

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

State Department

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	page(s)
Exhibit B – Budget Detail and Payment Provisions	page(s)
Exhibit C – General Terms and Conditions	page(s)
Exhibit D – 9546 -Special Terms and Conditions for DWR	page(s)
Exhibit E - Resolution	page(s)

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

**CONTRACTOR**

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

*California Department of General Services Use Only*

Exempt per:

## EXHIBIT A SCOPE OF WORK

### I. PURPOSE

This Agreement is between the California Department of Water Resources (DWR) and the Lake County Watershed Protection District (District), (collectively known as the “Parties”). The primary purpose of the Agreement is for DWR to provide financial assistance to District to improve stream gage infrastructure and data availability as part of the Stream Gage Improvement Program (CalSIP). Through the CalSIP program, DWR is actively improving California’s stream gage network by funding public agencies to upgrade existing gages, reactivate historical gages, or install new gages on natural waterways across the state.

### II. BACKGROUND

Access to reliable, real-time information about the conditions and amount of water flowing into our rivers and streams is critical to better manage water resources for public safety, water supply, and the conservation of freshwater species. To help better understand water resources statewide, DWR is funding public entities to improve stream gaging. Through CalSIP, public agencies can receive funding to upgrade, reactivate, or install new surface water gaging stations.

### III. LOCATION OF SERVICES

Clover Creek Bypass at Elk Mountain Road, Upper Lake, CA

Specific location information

<b>DMS latitude</b>	391032.8
<b>DMS longitude</b>	1225410.4
<b>Decimal latitude</b>	39.17577778
<b>Decimal longitude</b>	-122.9028889

### IV. CONTRACT MANAGERS

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

**DEPARTMENT OF WATER RESOURCES**

Name: Brent Stephens

**LAKE COUNTY WATERSHED PROTECTION  
DISTRICT**

Name: Pawan Upadhyay

Address 691 N Laverne Ave  
: Suite 104  
Fresno, CA 93727

Phone: 559-920-5997

Email: Brent.Stephens@water.ca.gov

Address 255 N. Forbes St. Lakeport, CA,  
: 95453

Phone: 707-263-2344

Email: Pawan.Upadhyay@lakecountyca.gov

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

## V. RESPONSIBILITIES

Under this Agreement, District will perform the activities described in this scope of work as summarized below in section A.

### A. Summary

The scope of work for this contract organizes District's responsibilities into the following work categories:

### B. Upgrade (Telemetry) Stream Gage:

#### 1. Administration – Invoices and Reporting

This task includes project administration, invoicing, and reporting.

Project administration includes administration of the Project including overseeing the budget and schedule, installation management and inspection, making payments to engineers and contractors after inspections and/or approval of work, and other activities related to the completion of the Project. Includes attending weekly/monthly meetings (as needed) with the DWR Contract Manager.

Invoicing includes preparing and submitting invoices and appropriate backup documentation to the DWR Contract Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting to DWR progress reports monthly.

**Deliverables:** Invoices and supporting documents, Monthly Progress Reports, Project Completion Certification.

## **2. Planning – Site Confirmation**

Verify the site location using available records, physical inspection, and site mapping. Research and purchase telemetry systems and secure, weatherproof housing for existing stream gage sites. This includes selecting appropriate telemetry equipment, ensuring compatibility with existing infrastructure, and installing it according to manufacturer specifications and industry standards.

**Deliverables:** Verified Site Selection Report, Property Access agreements (as needed), Final CEQA/Permit Approval Documentation (if needed).

## **3. Installation – Equipment Installation**

Obtain, install, and make operational new stream gage equipment, including sensors, data loggers, power supply, and telemetry systems. This includes selecting appropriate equipment, ensuring compatibility with existing infrastructure, and installing it according to manufacturer specifications and industry standards. The equipment installation process will involve setting up data loggers, sensors, and telemetry systems in secure and weatherproof housing.

Installation will ensure that all components are properly connected and configured for optimal performance.

Additionally, provide equipment, labor, and materials to install equipment on-site, perform initial flow measurement, and other applicable calibration and equipment testing to transmit data to CDEC online data portal. Following initial approvals, obtaining applicable permits, real property rights, and NESDIS(GOES) IDs, procure applicable equipment, tools, and incidentals to install gage infrastructure, power supply, and sensors, adding surveyed reference gages (outside staff and wire weight) and a minimum of two nearby survey benchmark monuments with established vertical datum (NAVD88). Track equipment purchased and installed for the site. Telemetry configuration and channels for the site shall be documented. Install gage equipment in conjunction with permits and real property rights and follow best practices.

**Deliverables:** Installed and operational stream gage equipment with documentation of the equipment installed.

## **4. Installation - Instrument and Telemetry Setup**

Set up and calibrate instruments and telemetry systems, ensuring data transmission to [CDEC, CSNRFN]. This includes configuring data loggers, calibrating sensors, and testing telemetry systems to ensure reliable data transmission. This task will be completed within

90 days from project commencement at Clover Creek Bypass at Elk Mountain Road, Upper Lake, CA. Calibration of instruments will be done according to the manufacturer's specifications. Telemetry systems will be configured to transmit data in real-time to the specified data portal.

**Deliverables:** Calibration and setup report detailing the configuration and calibration of instruments and telemetry systems. Installation

-Data Integration and Monitoring Integrate telemetry data into the specified data portal and establish protocols for ongoing data monitoring and maintenance. Ensure that the data is being transmitted accurately and reliably. Establish a monitoring schedule to verify the continuous operation of telemetry systems and address any issues that arise.

**Deliverables:** Data integration report and monitoring schedule.

Operations and Maintenance – Flow Measurements Conduct initial flow measurements and establish a rating curve. Perform ongoing measurements as required. This involves conducting flow measurements using standard methods, analyzing data to establish a rating curve, and scheduling regular measurements for ongoing data collection to refine and develop the stage-discharge rating curve. Initial measurements will be conducted as soon as reasonably possible (order of weeks); ongoing measurements will be conducted as needed to capture flows at different depths throughout the water year, at extreme events as possible, and to confirm prior measurements. Flow measurements will be conducted using standard techniques such as the velocity-area method or the use of flow meters. Data collected will be analyzed to develop a rating curve, which will be used to convert water levels to flow rates. Regular measurements will ensure that the rating curve remains accurate over time.

**Deliverables:** Initial flow measurement data and ongoing data reports, including analysis and interpretation. Incorporate measurement data, field records, and curve calculations as part of annual report for data validation.

#### Operation and Maintenance

Operate and maintain the stream gage site to ensure continuous data collection and equipment functionality. This includes routine inspections, calibration checks, and necessary repairs to equipment. Implement protocols for data quality assurance and troubleshooting any issues that may arise with the equipment or data transmission systems. Regularly update and maintain the equipment to adhere to industry standards and manufacturer recommendations.

To provide quality control and quality assurance to the program, each gage will be required to submit annually, to DWR, for review and approval of the data, the rating curve adjustments, all field observations, and all operational information.

Deliverables: All station records for stage and flow measurements will be processed and submitted by December 31 of each year for the prior water year (October 1 through September 30). This process

is considered the annual “certification” process that signifies the applicable prior-year data is valid and referenced to reflect all adjustments and corrections are correct. A final certification package needs to be provided as a hard copy and electronic copy and include the following elements:

- A. Site summary report.
- B. Field notes from all site visits and measurements.
- C. Flow measurement report summary to summarize when, how, and results of flow measurements.
- D. Certification (signature) by a qualified and experienced reviewer (someone who has completed a USGS, or similar course; or professional licensed civil engineer).
- E. Flow measurement sheets.
- F. Rating table documentation, PDF or Excel spreadsheet.
- G. Rating table and discrete flow measurement plots.
- H. Primary computations.
- I. Mean daily gage height summary.
- J. Mean daily flow summary.
- K. Mean daily temperature summary.
- L. Mean daily gage height, water rear plots.
- M. Mean daily gage flow, water year plots.
- N. Mean daily gage water temperature, water year plots.

## **VI. INVOICING AND PROGRESS REPORTS**

Monthly Invoices and Progress Reports will be required. All invoices and progress reports are required to be completed on provided templates. Please review acceptable and eligible costs before starting work and submitting invoices.

## **VII. BUDGET AND TIMELINE**

All gauges must be fully operational by October 1, 2026, and all expenditures invoiced for reimbursement by March 30, 2027. Final invoices must be submitted by April 15<sup>th</sup>, 2027.

DWR has established a total budget of \$67,000 for this project.

**EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS  
PUBLIC ENTITIES**

A. INVOICING AND PAYMENT

Contractor shall submit three copies of the invoice to the State only after receiving verbal or written notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for work that has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted monthly, no more often than monthly, quarterly, semi-annually, annually, in arrears, bearing the contract number.

Contractor must submit three copies of each invoice to the following address in order to expedite approval and payment:

DWR Accounting Office  
Contracts Payable Unit  
P.O. Box 942836  
Sacramento, California 94236-0001

Undisputed invoices shall be **paid** within 45 days of the date received by the DWR Accounting Office.

B. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that 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.

## **EXHIBIT B ATTACHMENT 1**

### **Ineligible costs for reimbursement include:**

- Costs incurred prior to the execution of the funding agreement.
- Purchase of equipment that is not an integral part of the project.
- Purchase of supplies that are not an integral part of the project.
- Establishing a reserve fund.
- Replacement of existing funding sources for ongoing stream gaging stations.
- Support of existing punitive regulatory agency requirements and mandates.
- Purchase of land (in fee title) in any capacity. Real property rights (access and construction easements) more than the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies.
- Payment of principal or interest of existing indebtedness or any interest payments.
- Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable laws. 5. Program Requirements 11
- Any federal or state taxes. Sales tax does apply (is allowed to be reimbursed) as it is distributed to a combination of State, county, and local governments.
- Expenses incurred in preparation of the proposal or an application for another program.
- Any indirect costs up to 25% of the overall awarded amount. Indirect cost is defined as a cost incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of indirect costs include:
  - o Central service costs. o General administration of the funding recipient.
  - o Non-project-specific accounting and personnel services performed within the funding recipient's organization.
  - o Depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities.
  - o Tuition.
  - o Conference fees.
  - o Generic overhead or markup.
- This prohibition applies to the awardee and any subcontract or sub-agreement for work on the funded project that will be reimbursed with program funds from DWR.





# General Terms and Conditions (GTC 04/2017)

## EXHIBIT C

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. 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  
(Local Public Entities - Payables)**

1. **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 Deputy Director of Business Operations 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.

2. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.
3. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.
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:** "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than \$50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only pay overhead charges on the first \$25,000 for each subcontract."

7. 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.
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 products to the Department at the conclusion of the services specified in this contract. Form DWR 9557 is attached to this Exhibit and made a part of this contract by this reference.
9. 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 unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: .
10. 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.
11. 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" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
12. 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:

- (a) 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:

- (a) 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.

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. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

13. COMMERCIAL DRIVER MEAL PERIOD AND REST PERIOD: To comply with Supreme Court case *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903, Contractor shall ensure that commercial drivers employed or subcontracted for under this contract shall receive meal periods and rest periods commensurate with those required by Department of Industrial Relations Wage Order 9, sections 11 and 12: <https://www.dir.ca.gov/IWC/IWCArticle9.pdf>.
14. 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) The Std. 213;
  - c) The Scope of Work;
  - d) Any other incorporated attachments in the Contract by reference