

Join: <https://teams.microsoft.com/meet/236963458166025?p=S3atqxpXBH7AsKJNWB>

Meeting ID: 236 963 458 166 025

Passcode: mY3TN2r8

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 916-573-2034,,297834542#](#) United States, Sacramento

[Find a local number](#)

Phone conference ID: 297 834 542#

Prospective firms attending this mandatory pre-SOQ conference will receive information specific to the new negotiations process. At the time of selection, the most qualified firm will be instructed to submit their financial documents and rate sheet per **Section IX.**

Negotiations. The negotiations process will be discussed in further detail during the pre-SOQ Submittal Conference.

In the event a prospective firm is unable to attend the mandatory negotiation question and answer meeting, an authorized representative may attend on the prospective firm's behalf. The representative may sign-in for only one (1) firm.

Two Phase Question and Answer Period

<u>General RFQ Questions and Answers</u>	Mandatory Pre-SOQ Conference
Questions must be submitted in writing via email by 2:00 PM on June 16, 2026, to David Barber at David.Barber@water.ca.gov. Answers regarding general RFQ questions will be provided via information letter/addendum on Tuesday, June 23, 2026.	There will be a mandatory, virtual, negotiation question and answer meeting held on Thursday, June 18, 2026. Negotiation follow-up questions must be submitted in writing via email by 5:00 PM on June 18, 2026 to David Barber at David.Barber@water.ca.gov. <u>No SOQ will be accepted unless Firm attends the mandatory Pre-SOQ Conference meeting.</u> At the Mandatory Pre-SOQ Conference all attendees will be required to identify their name, name of firm they represent, telephone number and email address. Answers regarding Negotiations, Scope of Work and general RFQ questions will be provided via information letter/addendum on Tuesday, June 23, 2026.

Please note this **mandatory pre-SOQ conference** negotiation may not be recorded.

VI. Statement of Qualification (SOQ) Requirements

- A. The SOQ should contain, at minimum, information for an objective evaluation of the Firm's qualifications as it relates to Part VI, Selection Criteria. Please limit your SOQ to a maximum of 50 pages excluding cover letters, resumes, and licenses. Materials such as SOQ Checklist, Potential Qualified Firms – Certification Sheet, References, Conflict of Interest Statement, Certification Regarding Lobbying (See Exhibit FEMA), Table of Contents, Cover Sheets, tabs and dividers do not count towards the 50 pages. SOQs must be tabbed and labeled consistent with the below sections and contain the following information:

1. Introduction of Firm's Team

- a. Legal name and corresponding address of Firm, as written in the Potential Qualified Firms - Certification Sheet (see page 21).
- b. Firm's Point of Contact.
 - i. Name, Title, Name of Firm, Telephone Number and E-mail Address. Provide contact information for a representative of the firm that DWR can contact for additional information.
- c. Complete this section for the Firm and all subcontractors.
 - i. Firm Name and address, including subcontractor(s) names and addresses. If a firm has branch offices, indicate each individual branch that will have a key role on the team.
 - ii. Describe the organization of the Firm's team, including identifying the Principal Team Members and Key Personnel and each of their roles and responsibilities as it relates to the services found in Exhibit A, Scope of Work.
 - iii. Organizational Chart. The Firm is required to identify principal team members and key personnel, including subcontractor(s), in their organizational chart with a symbol (e.g. such as a star or a key). Limited to (2) pages folded to 8-1/2" x 11", not to exceed 11" x 17".
 - iv. Staff Availability. The Firm will provide a table or a graph (bar chart, pie chart, etc.) showing the percentage of staff availability of the team proposed to work on the contract.

2. Qualifications of Firm's Personnel (Includes Subcontractors)

- a. Describe the education and experience of the Key Personnel corresponding with **Section VII - Selection Criteria**, Paragraph A.
- b. Provide resumes of all Key Personnel on organizational chart and expected to be utilized. List no more than (5) per resume, not to exceed (2) pages. For each example project listed in the resumes, include the length of time spent on each project (month/year to month/year).

All proposed personnel to be utilized will be grouped by Firm. Personnel resumes shall be arranged by classification and numbered for each individual firm.

c. Provide copies of valid profession license(s):

- i. Registered Mechanical Engineer
- ii. Registered Structural Engineer
- iii. Registered Electrical Engineer

3. Firm's Team Project Experience

- a. Provide three (3) example projects that best illustrate the Firm's competencies and qualifications as they relate to the services found in Exhibit A, Scope of Work. At least one (1) of the projects must be non-DWR. Provide brief project descriptions and current client contact information for verification (this is in addition to references required in **Section VI, Statement of Qualification (SOQ) Requirements, References**). The example projects, which best illustrate the proposed team's competencies and qualifications for the contract, will represent services performed by individuals from the Firm, including subcontractors, available to do the work and listed on the Organizational Chart.

4. Certification Sheets

- a. Provide the Potential Qualifying Firms Certification Sheet (see page 21) signed by an individual who is authorized to bind the firm contractually. The signature must indicate the title or position that the individual holds in the firm. The Certification Sheet must be returned in the SOQ package. An SOQ will be rejected if the certification sheet is unsigned or omitted.
- b. Generative Artificial Intelligence (GenAI) Disclosure (DWR 9834) – Provide this this signed form to notify the State in writing if the Submitter's solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors.
- c. The Certificate Regarding Lobbying (see Exhibit FEMA, page 5 of 7) must be signed by the Contractor's authorized official. The name and title of the Contractor's authorized official signing the Certification must be identified. The Certification must be returned in the SOQ package. An SOQ will be rejected if the certification is unsigned or omitted.

5. References

- a. Provide three (3) references for similar types of services within the last five (5) years. At a minimum, complete References Form on page 23. At least one of the provided references must be non-DWR.

6. Conflict of Interest Statement

- a. Firm will identify any of the conditions listed in and state their ability to meet the terms and conditions addressed in Exhibit D – Conflict of Interest, and Exhibit E, Political Reform Act.

VII. Selection Criteria

- A. Each Firm's SOQ for this proposed contract service will be evaluated and scored in accordance with the below selection criteria. These criteria will also be used during the interview process.
 1. Professional qualifications, demonstrated competence, training, education, and experience of the Firm in relation to the work to be performed, including appropriate licenses. Each SOQ should clearly delineate and address the firm's relevant experience and how that experience fulfills the requirements of the work.
 2. The breadth and length of relevant professional experience of the principal team members to be assigned to the project, including relevant licenses.
 3. The breadth and length of relevant professional experience and training of key personnel as related to the tasks described in Exhibit A, Scope of Work.
 4. Proven reliability, continuity, and length of employment of all applicants' and subcontractors' key personnel.
 5. Applicant's workload and demonstrated ability to meet DWR's potential needs, including ability to adequately service multiple projects concurrently.
 6. Location of applicant's office(s) for project coordination and services.

VIII. Evaluation Process

- A. After the SOQ submittal date and time, each SOQ will be checked for the presence or absence of required information in conformance with **Section VI, Statement of Qualification (SOQ) Requirements**. If any required information is absent, the SOQ may be rejected. DWR reserves the right to cancel or modify this RFQ up to the date and time the SOQ is due and to waive immaterial deviations with any of the SOQs.
- B. A panel of DWR personnel will evaluate the SOQs in accordance with the published Selection Criteria in this RFQ. All submitted SOQ's will be scored by the panel. Separate interviews will then be held with at least three of the firms deemed to be the most highly qualified to provide the needed services or with all firms if less than three apply. If any presentations are required to be made, the presentation's cost will be the responsibility of the Firm. No reimbursement will be made by DWR.
- C. Once the most qualified has been selected by the DWR panel, DWR will notify that

respective Firm.

IX. Negotiations

- A. The DWR negotiation process will be based on: Firm's actual cost with a fixed profit rate that has been established by DWR. See Exhibit E, Additional Provisions for the published profit rate, the annual escalation for the hourly billing rates, and subcontractor mark-up for this contract.
- B. At time of selection, the most qualified firm will be instructed to submit their financial documents and rate sheet. The Firm's submission must be electronic and must be submitted no later than five (5) business days after notification of selection or otherwise determined by DWR. Financial documents will include resumes for all personnel; true and actual payroll records; financial records that support fringe benefits, overhead costs, and general administration; documentation or records that support costs incurred by utilizing subcontractors; historical and true records of other direct cost charges; and compensation policies. Compensation policies will include shift differential policies, holiday policies, and how the Firm's personnel and subcontractor personnel receive compensation for overtime (hours worked over an established work week). The specific financial documents and format of the rate sheet will be identified during the Mandatory Pre-SOQ Conference (see Section V) and when the most qualified firm gets notified of selection. The prime Firm will be responsible for submitting the complete financial documents for their personnel, including any subcontractors. Submissions of the Firm's rate sheet must be provided electronically to DWR on a Microsoft Excel spreadsheet titled **RFQ No. 10219665 followed by the name of the Firm as it appears on SOQ**. Failure to submit a complete financial documents package or rate sheet may result in termination of negotiations.
- C. After the financial documents and rate sheet have been received, DWR will begin to review the documentation to ensure the documents are complete and requested reimbursement is appropriate. Discussions with the most qualified applicant regarding the submitted financial documents, rate sheet, and resumes will occur after DWR's review in order to determine a cost that is fair and reasonable to the State. Any missing documentation or comments from DWR will need to be resolved timely; see **Section XII, Time Schedule**. If DWR is unable to successfully negotiate a cost agreement with the most qualified Firm, negotiations will begin with the next most qualified Firm, and so on. If DWR is unable to negotiate a fair and reasonable cost with any Firm, DWR may elect not to award the contract and may elect to proceed with a new solicitation.
- D. Unsuccessful Firm's will be notified by DWR following award of the contract.
- E. Nothing in this RFQ shall require DWR to award a contract.

X. SOQ Conditions

In addition to Section VII, **Selection Criteria** and Section VIII, **Evaluation Process**, the following SOQ conditions apply:

- A. Firms must keep the interview selection, interview content, most qualified selection,

and contract negotiations confidential until the contract is awarded.

- B. Evaluations will be available for public inspection at the conclusion of the selection and award process under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- C. DWR considers confidential financial information provided by firms as a part of negotiations to not be subject to the Public Records Act.
- D. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal a Statement of Qualifications (SOQ), Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's SOQ any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

XI. Submission of SOQs

- A. One text readable pdf copy of the SOQ must be emailed to David Barber at David.Barber@water.ca.gov.

Alternative options of SOQ submission is to mail, overnight, or hand deliver (hand deliver by appointment only) the text readable pdf copy of the SOQ on a USB Flash Drive to the following addresses:

Mail:

Department of Water Resources
Division of Engineering
Attention: David Barber
P. O. Box 942836
Sacramento, CA 94236-0001
Phone: 916-398-1571

Overnight or Hand Delivery:

Department of Water Resources
Division of Engineering
Attention: David Barber
715 P Street, 4th Floor
Sacramento, CA 95814
Phone: 916-398-1571

- B. The SOQs must be received by 2:00 PM on June 26, 2026. Envelopes should be clearly labeled: **"Statement of Qualifications, No. 10219665. SOQs WILL NOT BE OPENED UNTIL Friday, June 26, 2026."** SOQs received after the due date and time will be returned unopened to the submitting party.
- C. DWR is not responsible for any costs incurred by the Firms' for preparation of SOQs.
- D. All materials (except brochures) submitted in response to this RFQ shall become State property and will not be returned. Brochures of non-selected Firm's may be picked up where they were submitted after award has been made.

- E. An SOQ may be rejected if it is conditional or incomplete, or if it contains any proposed alternate terms, alterations of form, or other irregularities of any kind. The State may reject all SOQs and may cancel or modify this RFQ up to the date the SOQ is due. DWR reserves the right to reject all SOQs.
- F. Before the SOQ submission deadline, a Firm may withdraw its SOQ by submitting a written withdrawal request to the State, signed by the Firm or an agent authorized in accordance with the preceding paragraph. A Firm may thereafter submit a new SOQ prior to the SOQ submission deadline. SOQs may not be revised without good cause and DWR's consent subsequent to SOQ submission deadline.
- G. DWR may modify the RFQ prior to the date fixed for submission of SOQs by the issuance of an addendum posted to California State Contracts Register via Cal eProcure (FI\$Cal).
- H. Firms are cautioned not to rely on DWR, during the evaluation, to discover and report any defects and errors in the submitted documents. Firms, before submitting their documents, should carefully proof them for errors and adherence to the RFQ requirements. DWR may, but is not required to, waive minor deviations from submission requirements.

XII. Time Schedule*

A.	RFQ published	CSCR	<u>6/5/2026</u>
	Integrated Marketing Systems		<u>6/5/2026</u>
B.	SOW and General RFQ Questions Deadline		<u>6/16/2026</u>
C.	Mandatory Pre-SOQ Conference		<u>6/18/2026 at 2:00 PM</u>
D.	Answers Deadline		<u>6/23/2026</u>
E.	SOQ Submission Deadline		<u>6/26/2026 at 2:00 PM</u>

DWR will make every effort to commit to the dates listed below. DWR expects the same commitment from firms. If a firm is not able to meet the timelines listed below F – M, DWR may opt to begin negotiations with the next most qualified firm. DWR reserves the right to change the dates:

F.	Interview Dates (estimated dates)	<u>7/14/26 -7/28/26</u>
G.	Most qualified Firm is selected and request of Financial Documents and Rate Sheet (estimated date)	<u>7/29/26</u>
	**Start of Negotiations	
H.	Submission of Financial Documents and Rate Sheet Due (estimated date, 5 days after selection)	<u>8/5/2026</u>
I.	DWR Completes Review of Financial Documents	

	and Rate Sheet; DWR Provides Comments and Requests Missing Information (estimated date)	<u>8/14/2026</u>
J.	Submission of resumes for all staff, if needed (estimated date, 3 days after DWR completes review)	<u>8/19/2026</u>
K.	Submission of requested documentation necessary to complete negotiations (estimated date, 3 days after DWR completes review)	<u>8/26/2026</u>
L.	Completion date for final Rate Sheet (estimated date)	<u>8/26/2026</u>
M.	Completion date for contract negotiations (estimated date)	<u>8/26/2026</u>
N.	Contract approval (estimated date)	<u>9/21/2026</u>

****Negotiation Workshop:** After the most qualified is determined and financial documentation has been received, DWR will start rate negotiations. A negotiation workshop may be held if necessary to complete the negotiation process.

XIII. Contract Obligations

- A. The following documents, when completed and approved, along with the resume(s) will comprise the contract (sample contract starting on page 25):
 - 1. A Standard Agreement (STD. 213).
 - 2. Scope of Work in Exhibit A and any corresponding attachments.
 - 3. Budget Detail and Payment Provisions in Exhibit B and any corresponding attachments.
 - 4. General Terms and Conditions in Exhibit C.
 - 5. Special Terms and Conditions for the Department of Water Resources in Exhibit D and any corresponding attachments.
 - 6. Additional Provisions listed in Exhibit E and any corresponding attachments.
 - 7. Required Provisions Under Code of Federal Regulations in Exhibit FEMA.
- B. The following documents are not exhibits, but are required prior to award of contract:
 - 1. Contractor Certification Clause (CCC 04/2017)
 - 2. Payee Data Record (Std. 204)
 - 3. Insurance certificates and endorsements as stated in Exhibit E.

XIV. Disabled Veteran Business Enterprise (DVBE) Requirement

- A. Firms are strongly encouraged to provide certification of Disabled Veterans Business Enterprise (DVBE) status. DVBE certification may be obtained from the Department of General Services, Office of Small Business and DVBE Services (OSDS), and should be attached to the SOQ if DVBE status is claimed. DVBE participation is not required and in no way affects the selection process criteria for this contract.
- B. For additional DVBE information DWR encourages you to work with and contact Joanne Arcilla, Small Business and DVBE Program Manager at (916) 707-4593 or via email at SB.DVBE@water.ca.gov.

XV. Small Business (SB) Program

- A. Government Code 14838.1 mandates that Department contracts financed with proceeds from Proposition 1E, *“Disaster Preparedness and Flood Protection Act of 2006”* and Proposition 84, *“California Safe Drinking Water, Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006”* establish a 25 percent Small Business participation 25% goal. DWR has determined that services outlined within this solicitation include opportunities for Prime Firm - Small Business partnerships. This goal is achieved through contract awards made directly to the Small Business community or through subcontracted partnerships between Prime firms and California certified small businesses. DWR strongly encourages Prime Firms to partner with California certified Small Businesses in response to this solicitation. Firms that include California certified small businesses as an initial team member, or those which are added subsequent to contract execution through the amendment or task order process, are required to identify the Small Business firm status of each firm as appropriate and will be required to report expenditures made to these business concerns. This will allow DWR to track, tabulate and report overall expenditures made in the Small Business sector as required by the Department of General Services.
- B. For additional DVBE information DWR encourages you to work with and contact Joanne Arcilla, Small Business and DVBE Program Manager at (916) 707-4593 or via email at SB.DVBE@water.ca.gov.

XVI. Department of Industrial Relations Registration of Contractors and Prevailing Wage Monitoring and Enforcement

- A. In addition to complying with other applicable laws, effective for all submissions of Statement of Qualifications (SOQs), that include public works, received on or after March 1, 2015, each Firm submitting an SOQ for such contract work must be a Department of Industrial Relations Registered Contractor pursuant to Labor Code Section 1725.5 (“DIR registered contractor”). A Firm that is not a DIR registered contractor when submitting an SOQ for the contract work is deemed “not qualified.” Pursuant to Labor Code Section 1725.5, all subcontractors performing public works shall also be DIR registered contractors.

- B. Effective for contracts that include public works awarded on or after April 1, 2015, all awarded prime contractors, and all subcontractors of any tier, performing public works shall be DIR registered contractors. Also, all such contractors and subcontractors must furnish electronic certified payroll records, for work that is considered “public works” under Labor Code Sections 1720 et seq., directly to the Labor Commissioner (of the Division of Labor Standards Enforcement). The contracts are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

XVII. Generative Artificial Intelligence (GenAI) Disclosure

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
- B. Submitters must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties or subcontractors, to complete all or a portion of any deliverable. Such notice will be provided by submitters following Section VI – Statement of Qualification Requirements.
- C. Failure to disclose GenAI to the State may result in disqualification of the Submitter and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure. Upon receipt of a Submitter GenAI Disclosure, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject Submitters that present an unacceptable level of risk to the State.

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification***I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.***NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency**

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE**UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

SOQ CHECKLIST

Please submit the following items in your SOQ in the order listed below. Additionally, the SOQ will not be considered responsive unless the following documents are included in your SOQ Submission. DWR reserves the right to waive immaterial deviations:

- ☐ Section 1 – Introduction of Firm’s Team
 - ☐ Legal name and corresponding address of Firm
 - ☐ Name, title, address, telephone number, and email address of person DWR can contact concerning the Firm’s SOQ.
 - ☐ Proposed Team, including legal names, list of office address(es), description of organization of Firm’s team, Organization Chart of Firm’s team, percentage of availability.
- ☐ Section 2 – Qualification of Firm’s Key Personnel
 - ☐ Education and experience of Key Personnel
 - ☐ Resumes of all Key Personnel
 - ☐ Copies of valid professional mechanical, structural, and electrical engineering licenses
- ☐ Section 3 – Firm Project Experience
 - ☐ 3 projects provided to illustrate Firm’s competencies and qualifications.
- ☐ Section 4 – Certification Sheets
 - ☐ Potential Qualified Firms Certification Sheet **(signed by Firm’s authorized individual)**
 - ☐ Generative Artificial Intelligence (GenAI) Disclosure (DWR 9834) **(signed by Firm’s authorized individual)**
 - ☐ Certification Regarding Lobbying (Page 5 of Exhibit FEMA) **(Signed by Firm’s authorized individual)**
- ☐ Section 5 – References
 - ☐ Provide three (3) references for similar types of services within the last five (5) years. At least one (1) of the references provided must be non-DWR.
- ☐ Section 6 - Conflict of Interest Statement that identifies any of the conditions listed in and states the Firm’s ability to meet the terms and conditions addressed in Exhibit D – Conflict of Interest, and Exhibit E, Political Reform Act.
- ☐ One text readable digital (pdf) copy of the SOQ emailed, or one text readable digital (pdf) copy on a USB Flash Drive of the SOQ mailed, overnighted, or hand delivered.

Please return a completed copy of this checklist with your SOQ.

POTENTIAL QUALIFIED FIRMS - CERTIFICATION SHEET
Construction Project Management Services – RFQ No. 10219665

This Potential Qualification Firms – Certification Sheet must be signed and returned along with all the required documents, as indicated in Section VI, Statement of Qualification (SOQ) Requirements. The SOQ must be transmitted in a sealed envelope in accordance with all SOQ instructions.

- A. **Your all-inclusive SOQ is submitted as follows:**
- B. All Attachments follow behind this cover letter. **(See SOQ Checklist)**
- C. Your signature affixed hereon and dated certifies that you have complied with all the requirements of this RFQ document. Your signature authorizes the verification of this certification.

>>> AN INCOMPLETE OR UNSIGNED SOQ WILL BE CAUSE FOR REJECTION <<<

1. Company Legal Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractors' State License Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications
12. Authorized Individual's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as: a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "YES." Date application was submitted to OSDS, if an application is pending: _____		

(SEE NEXT PAGE FOR EXPLANATIONS ON POTENTIAL QUALIFIED FIRMS CERTIFICATION SHEET)

**EXPLANATION OF ITEMS ON POTENTIAL QUALIFIED FIRMS
CERTIFICATION SHEET**

The Potential Qualified Firms – Certification Sheet on page 21 will be completed and submitted in accordance with the SOQ requirements. An authorized individual's signature on this document certifies that the Firm complied with all the RFQ requirements.

(1), (2), (2a), and (3) are self-explanatory.

- (4) A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
- (5) A partnership is a voluntary agreement between two or more competent persons, as co-owners, to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them.
- (6) A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
- (7) (If applicable) The Federal Employer Identification Number will need to be provided and will be used for company identification and verification of tax compliance.
- (8) (If applicable) The California Corporation Number will need to be provided and will be used to check if the corporation is in good standing with the State of California.
- (9) (If applicable) A Contractors' State License Board Number will be provided and used for verification of Contractor's license for Public Works Agreements.
- (10) (If applicable) A Public Utilities Commission (PUC) license for Public Works Agreements will be provided and used for verification.
- (11) Complete by indicating the type of license and/or certification for services described.
- (12), (13), (14), and (15) are self-explanatory.
- (16) Identify if Firm is a certified Small Business Enterprise (a) or Disabled Veteran Business Enterprise (b). If Firm is either a Small Business Enterprise or Disabled Veteran Business Enterprise, the Firm's certification number will need to be provided or when the application to the Department of General Services, Office of Small Business and DVBE Services (OSDS) was submitted.

REFERENCES

Provide three (3) references of similar types of services performed within the last five (5) years.
At least one (1) should be non-DWR.

Name of Firm:		Telephone Number:	
Name of Contact:			
Street Address:		City:	State: Zip Code:
Year Service Performed:			
Service:			

Name of Firm:		Telephone Number:	
Name of Contact:			
Street Address:		City:	State: Zip Code:
Year Service Performed:			
Service:			

Name of Firm:		Telephone Number:	
Name of Contact:			
Street Address:		City:	State: Zip Code:
Year Service Performed:			
Service:			

Generative Artificial Intelligence (GenAI) Disclosure

Bidder/Offer Information		
Solicitation/Contract number		Bidder ID/Vendor ID (optional)
Business Name		Business Telephone Number
Address		City/State/Zip
Description of purchase or service		
Does the purchase or service include GenAI?		
☐ Yes ☐ No (if no, skip to the signature section of the form.)		
GenAI Description		
1. What is the application and/or product name?		
2. What is the model and version of the product?		
3. What is the license tier of the GenAI product, if applicable (free, enterprise, platinum, etc.)?		
4. How is the GenAI solution delivered: IaaS, PaaS, SaaS, or will it be deployed on-premises?		
Approval		
By signing this document, I have identified and reported any GenAI use in the performance of this contract.		
Name	Signature	Date

	AGREEMENT NUMBER
	REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	pages
Exhibit B – Budget Detail and Payment Provisions	pages
Exhibit C – General Terms and Conditions	pages
Exhibit D – Special Terms and Conditions for DWR (Over \$5,000 Standard Payable), DWR 9544 (Rev 9/06)	pages
Exhibit E – Additional Provisions	pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
DGS Approval not required per Public Contract Code 10335 (a)		

ARCHITECTURAL & ENGINEERING CONTRACTS
Department of Water Resources / Division of Engineering /
Construction Branch

SCOPE OF WORK

**Construction Project Management Services (CPMS) for the Salton Sea Species
Conservation Habitat Project**

I. LOCATION OF WORK

The work will be performed at the New River on the south end of the Salton Sea in Imperial County.

II. DESCRIPTION OF SERVICES

The Contractor will provide the Department of Water Resources (DWR), Division of Engineering (DOE), Construction Branch on an as-needed and as-directed basis, Construction Project Management Services (CPMS) in the areas of construction management and contract administration, inspection, permitting assistance and compliance obligations, environmental services to support compliance with environmental laws and regulations, and other CPMS related engineering and management services for the Salton Sea SCH Design-Build Project at the New River.

Contractor will provide services in four areas:

1. Construction management and contract administration
 - a. Review project for constructability and risk management
 - b. Review contract documents for construction sustainability best practices
 - c. Project scheduling and schedule management (using Primavera and/or Microsoft Project Software). Develop construction management plans
 - d. Develop quality management plans
 - e. Develop risk management plans
 - f. Review project budgets and cost estimates
 - g. Change order preparation, review, and negotiation
 - h. Preparation of directives and other communications to the Design-Builder
 - i. Document control
 - j. Assist with punch list and close-out documents
2. Construction Inspection
 - a. Civil construction inspection and documentation
 - b. Structural construction inspection and documentation
 - c. Electrical construction inspection and documentation
 - d. Mechanical construction inspection and documentation
 - e. Commissioning construction inspection and documentation

- f. Specialty inspections at the place of manufacture (such as welding) to support construction inspections
 - g. Provide on-site construction representation, observation, and reporting
 - h. Provide on-site representation in compliance with permit requirement
 - i. Monitor quality control/quality assurance and commission activities
- 3. CPMS related to engineering and management services
 - a. Develop and execute management processes and procedures required for the effective management of the Design-Build project
 - b. Review construction for contract risk management.
 - c. Provide support for claims such as investigation, resolution, avoidance, mitigation, and litigation
 - d. Perform forensic engineering and accounting, and scheduling analysis in support of construction contract dispute resolution efforts
 - e. Assist in the analysis of the project site
 - f. Evaluate the Design-Builder's change proposal
 - g. Assist with the review of the Design-Builder's documents for compliance with the Design-Build contract
 - h. Coordinate the efforts of the Design-Builder, other Project team members employed by the State and outside agencies or entities
 - i. Provide cost control such as preparing, reviewing, and negotiating change order requests and applications for payment
 - j. Assist with the coordination for operation of maintenance and turnover of the project
 - k. Materials testing as required for 2nd level quality assurance to be reviewed and approved by a Registered California Civil Engineer.
- 4. Historic, Cultural and Tribal Resources Support
 - a. Assist with Native American consultation under AB 52, Section 106, the California Natural Resources Agency and DWR Tribal Engagement Policies, and Governor Brown's Executive Order B-10-11.
 - b. Provide assistance in coordinating Native American field monitoring services as required by site conditions and tribal consultation.
- 5. Provide the following environmental monitoring and surveying support (near sensitive areas of resources including at construction sites and project locations)
 - a. Water quality
 - b. Air quality
 - c. Sound quality
 - d. Environmental
 - e. Biological
 - f. Cultural resource
 - g. Equipment and/or materials
 - h. Attending preconstruction meetings on site

- i. Site visits to conduct such activities as identifying, demarcating, and/or verifying construction exclusion zones
- j. Provide onsite environmental awareness training
- k. Conduct visual emissions evaluations
- l. Performing pre-construction surveys including:
 - i. Protocol-level endangered species surveys
 - ii. General environmental surveys

III. DELIVERABLES

CPMS personnel shall be required to deliver written construction project contract related documents and work products as described in the Task Order including the production of various reports, photographs, correspondence, presentations, and technical analyses such as the following:

1. Daily Inspection Reports
2. Engineer's Daily Inspection Reports
3. Field Memorandums
4. Responses to Requests for Information
5. Memorandum Directives
6. Contract Change Orders
7. Serial Letters
8. Construction Estimates
9. Daily Extra Work Reports
10. Construction Schedule Analysis and Review
11. Delay Analysis and Time Impact Evaluations
12. Claims Analysis
13. Constructability Review
14. Permit Requirements Analysis, Review, and Compliance Enforcement
15. Risk Management Plans
16. Construction Management Plans
17. Quality Management Plans
18. Inspection Plans
19. Testing Compliance Reports and Data
20. Final Construction Reports
21. As-Built/As-Constructed Contract Drawings
22. Correspondence to Individuals or Organizations including Email

Detail, clarification, and direction regarding services to be performed and deliverables to be provided, pursuant to this scope of work, will be issued by task order (See Exhibit A, Attachment 1 and 2, Sample Task Order and Budget Detail). Deliverables will be provided in accordance with the Deliverables and Other Work Product clause in Exhibit E.

V. CONTACT INFORMATION

The Contract Managers during the term of this agreement will be:

Department of Water Resources

(Name of Selected Contractor)

Jason Bacher

(Name)

715 P St.

(Street Address)

Sacramento, CA 95814

(City, State Zip Code)

Phone: (916) 882-2743

Phone:

Email: Jason.Bacher@water.ca.gov

Email:

Contract Managers may be changed by written notice to the other party.

**ARCHITECTURAL & ENGINEERING CONTRACTS
TASK ORDER (TO)**
(To be developed by DWR Contract/Task Order Manager)

Contract No: (Enter original Contract number)

Contractor Name: (Enter name of Contractor)

DWR Division: (Enter division name only)

Description of Original Contract Services: (Enter brief description of services from SOW)

TO No. (Enter TO number using chronological order, Use only numeric characters, no alpha characters.)

TO Name: (Enter TO name, if needed, not required)

TO Amount: \$: (Enter TO amount. Must match Detailed Costs and Staffing section further below)

(Instructions: The purpose of a task order is to provide specific detail regarding deliverables, schedule, and cost detail of each task. Applicable terms and conditions of the original contract, as amended, apply. Do not address terms and conditions in this document.)

DESCRIPTION OF TASK:

Provide a one or two sentence summary of work to be performed under this task order. Only tasks that fit within the original scope of work may be assigned by a task order.

SCOPE OF WORK:

A. Description

Detailed description and location of service being requested – may include several separate subtasks which are related to completing the main project or task. Include reference from Contract Scope of Work for which the subtask is related. For example:

1. Contractor will conduct a site visit to the five repair sites to document the existing conditions, surrounding land uses, and view the construction areas. This task is covered under original scope of work, contract number 46000XXXXX, Exhibit A, Item X.x.xxx.
2. Contractor will prepare a brief description of the project (including defining the repairs to five sites along the Santa Ana Pipeline (SAPL). This brief description will provide sufficient information to allow for the determination that the SAPL

Repairs Project does qualify for a CEQA Exemption. This task is covered under original scope of work, contract number 46000XXXXX, Exhibit A, Item X.x.xxx.

3. Based on the description of activities to be conducted during the proposed repairs, Contractor will conduct a brief analysis of potential construction-related air quality, noise, traffic, biology, and land use impacts to provide technical documentation that impacts would be short-term, temporary, and less than significant. This documentation will be provided in the form of a brief report for inclusion in the CEQA Exemption documentation. This task is covered under original scope of work, contract number 46000XXXXX, Exhibit A, Item X.x.xxx.
4. Per CEQA Guidelines, Contractor will prepare a Notice of Exemption (NOE) along with the technical documentation described in Tasks 1 through 3 (above). The NOE will be supported with a Technical Memorandum that will use the documentation described in Tasks 1 through 3 (above) to ensure the proposed SAPL Repairs Project is not subject to the six exceptions previously provided by Contractor. The Technical Memorandum will ensure that even if none of the six exception factors is present and a categorical exemption clearly applies, DWR, to be prudent, is creating an evidentiary record of its exemption analysis to be cited in the event of litigation. This task is covered under original scope of work, contract number 46000XXXXX, Exhibit A, Item X.x.xxx.

B. State-provided information, *(if any)*.

Details of State-provided information to support tasks to be performed and deliverables to be provided by Contractor. For example, identifying or providing permits, maps, software platform needs, as-builts.

C. Deliverables *For example:*

This task order includes five deliverables. These deliverables are:

1. Report containing analysis of technical areas (i.e., air quality, noise traffic, biology, and land use)
2. Draft Technical Memorandum in support of a CEQA Categorical Exemption
3. Final Technical Memorandum in support of a CEQA Categorical Exemption
4. Draft Notice of Exemption Form
5. Final Notice of Exemption Form

SCHEDULE*:

(Depending on your business needs, please select one of the two options below for schedule)

Option 1: The term of the Task Order will begin upon execution by DWR and continue through (Enter Month, Day, Year).

Option 2: The term of this Task Order is from (Enter Month, Day, Year) through (Enter Month, Day, Year). This TO will not be effective until fully approved by DWR. (Start date of TO cannot be before contract execution)

Include when deliverables are due. For example:

The work will be performed in accordance with the following schedule and milestones. This schedule is based upon time relative to notice to proceed:

TASK	TIME FRAME (if actual date is unknown)	DATE (if dates are known)
Technical Issue Analysis	Within four weeks of notice to proceed	June 3, 2022
Draft Technical Memorandum	One week after completion of technical analyses	June 10, 2022
Final Technical Memorandum	One week after receiving DWR's comments	June 24, 2022
Draft Notice of Exemption Form	One week after completion of technical analyses	June 10, 2022
Final Notice of Exemption Form	One week after receiving DWR's comments	June 24, 2022

DETAILED COSTS AND STAFFING*:

Contractor will invoice all services according to Exhibit B, including all attachments, of Contract No. 46xxxxxxx. The total amount of this task order will not exceed \$_____. Please see Attachment XX (or below) for budget cost details. Line items listed in the budget and cost detail attachment are estimates and can be changed with DWR Contract Manager's approval if consistent with Exhibit B, including all attachments, of the contract. Such changes will not exceed total task order dollar amount.

Follow Budget Cost Detail template (available on the A&E Contracts Program SharePoint site) for the task order budget; or, the budget details may be included within the task order document itself. Program is responsible for providing sufficient detail including specifics such as travel and per diem costs and other direct costs, if applicable. Staffing, including classifications, must be included. Insufficient detail will result in return of task order and may delay process.

Reimbursement for travel and per diem expenses will only be made for travel and per diem that are in full compliance with the Reimbursement Clause in Exhibit E of the Contract.

***NOTE:**

Because services cannot be provided once task order term is expired or task order money is expended, if Contractor anticipates that additional money or additional time is needed to complete this task order, the Contractor will notify the DWR Contract Manager in writing at least **## (recommended minimum of 20 days - to be filled in by DWR Contract Manager)** business days prior to the depletion of funds or expiration of this task order in order to begin an amendment to this task order.

CONTACT PERSONS:

DWR's Task Order Manager:

Name
Street Address
City, State, Zip Code
Phone
Fax
Email

Contractor's Task Order Manager:

Name
Street Address
City, State, Zip Code
Phone
Fax
Email

DWR's Contract Manager:

Name
Street Address
City, State, Zip Code
Phone
Fax
Email

Contractor's Contract Manager:

Name
Street Address
City, State, Zip Code
Phone
Fax
Email

AUTHORIZED SIGNATURES:

Contractor and State agree that these services will be performed in accordance with the terms and conditions of Standard Agreement Number 46000XXXXX.

STATE OF CALIFORNIA
Department of Water Resources

(CONTRACTOR)

(Name of Task Order Manager)
Task Order Manager

(Contractor's Contact)

Contract 46000XXXXX

BUDGET

Task Order XX, Am. XX, Attachment X

Labor Cost Detail (hours)

Labor Classification*	Subtask 1 Subtask Title	Subtask 2 Subtask Title	Subtask 3 Subtask Title	Subtask 4 Subtask Title	Subtotal	Loaded Hourly Rate	Labor Total
<i>Prime Contractor</i>							
Jane Smith, Principal	2	2	2	2	8	\$70.00	\$560.00
John Doe, Sr. Staff Scientist	20	30	40	20	110	\$60.00	\$6,600.00
Suzy Que, Project Scientist II	40	40	40	40	160	\$50.00	\$8,000.00
L. Lands, GIS/CADD Specialist	10	10	10	10	40	\$50.00	\$2,000.00
Tom Thomas, Word Processor	5	5	5	5	20	\$40.00	\$800.00
<i>Prime Subtotal</i>							\$17,960.00
<i>Subcontractor A</i>							
J. Jones, Supervising Engineer	20	20	20	20	80	\$65.00	\$5,200.00
Heidi Hines, Staff Engineer	10	15	20	10	55	\$55.00	\$3,025.00
<i>Subcontractor A Subtotal</i>							\$8,225.00
<i>Subcontractor B</i>							
Mary Marks, Senior Engineer	20	20	20	20	80	\$55.00	\$4,400.00
Dave Davis, Staff Engineer	10	15	20	10	55	\$45.00	\$2,475.00
<i>Subcontractor B Subtotal</i>							\$6,875.00
<i>Subcontractors Subtotal</i>							\$15,100.00
<i>Subcontractors Markup** (3%)</i>							\$453.00
Labor Cost Total							\$33,513.00

Direct Cost Detail (each/unit)

Item	Subtotal	Unit Price	Direct Cost Total
Reproduction			
\$0.10/page	250	\$0.10	\$25.00
Field Supplies			
Specimen container @ \$1/ea	50	\$1.00	\$100.00
Field notebook @ \$2/ea	5	\$2.00	\$20.00
Direct Costs			\$145.00

Travel Cost Detail (each/unit)***

Item	Subtotal	Unit Price	Direct Cost Total
Mileage @ \$0.51/mile	100	\$0.51	\$204.00
Lodging @ \$84.00 (plus tax)	3	\$91.35	\$1,096.20
Air fare @ \$200/person	2	\$200.00	\$1,600.00
Meals			
Breakfast @ \$6/person	10	\$6.00	\$132.00
Lunch @ \$10/person	5	\$10.00	\$110.00
Dinner @ \$18/person	5	\$18.00	\$198.00
Travel Costs Totals			\$3,340.20
Task Order Total			\$36,998.20

*Classifications and rates from Contract Exhibit B

**Use subcontractor markup from Contract Exhibit B

***Pursuant to Contract Exhibit E

BUDGET DETAIL AND PAYMENT PROVISIONS

- I. **INVOICING AND PAYMENT:** Contractor shall submit two (2) copies of the invoice to the State only after receiving **written** notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted not more than **monthly**, in arrears, bearing the contract number. Small business contractors **must** identify their certified small business status on the invoice.

Submit one (1) copies of each invoice to the Contract Manager at the following address:

Jason Bacher
Department of Water Resources
715 P St.
Sacramento, CA 95814

Submit one (1) additional copy of each invoice simultaneously to the DWR Accounting Office at the following address in order to expedite approval and payment:

DWR Division of Fiscal Services
Contracts Payable Unit
P.O. Box 942836
715 P Street, 6th floor
Sacramento, California 94236-0001

Undisputed invoices shall be **paid** within 45 days of the date received by the Contract Manager and/or the Accounting Office, whichever date occurs later.

- II. **BUDGET CONTINGENCY CLAUSE:** If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to Contractor to reflect the reduced amount.

- III. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

RATE SHEET

THIS IS A PLACEHOLDER PAGE.

Rates will be based on Firm's actual cost with a fixed profit rate that has been established by DWR. The most qualified firm will be contacted to submit their financial documents and rate sheet. Financial documents will include true and actual payroll records; financial records that support fringe benefits, overhead costs, and general administration; documentation or records that support costs incurred by utilizing subcontractors; historical and true records of other direct cost charges; and compensation policies.

If DWR is unable to successfully negotiate a cost agreement with the most qualified Firm, negotiations will begin with the next most qualified Firm, and so on.

Additional Payment Provisions

THIS IS A PLACEHOLDER PAGE.

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance

with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).

**EXHIBIT D - Special Terms and Conditions for
Department of Water Resources
(Architectural and Engineering)**

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.
2. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Director or the Director's Designee shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

3. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall, at the discretion of the DWR Contract Manager be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract or by task order until the task order deliverables are accepted by DWR.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

7. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.
9. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
10. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. PRIORITY HIRING CONSIDERATIONS: For contracts, other than consulting services contracts, in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 (Public Contract Code Section 10353).
12. EQUIPMENT RENTAL AGREEMENTS: This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.
13. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" include but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
14. CONFLICT OF INTEREST:
 - A. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

B. Penalty for Violation:

If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

C. Members of Boards and Commissions:

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

D. Representational Conflicts of Interest:

The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

- (1) Contractor must provide written notice to DWR of any known relationships with a third party which could (1) present a conflict of interest with the rendering of services under this Agreement or (2) prevent Contractor from performing the terms of this Agreement.
- (2) The Contractor must disclose to DWR any activities which may be adversarial to DWR's interests including, but not limited to, commercial and professional consulting and service agreements, scientific and technical advisory board memberships, serving as an expert witness in litigation or other potential adversarial activities.
- (3) During the term of this Agreement, the Contractor agrees to forego entering consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this Agreement. The Contractor shall ensure that all employees under this Agreement abide by the provisions of this section. If the Contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval from the DWR Contract Manager before the execution of such contractual arrangement.
- (4) Contractor shall disclose Contractor or subcontractor employees who are an immediate relative of a current DWR employee. "Immediate relative" means a spouse, domestic partner, child or stepchild, parent or stepparent.
- (5) The requirements of Sub-Section 14 d. Representational Conflicts of Interest exist at the time of submission of the contractor's Statement of Qualifications and continues throughout the duration of this Agreement.

E. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

F. Remedies:

For breach of any of the provisions of this Section or for a failure to disclose a relevant circumstance required of this Section, in the event DWR reasonably determines the conflict cannot be resolved or sufficiently mitigated DWR may choose to (1) reject Contractor's SOQ response, (2) terminate the Agreement for default upon written notice to the Contractor, (3) disqualify the Contractor from subsequent contractual efforts, or (4) pursue other remedies as provided by law or this Agreement.

15. REFERENCES TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR):

Contractor should be aware of the provisions of Business and Professions Code § 17533.6. Contractor shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Contractor in which DWR's name is used, or its identity implied without the DWR Contract Manager's prior written approval. **This provision survives the termination of this Agreement.**

16. GENERATIVE AI DISCLOSURE OBLIGATIONS:

- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
- b. Contractor must notify DWR in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties or subcontractors, to complete all or a portion of any deliverable.
- c. Notification must be provided to the Contract Manager identified in this Contract.
- d. DWR, at its sole discretion, may consider Contractor's failure to disclose the use of GenAI as described above, to constitute a material breach of Contract. DWR reserves the right to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

17. ORDER OF PRECEDENCE: In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

- a) The General Terms and Conditions;
- b) Exhibit FEMA;
- c) The Std. 213;
- d) The Scope of Work;
- e) Any other incorporated attachments in the Contract by reference

RECYCLED CONTENT CERTIFICATION

To be completed by the vendor/bidder/contractor and returned to:

DEPARTMENT OF WATER RESOURCES
A&E Contract Section
715 P Street, 4th Floor Sacramento, CA 95814

COMPANY: _____

PERSON COMPLETING FORM: _____

DATE: _____

DESCRIPTION Please include item name, brand, and product number	% POSTCONSUMER	RECYCLED MATERIAL TYPE

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer material in the productions, materials, goods, or supplies offered or sold to the state regardless of whether the product meets the minimum content requirements specified in law (see page 2 for minimum content requirements). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A state agency may waive the certification requirements if the percentage of postconsumer material in the products, materials, good or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or manufacturer or vendor internet website.

Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq.

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

NAME OF PERSON COMPLETING FORM	TITLE	AGENCY/COMPANY

SIGNATURE OF PERSON COMPLETING FORM

DATE

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A". Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone.

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reuse or refurbished products, there are no minimum content requirements.

For additional information visit *State Agency Buy Recycled Campaign*

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Sections 12200-12217, et seq. and 12153-12156, et seq. of the Public Contract Code.
Paint – Recycled	50 percent post-consumer paint (exceptions when 50 percent post-consumer content is not available or is restricted by a local air quality management district, then 10 percent post-consumer content may be substituted).
Antifreeze – Recycled	70 percent post-consumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent postconsumer tires
Metals – Recycled	10 percent post-consumer, by weight

ADDITIONAL PROVISIONS

1. **COPYRIGHT:** All rights in copyright works created by the Contractor in the performance of work under this agreement are the property of the State.
2. **REIMBURSEMENT CLAUSE:** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for non-represented employees in accordance with the provisions of 2 CCR § 599.615 through 599.631. Travel and Per Diem Expenses will be reimbursed based on most updated rates as found on:
<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

The Contractor's designated headquarters for the purpose of computing such expenses shall be by Task Order with Contract Manager approval.

Any reimbursable travel from locations other than designated headquarters requires advance approval by Task Order from DWR Contract Manager.

Short-term nightly lodging rates in excess of the State's maximum nightly lodging reimbursement rate may be reimbursed to the Contractor, but only with advanced written approval from the DWR Contract Manager. Prior to approval and in advance of travel, Contractor must submit an excess lodging request to DWR Contract Manager providing date and location of travel, along with support documentation that justifies the excess lodging rate. Such support documentation must identify the reason for the higher lodging rate as well as provide three alternative good faith comparison quotes, along with a justification if the least expensive alternatively priced hotel is not selected. Short-term nightly lodging rates in excess of the State's maximum nightly lodging reimbursement rate may be reimbursed up to and not to exceed the nightly rate allowed under DWR's delegated authority per CalHR Manual 2201, Delegation of Authority to Departments to Approve Certain Excess Lodging Rate Requests.

CalHR Manual 2201 can be found at:
<https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

International Per Diem Costs

For travel to international locations, meals may be claimed up to the rates published in the U.S. Department of State Standardized Regulations for foreign areas. These rates are available at
https://aoprals.state.gov/content.asp?content_id=184&menu_id=78. Payments for lodging are for actual lodging expenses. All receipts, credit card statements and conversion rate slips (when cash is used for payment) shall be included with any invoice for reimbursement for international travel. If the conversion slip is not

provided, the following internet site will be used for the conversion rate in order to calculate U.S. dollars: <http://www.x-rates.com/calculator.html>

3. CERTIFICATE OF INSURANCE:

General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor shall provide to the Department, within five (5) business days following receipt by contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- h. Satisfying an SIR – All insurance required by this contract shall provide, or be endorsed to provide, that the self-insured retention (SIR) may be satisfied by

either the named insured or the State of California. The choice in satisfying any SIR is at the State's discretion.

- i. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- j. Subcontractors - In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, contractor and/or Permittee shall include all subcontractors as insured's under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

Insurance Requirements

The Contractor shall furnish to the State evidence of the following required insurance:

- k. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

Department of Water Resources, State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- l. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
- m. Watercraft Liability (If applicable) – If contractor uses watercraft, Contractor shall maintain limits of liability not less than \$1,000,000 combined single limit

per accident. Such insurance shall cover liability arising out of a watercraft accident including owned, hired, and non-owned watercraft.

- n. Aviation Liability Insurance (If applicable) –Should aircraft of any kind be used by the Contractor, and any tier of Subcontractor or anyone else on its behalf, the Contractor shall maintain or cause the operator of the aircraft to maintain Aircraft Public Liability insurance including bodily injury, property damage, and passenger liability, as respects any aircraft owned used, operated, or hired in connection with the Work by the Contractor or anyone else in limits of five (\$5,000,000) million dollars combined single limit of bodily injury and property damage any one occurrence, each aircraft.

The policy shall include the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.

If the Contractor and/or any employees, subcontractors, or servants has proposed activities that includes the use of a Drone/UAV, the Contractor and/or any employees, subcontractors, or servants shall maintain Drone/UAV coverage (listing the specific aircraft to be used) with a limit of not less than \$1,000,000. If Drone/UAV coverage is being added to a general liability policy, there must be a separate endorsement showing proof of coverage. The policy must name the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. Please note that all separate endorsements must be submitted as separate attachments (not included in the body of the certificate of insurance).

- o. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property, the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.
- p. Errors and Omissions/Professional Liability – Contractor shall maintain Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work hereunder, with limits not less than \$1,000,000 per occurrence or per claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement.

If Policy is written on a claims-made basis provide the following:

- 1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- 3) If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to**
- 4) the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Insurance certificates must contain the Contract number or RFQ number.

Subsequent renewals of the insurance certificate shall be sent to the **Department of Water Resources, A&E Contracts Section, 715 P Street, 4th Floor, Sacramento, California 95814.** This name and address shall appear on the certificate as the certificate holder.

4. **PREVAILING WAGES:** Labor Code Certifications.
 - a. The Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and the Contractor and any subcontractors will comply with such provisions before commencing the performance of the work of this contract.
 - b. In accordance with the applicable provisions of the Labor Code, the Contractor and any subcontractors shall pay their employees prevailing wages for the performance of work. The Director of the State Department of Industrial Relations has made the general prevailing wage rate determination covering the locality where work on this contract is to be performed. The general prevailing wage rates can be obtained from the Department of Industrial Relations or any source authorized by the Department of Industrial Relations. On the Internet, prevailing wage rates can be found at www.dir.ca.gov. A copy of the general prevailing wage rates is also on file at the Department of Water Resources, 715 P Street, Sacramento, California, 4th Floor, Sacramento, California 95814, and is available to any interested party upon request. The Contractor agrees to post a copy of the applicable general prevailing wage rates for the locality of each job site.
 - c. It is hereby mutually agreed that, pursuant to Labor Code section 1775(a)(1), the Contractor shall forfeit to the State two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid by him or her, or

subcontractor under him or her, less than the prevailing wage so stipulated and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same.

- d. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code sections 1810-1815, inclusive.
- e. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code section 1775.5 and any related regulations regarding the employment of registered apprentices.
- f. The Contractor and any subcontractors shall comply with all other applicable Labor Code requirements, including section 1776 regarding record keeping.
- g. DIR Registration of Contractor and subcontractors: Contractor agrees that to the extent it is performing "public works" under Labor Code Sections 1720 et seq. it shall remain registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code Section 1725.5 ("DIR registered contractor") at all times during the performance of the work. Contractor shall independently verify that all subcontractors of every tier are DIR registered contractors at all times during the performance of the work.
- h. Certified Payroll Records: To the extent the work performed by Contractor is "public works" under Labor Code Sections 1720 et seq. Contractor shall comply with the Certified Payroll Record (CPR) requirements of Section 1771.4 and Section 1776 of the Labor Code and shall require and verify that all subcontractors of every tier comply with such CPR requirements.
- i. Posting of Job Site Notices: To the extent the work performed by Contractor is "public works" under Labor Code Sections 1720 et seq., pursuant to Labor Code Section 1771.4(a)(2), Contractor shall post any job site notices prescribed by DIR.

- j. DIR Enforcement: To the extent the work performed by Contractor is “public works” under Labor Code Sections 1720 et seq., this Contract is subject to prevailing wage compliance monitoring and enforcement by DIR.
 - k. Penalty assessment for non-compliance with CPR requests; withholding of payment: Pursuant to Labor Code Section 1776(h), to the extent the work performed by Contractor is “public works” under Labor Code Sections 1720 et seq., if the requirements therein regarding production of CPRs within ten (10) days of written request have not been strictly complied with, the offending Contractor or subcontractor(s) shall forfeit the sum of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker, until such offending party has fully complied with the requirements. Upon request of DIR, these penalties shall be withheld from progress payments then due to Contractor. Contractor is not subject to a penalty assessment for failure of a subcontractor to comply with the requirements of this paragraph.
 - l. Ineligible Subcontractors. Pursuant to Public Contract Code Section 6109, the Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
5. LABOR COMPLIANCE PROGRAM: Notwithstanding anything in the contract which may be to the contrary, the Department of Water Resources will utilize a Labor Compliance Program (LCP) pursuant to Labor Code Section 1771.5, when applicable by funding source such as Proposition 84. Information regarding LCP generally is available at the following website: <http://www.dir.ca.gov/lcp.asp>. For more information regarding the Department’s LCP Provider, contact the DWR Contract Manager. Attention is directed to the provisions of Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by Contractor or a subcontractor. The labor rates shall include full compensation for all costs incurred as a result of any Contractor and subcontractor compliance with Labor Code and LCP requirements. LCP compliance may include, but is not limited to:
- a. Job Start Meeting: participation at a labor compliance training meeting at which attendance is mandatory for Contractor and subcontractors. The LCP training meeting will cover the payment of prevailing wages, apprenticeship training, penalties, certified payroll records as well as non-discrimination in employment, kickbacks, acceptance of prohibited fees, proper licensing, unfair competition, and worker’s compensation insurance. Contractor and subcontractors shall ensure that all applicable staff that will be preparing or reviewing these documents or directing or monitoring these activities attend this mandatory meeting. Follow up web conference or teleconference training session may be

- b. required and should be planned by Contractor and subcontractors in advance of submitting certified payroll records.
 - c. Review of Certified Payroll Records:
 - 1) Contractor and each subcontractor shall keep or cause to be kept an accurate record, including showing the names and classifications of all laborers, workers and mechanics employed by it in connection with the work and any subcontract there under, and showing also the actual per diem wage paid to each of such workers. **When requested**, Contractor must provide certified payroll records to the Department or the Department's LCP Provider on a weekly basis, in a format required by the Department and make them available to representatives of the Division of Labor Standards and Research.
 - 2) The Department's LCP Provider will request detailed information from Contractor and each subcontractor reflecting the required Department of Industrial Relations Classification, Craft, Base/Straight Rate, OT Rate, and Benefit Breakdown and other pertinent information to be determined by the Department's LCP Provider, in addition to the breakdown of the same information to be paid by Contractor and each subcontractor.
 - 3) Per Section 1776 of the Labor Code, Contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by Contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed.
 - d. On Site Worker Interviews: The Department's LCP Provider will make periodic site visits to observe and interview workers regarding the payment of prevailing wages and proper work classifications. Contractor and each subcontractor shall cooperate and coordinate with the Department's LCP Provider and provide unaccompanied access to workers on the job site.
6. PAYMENT BOND and PERFORMANCE BOND: If public works (erection, construction, alteration, repair or improvement of public property as indicated in Public Contract Code section 7103(e)) in excess of \$25,000 per task order are to be performed under this contract, the Contractor shall furnish a Payment Bond and Performance Bond in an amount not less than 100% of the public works portion of the work performed under the Task Order. Such bond shall be executed by the Contractor and a corporate surety approved by the State.

7. PERMITS AND LICENSES: All professional licenses or certifications shall be maintained in good standing during the term of the contract.

Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

8. POLITICAL REFORM ACT: Contractor shall comply with the language stated in the Standard Contract Provisions Regarding the Political Reform Act, Attachment 1. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming and leaving office and annually by April 1st.

9. OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT: The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the contractor where such expense is charged to and/or reimbursed from contract funds.

No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the State. All equipment of any kind, purchased or reimbursed with contract funds or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered State equipment and the property of the State.

The State may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the contractor's invoice to the State, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the State with no expense to the State.

The Contractor should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment (SAM Section 8600). A copy of the inventory record must be submitted to the State on request by the State.

10. USE OF A FOREIGN LANGUAGE IN PUBLIC SERVICES: If Contractor's duties include public information, public outreach, or rendering of services to the public whereby contact is made with a substantial number of non-English speaking persons, Contractor shall employ a sufficient number of qualified bilingual persons

in public contact positions to ensure provision of information and services in the languages of the non-English speaking persons.

11. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION: This shall apply to all Contractors whose terms with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information in accordance with Attachment 3. Also a Nondisclosure Certificate, Attachment 2, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to the Department prior to being allowed such access.

12. SUBSTITUTIONS OF PERSONNEL

Contractor's key personnel as originally identified in the Statement of Qualifications (see Rate Sheet, Exhibit B, Attachment 1), will be available for the entire contract term, including during any amendments that extend the duration of the contract. In the event the Contractor wishes to substitute key personnel, the Contractor will propose personnel of equal or higher qualifications; all substitute key personnel are subject to DWR approval at a timeframe to be decided by DWR. In the event substitute key personnel are not satisfactory to DWR and the matter cannot be resolved to the satisfaction of DWR, DWR reserves the right to cancel the contract for cause as identified in Exhibit C.

In the event the Contractor wishes to add personnel, the Contractor will request in writing to the DWR Contract Manager; both DWR Contract Manager and DWR A&E Program approval is required. Substitution or addition of personnel may require an amendment.

DWR reserves the right to disapprove the assignment or the continuing assignment of specific Contractor personnel. The Contractor's withdrawal of said personnel will be immediate upon DWR's written notice to Contractor. Replacement personnel must be approved by DWR prior to their participation in the contract. Replacement personnel must report at a timeframe to be decided by DWR.

13. SERVICES: The Department does not guarantee the amount of work to be assigned to the Contractor under this agreement.
14. DELIVERABLES AND OTHER WORK PRODUCT: Contractor will deliver to DWR:
- a. All physical or electronic components used to create any printed or electronic

product, so that DWR obtains the capability to open, print, and edit, as necessary, any document, figure, image, plate, profile, table, or graph included as or in a task order deliverable. These include, but are not limited to, all text, spreadsheet, and database files; GIS data files used to produce any map regardless of the file origin; CADD files; any linked or embedded tables, graphics, or text that were included in any deliverable; and all image files.

- b. Electronic copies of all finalized data files, in any format that was used. All files, subject to DWR review and approval, shall comply with all aspects of DWR IT and GIS Data Standards. All GIS data files shall include or be attached to metadata in compliance with the current DWR GIS Metadata Standards.

For GIS services, Contractor will deliver to DWR:

- a. Electronic copies of all finalized GIS data files, or non-GIS files containing spatial data (such as in Excel worksheets), in any format that was used, including but not limited to shapefiles (all components), geodatabases, coverages, grids, etc. All data, subject to DWR review and approval, shall comply with all aspects of DWR Spatial Data Standards version 3.6, dated 9/2023. Each data file shall include or be attached to metadata in compliance with the current DWR GIS Metadata Standard. Metadata shall include detailed descriptions of: creation methods, analysis steps, spatial and attribute accuracies/completeness, complete data dictionaries, and any other relevant information that could affect interpretation of applicability of these data toward any potential purpose. All data shall be provided in NAD83/NAVD88 reference datums, in the projection *** (*as specified in task order*).
- b. All other physical or electronic components used to create any printed or electronic product, so that DWR obtains the capability to open and print any document, figure, plate, profile, table or graph included in a task order, and edit them as necessary. These include, but are not limited to: all GIS data files used to produce any map, regardless of the file origin; all finalized GIS document files such as, but not limited to, ESRI spatial data files in shapefile (.shp) or geodatabase (.gdb) format, ESRI ArcGIS Pro (.aprx) files, Microstation (.dgn or .dwg) and AutoCAD Drawing Exchange Format (.dxf or .dwg), style sheets for all symbology used in any GIS product; any linked, related, associated, or embedded tables, graphics, text, or annotation that were included in any map layout, all in a form that permits editing; all CADD files, all image files.
- c. Electronic copies of all source data (including, but not limited to, GIS files) raw input data files, and significant intermediate processing step files used to generate final data files.

- d. Index polygon feature class data indicating the spatial extent of the deliverables, or any tile index for data split into spatial tiling schemes. Additionally, kml/kmz data of the index extent.
- e. Kml/kmz format versions for simple spatial data deliverables otherwise provided in ESRI file format.

15. SAFETY COMPLIANCE: Contractor shall remain informed of, and in compliance with applicable federal, state, county and municipal laws, ordinances, rules and regulations.

16. AMERICANS WITH DISABILITIES ACT AND PUBLIC WEBSITE ACCESSIBILITY:

- a) The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). The State is responsible for ensuring that public websites are accessible to both the general public and that internal electronic and Information Technology systems are accessible by state employees, including persons with disabilities. Contractor shall assist the State in meeting its responsibilities.
- b) In accordance with Cal. Gov. Code section 7405(b), the Contractor shall have an ongoing obligation to promptly respond to and resolve any complaint regarding accessibility of its products and services that are brought to the attention of the Contractor.

17. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

18. PROFIT: The fixed profit rate for this contract will be ten percent (10%). The profit will be applied to the awarded contractor's hourly rates after DWR's review, negotiated modifications if necessary, and acceptance of the contractor's financial

documents.

19. ESCALATION: The Hourly Billing Rates shall be escalated annually and rounded to the nearest dollar on the anniversary date of execution of contract using the most recently released average posted of the United States Department of Labor, Employment Cost Index (ECI), Table 9 (ECI for wages and salaries, for private industry workers, by occupational group and industry), for “professional, scientific, and technical services,” located at <http://www.bls.gov/news.release/eci.t09.htm>.

At the anniversary date, if the above average equals 0 or falls below 0, the annual escalation rate will be calculated at 0-percent.

20. MARK-UP: No mark-up will be paid by DWR for work performed by subcontractors that are present in the original contract or for any Other Direct Cost (ODC) items.

If DWR requests additional services to be performed by the Contractor not originally identified in the Scope of Work, Exhibit A, but in the support of said work, the Contractor will follow the Architectural & Engineering (A&E) Contract Program’s process for adding additional personnel. If the subcontractor is new to the contract, DWR may negotiate a subcontractor mark-up not to exceed 3% for such services rendered.

21. MULTIPLE YEAR OPTION(S): The Department of Water Resources reserves the right to amend this contract for up to two additional years from the date of original expiration, with the option of up to two one-year amendments to extend the contract’s term for all or specific services as described in the Scope of Work, Exhibit A. Amendments to extend the contract term must be fully executed prior to expiration of the contract’s original term as amended. All costs including escalation, and all other terms and conditions of this contract will remain the same. The contract value will remain the same and no additional funds will be added to the contract if amended to extend the contract term.

22. OTHER CONTRACTS WITH SIMILAR SERVICES:

This contract does not preclude DWR from entering into project specific contracts regarding similar tasks or deliverables.

23. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Prior to use of a Small Unmanned Aircraft System (sUAS) for any portion of the work, the Contractor must obtain written approval from the Department. Operation of any sUAS must comply with all requirements set forth in the version of the Department’s sUAS Operations Manual in place at the time the work is performed.

Operations and procurements must also comply with Applicable Law, including, but not limited to, Federal Communications Commission critical component requirements, American Security Drone Act requirements, Federal Aviation Administration requirements, and State and local requirements.

California Department of Water Resources**Standard Contract Provisions Regarding
Political Reform Act Compliance****POLITICAL REFORM ACT REQUIREMENTS:**

- a. **Form 700 Disclosure:** The Department of Water Resources (DWR) considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18700.3. Accordingly, as specified by DWR, such persons shall complete and submit an electronic Form 700 (Statement of Economic Interests) via DWR's electronic filing system or an original hard copy of the Form 700 to the DWR Assistant Filing Officer within 30 days of the earlier of the date work commences or the effective date of this agreement, annually by April 1st, and within 30 days of completion of all contract assignments which require Form 700 filing. The financial interests disclosed shall be for DWR Disclosure Category 1. Persons may access the Form 700 on the Fair Political Practices Commission (FPPC) website at <http://www.fppc.ca.gov/Form700.html>. Any questions regarding completion of the Form 700 should be addressed to the FPPC at advice@fppc.ca.gov or at (866) 275-3772 (866/ASK-FPPC).
- b. **Financial Conflict of Interest Prohibition:** Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify the DWR immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”
- c. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
 - (1) Failure to complete and submit all required Form 700s within the filing periods described in paragraph A above, or respond to any request from DWR Filing Officer for additional information regarding any such Form 700s;
 - (2) Failure to notify DWR of a potentially disqualifying conflict of interest;
 - (3) The determination by DWR or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DWR may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

Protection of Confidential and Sensitive Information

1. For purposes of this Exhibit, "Contractor" means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Department of Water Resources ("Department") pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Contract"). The term "Contractor" also includes Contractor's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log.

Contractors shall also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which Confidential or Sensitive Information may be used.

8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify Department promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Department) without prior written approval from the Department.
14. At or before the termination date of the Contract, Contractor shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Department; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the Department's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Contractor shall cooperate with the Department's Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, Exhibit E, Attachment 2 of Contract No. _____ between _____ and the California Department of Water Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the Exhibit E, Attachment 2. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____

EXHIBIT FEMA**REQUIRED PROVISIONS UNDER CODE OF FEDERAL REGULATIONS
2 CFR PART 200, APPENDIX II**

In the event the work under this contract is reimbursable by a federal agency, these contract provisions set forth in this exhibit are required to permit the Department of Water Resources (DWR) to apply for reimbursement to the Federal Emergency Management Agency (FEMA) under FEMA's Public Assistance program for payments made to contractor. The following provisions are intended to be consistent with the requirements of 2 CFR Part 200, Appendix II, as well as other terms and conditions required by FEMA. Some of the requirements of the federal regulations are not applicable here and are noted below.

- A. If this contract is in excess of \$150,000, other provisions of this contract address administrative, contractual, or legal remedies in instances where the contractor violates or breaches contract terms and provide for such sanctions and penalties as appropriate.
- B. If this contract is in excess of \$10,000, other provisions of this contract address termination for cause and for convenience by DWR including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. If this contract meets the definition of "federally assisted construction contract" 1 in 41 CFR Part 60-1.3, the following equal opportunity clause provided under 41 CFR Part 60-1.4(b) applies:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1 "Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 CFR § 60-1.3.)

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. The Davis-Bacon Act and Copeland "Anti-Kickback" Act are not applicable to this contract.

E. Compliance with the Contract Work Hours and Safety Standards Act

Contracts in excess of \$100,000 involving the employment of mechanics or laborers must comply with 40 USC sections 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DWR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(5) Safety Standards. If this contract is for construction, alteration, and repair including painting and decorating, no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under appropriate regulation, as set forth in more detail in 40 USC section 3704. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. The section of the Stafford Act entitled, "Rights to Inventions Made Under a Contract or Agreement" does not apply to Public Assistance grants such as this one, and thus is not addressed herein.

G. Should the contract amount exceed \$150,000, the following provisions apply:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC section 7401 et seq.

(2) The contractor agrees to report each violation to DWR and understands and agrees that DWR will, in turn, report each violation as required to assure notification to the California Office of Emergency Services (Cal OES), FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to DWR and understands and agrees that DWR will, in turn, report each violation as required to assure notification to the Cal OES, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(2) The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by DWR. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Cal OES and DWR, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment, 31 USC section 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an 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.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose 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 31 USC section 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

J. Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

K. Amendments

DWR construction contracts let under the State Contract Act contain provisions for issuance of any change orders under such contracts. All other DWR contracts including procurement, services, contracts made under the provisions of SB 224, and Architectural and Engineering contracts contain provisions for amending or modifying such contracts.

L. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide DWR, Cal OES, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his or her authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

M. Department of Homeland Security (DHS) Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

N. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

O. No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

P. Fraud and False or Fraudulent or Related Acts

The contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.