

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY

P O Box 2157 Los Banos, CA 93635
209 826 9696 Phone 209 826 9698 Fax

May 30, 2011

To: Potential Salinity Services Vendors

REQUEST FOR QUALIFICATIONS:

On behalf of CV-SALTS the San Joaquin Valley Drainage Authority is requesting proposals in response to the attached RFQ.

IMPORTANT DATES:

Proposals are due – July 1, 2011, 4:00 PM

Contract expected to be signed by August 15, 2011

SUBMISSIONS:

Please reply by email to the address below if you intend to participate in this procurement. Submit your qualifications electronically by email to jmcgahan@summerseng.com. You can expect an acknowledgement soon after the proposal is received. If you have any doubt please email for confirmation or call Joseph C. McGahan, Project Manager at 559-582-9237.

Please submit a single PDF file in an email with the subject line: CV-SALTS TECHNICAL PROJECT MANAGER RFQ

AND

By mail, UPS or FedEx to be received prior to the deadline to:

San Joaquin Valley Drainage Authority

c/o Joseph C. McGahan

Summers Engineering

887 N. Irwin St.

P. O. Box 1122

Hanford, CA 93232

jmcgahan@summerseng.com

559-582-9237

A Standard Services Agreement for the San Joaquin Valley Drainage Authority is attached to the RFP.

We appreciate your interest in providing services to help understand and solve salt and nitrate issues in the Central Valley.

Very truly yours,

Joseph C. McGahan
SJVDA Project Manager

Request for Qualifications for Release May 30, 2011

Central Valley Salinity Coalition with CV-SALTS Initiative

**Request for Qualifications (RFQ) 2011-002
For Consulting Services to Provide**

**Technical Project Management Services
and Technical Services Supporting CV-SALTS**

1 INTRODUCTION

Organization Background

The Central Valley Salinity Coalition (CVSC) was formed in 2008 to integrate and augment the efforts of the Central Valley Salinity Alternatives for Long Term Sustainability (CV-SALTS) Initiative. The purpose of the organization is the governance and organization of the efforts needed to plan, develop and implement the Salinity and Nitrate Management Plan (SNMP) for the Central Valley. The SNMP will identify implementation mechanisms to ensure protection of beneficial uses and provide the basis for a basin plan amendment to support application in the Central Valley.

Project Background

CV-SALTS is a stakeholder driven effort intended to provide long term economic and environmental sustainability throughout the Central Valley while simultaneously satisfying the requirements of the State's Recycled Water Policy.

The objective of this RFQ is to receive qualifications from firms with experience in managing technical projects leading to successful Basin Plan Amendments. The intention is to contract with an entity (herein referred to as Consultant) to perform services as a Technical Project Manager (TPM) for the CV-SALTS initiative and also receive Consultant's qualifications for various technical services to ensure that the final SNMP developed is scientifically defensible and contains all technical information needed to support a Basin Plan Amendment. The TPM will use their understanding of the scientific and technical documentation required to support new regulatory requirements as demonstrated by their experience with use attainability assessments, site-specific objectives, variances and/or actual adopted Basin Plan Amendments that have been developed in a collaborative setting. Consultants bidding solely on the technical work are expected to provide examples of projects related to those in the scope of work. The selected Consultants (consultant firms or teams) will receive oversight from the Technical Committee and Executive Committee and will participate in development of a workplan that identifies the critical path for technical studies needed and feasible to ensure successful completion of the SNMP.

Over \$4-million has been secured to date to complete this effort. Additional funding is anticipated. The final salt and nitrate management plan must be completed by May 2014.

2 SJVDA Contract, CVSC and CV-SALTS Coordination

The funding for the project may come from one or more sources including the State Water Resources Control Board (SWRCB) directly, a contract with the San Joaquin Valley Drainage Authority (SJVDA), from the CVSC or other sources. The initial contract will be executed between the SJVDA and the Consultant for the scope of work, but may include funding for task orders to be approved in the future by the Executive Committee. Approximately \$400,000 is currently available under the contract with the SJVDA for this effort but the contract may be augmented with additional funding. Other funding is available to the Executive Committee and they may award additional funds to the contract under other contracting mechanisms as they determine. The funding for the budget may be developed from multiple sources but will be primarily from a State Water Board Cleanup and Abatement Contract. Primary day-to-day coordination will be with a point of contact identified by the CV-SALTS Technical Committee and with the Program Manager.

2.1 Request for Qualifications

This request is for a Statement of Qualifications (SOQ) for providers of professional services to accomplish the scope of work shown in Attachment A. Responding entities may provide SOQ document covering one, multiple, or all tasks in the scope. The Consultant shall provide qualifications for all areas within the scope that they wish to be considered for. CV-SALTS may award to one or more firms for this effort. Consultants who are not qualified or do not wish to be evaluated for the TPM task in the scope will mark their SOQ as NON-TPM SOQ for review. The Consultant will provide a SOQ documenting their project approach, hourly rates for all staff listed in the qualifications document and needed to perform the scope of work, any other rates or charges for the staff, any travel costs for staff and any other charges including markup on subcontracting or any standard charges. Charges or fees not included in the SOQ will not be allowable costs under the contract.

Consultant should address how they would manage Task Orders under their contract. They should address how they would recommend work scope tasks be done by the Consultant's staff or team or a third party. The Consultant should explain how they would manage the work of outside parties, other Consultants and volunteers or in-kind work provided.

2.2 TPM Work, Schedule and Budget

While the Consultant's SOQ should focus on qualifications for the Technical Project Manager the Consultant should also provide additional documentation on their project approach and scope for the TPM. The Consultant should propose a budget, work breakdown structure, schedule and TPM Scope based on a 1-year period of performance with two 1-year extensions for the TPM scope only. These

documents will illustrate the qualifications of the proposed TPM and provide the draft source documents for the contract with the Consultant.

Cost assumptions for the TPM proposal should be well documented and organized to allow the Executive Committee to increase or decrease efforts based on available funding, duration or workload. The selected Consultant will provide all materials, equipment, labor, planning and coordination to provide the services listed in Attachment A with Technical Committee input and oversight.

CV-SALTS will require the Consultant commit to providing the selected individual as Technical Project Manager for the duration of the program. Should the individual become unavailable, the contract may be terminated. Should the Executive Committee elect not to terminate the Consultant shall bear all costs related in any way to changes in staffing.

3 Scope of Work

The scope of work is shown in Attachment A.

4 Instructions

Responses to this RFQ must be made according to the requirements set forth in the Scope of Work. Failure to adhere to these requirements or to include conditions, limitations, or misrepresentations may be cause for rejection of the submission. Any correction and resubmission by the proposer will not extend the time for evaluation of the submission. SOQ documents will be reviewed by a group composed of members of CV-SALTS Technical and Executive Committees.

Submit one electronic file and six (6) complete copies of the submission and related information to:

San Joaquin Valley Drainage Authority
c/o Joseph C. McGahan
Summers Engineering
887 N. Irwin St.
P. O. Box 1122
Hanford, CA 93232
jmcgahan@summerseng.com

All submissions must be received by July 1, 2011 – 4:00 pm.

4.1 *Required Information*

All submissions must include the following information:

1. Cover letter, including name, telephone number, and address of the firm
2. Table of contents
3. Description of the firm's business; *i.e.*, individual, partnership, joint venture, etc.
4. Background information about the proposer, including technical qualifications and licenses

5. Description of the firm's experience, including the scope of similar projects
6. Organizational chart showing proposed management and project team
7. Complete list of personnel, their qualifications for CV-SALTS work, this should also include any subcontractors that will be dedicated to this project
8. Assigned personnel background, experience, and job title/classification
9. Proposed scope of work for the TPM task
10. Detailed project schedule for the TPM task
11. Fee proposal shall include breakdown of labor hours by employee billing classification, expense reimbursement schedule that includes cost of non-labor and sub-contractor services for the TPM task
12. Hourly billing rates for personnel to be assigned to the project
13. Any exceptions to the Standard Services Agreement (Attachment C), exceptions will be considered in award qualifications.

5 Evaluation Criteria

Evaluation of Technical Qualifications will be conducted on the following:

1. Responsiveness to RFQ and SOQ organization and clarity
2. Experience and qualifications of the Technical Project Manager and assigned individuals in salinity and nutrients in relation to regulatory issues
3. Project approach and understanding
4. Contractor ability to complete work products on schedule
5. Demonstrated ability to act independently and perform unbiased evaluations
6. Experience and qualifications of the firm in
 - a. Groundwater and surface water integration
 - b. Simplifying complex information into simplified concepts for presentation
 - c. Project management in a stakeholder driven regulatory environment
 - d. Salts and nutrients issues
 - e. Basin planning and successful Basin Plan Amendment completion
 - f. Technical skills and experience in studies supporting Basin Planning
 - g. Regional planning and Central Valley agricultural issues
7. Project management qualifications of the firm and staff
 - a. Demonstrated management experience
 - b. Track record of completion of complex tasks on schedule
 - c. Scope, cost and schedule development and review
 - d. Clarity of the task order process including authorization and completion
 - e. Coordination, reporting and responsiveness in as stakeholder environment

Evaluation of Cost will be on the basis of the following:

8. Clarity and completeness of the breakdown of costs and explanation for the TPM task
9. Appropriateness of proposed fee structure and anticipated value and quality of services received for the TPM task
10. Total cost compared to the value of products and services

The selection process is anticipated to include an evaluation of the qualifications and cost proposal for the TPM task and may include an interview with top ranked firms.

6 General Requirements

All proposers are hereby advised that this RFQ is an informal solicitation and is not a commitment or offer to enter into an agreement or engage into any competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. CVSC, SJVDA, and Waterboards reserve the right to negotiate with any qualified source. CVSC, the Drainage Authority, and Waterboards reserve the right to reject any or all submissions for any reason or for no reason at all.

CVSC, SJVDA, and Waterboards reserve the right to request further information from the proposer, either in writing or orally. Such request will be addressed to that person or persons authorized by the proposer to represent the proposer. CVSC, SJVDA and Waterboards reserve the sole right to judge the proposer's representations, either written or oral. The Executive Committee will make the final selection decision for the award contracts.

Proposers understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms, conditions, and criteria contained in this RFQ.

False, incomplete, or unresponsive statements in connection with a submission may be sufficient cause for the rejection of the submission. The valuation and determination of the fulfillment of the above requirement will be CVSC, SJVDA, and Waterboards responsibility and their decision shall be final.

The CVSC, SJVDA, and Waterboards reserve the right to interpret or change any provisions of this RFP at any time prior to the submission date. Such interpretations or changes will be in the form of addenda to this RFQ. Such addenda will become part of this RFQ and may become part of any resultant contract. Such addenda will be made available to each person or organization that is known to have received this RFQ. Should such addenda require additional information not previously requested, a firm's failure to address the requirements of such addenda might result in the submission being disqualified or ranked lower in reviews. All SOQs submitted in response to this RFP will become the exclusive property of the CVSC, Drainage Authority and Waterboards and will be made available to CV-SALTS stakeholders.

This project is intended to be funded from Cleanup and Abatement (CAA) funds awarded by the SWRCB. The terms and condition of those funds and the requirements of that contract will apply to the contractor. The SJVDA or other CV-SALTS entities may at their discretion fund this project from proceeds of State, Federal or other grants or agreements and Consultant contract may be managed by the agency providing funding with different or additional requirements which must be complied with. These issues will be resolved at the time of contracting with the selected contractor.

The SJVDA and Waterboards shall not in any way be liable for any costs incurred in connection with the preparation of any submission submitted in response to this RFQ.

The Consultant shall execute a Standard Agreement for services with the selected agency. The San Joaquin Valley Drainage Authority terms are shown in Appendix C, Submission of an SOQ is deemed accepting terms and conditions without exception unless noted in the submission.

7 Schedule of Submission Events

The following table contains the expected schedule of events for the RFQ process. SJVDA and the CVSC retain the right to modify this schedule as needed to support unexpected circumstances.

Activity	Dates
RFQ Distributed/posted to website	May 30, 2011
Submissions Due	July 1, 2011 – 4:00 pm
Committee Recommendation of Award	July 15, 2011
CVSALTS Executive Committee Approval	July 21, 2011
SJVDA Approval	August 2, 2011
Execution of Agreement with Contractor	By August 15, 2011

8 SOQ Authorization

(Please provide this document on your letterhead)

I certify I am authorized to submit this SOQ on behalf of my company, _____(company name), and this submission conforms to required specifications unless otherwise noted.

Company Name

Submission Submitted by

Title

Signature

Date

Email

Telephone Number

Facsimile Number

ATTACHMENT A

CV-SALTS Program and Technical Work Management Scope of Work

The following Work elements are intended to be Contracted as a part of this RFQ or other mechanisms.

Then following elements have not been contracted but are needed to support CV-SALTS.

1. Technical Project Manager (TPM) using a strong understanding of the scientific and technical documentation required to support regulatory programs will support the CV-SALTS collaborative efforts.
2. Future Technical Projects and Studies
 - 2.1. BUOS Phase II – additional work to improved existing data developed in Phase I
 - 2.2. CV-SALTS Conceptual Model of Water, Salt and Nitrate Sources and Interactions
 - 2.3. Studies and Data Collection to support policy elements of the Salt and Nitrate Management Plan (SNMP)
 - 2.4. Economics Studies and Documentation
 - 2.5. CEQA Equivalent Documentation supporting the Basin Plan Amendment
3. Central Valley Salt and Nutrient Management Plan (SNMP), including a Plan of Implementation that describes the implementation plans for the Basin Plan Implementation Section as well as the programs and projects stakeholders need to manage salinity and nitrate. The SNMP will provide the basis for the draft Basin Plan Amendment.
4. Basin Plan Amendment Document Development
 - 4.1. Policy Development
 - 4.2. Technical and Document Production

1.0 The TPM Performance Statement

The role of TPM is that of an individual or firm with the base capability to manage the technical work required to support the CV-SALTS program. In addition to the base capabilities and qualifications the RFQ would solicit the firm’s capabilities and qualifications to perform the work activities that are expected in the CV-SALTS program. The Technical Committee will act as the advisory committee for all technical work performed under the TPM. The Executive Committee will serve in the advisory role during the development of the Salt and Nitrate Management Plan.

The RFQ would seek to solicit one or more firms with various expertise or capabilities. Firms that do not wish to provide TPM services would be held for future technical contract efforts.

At a minimum the TPM shall provide all materials, labor, equipment, (subcontract services), and perform the following in a management role under the general oversight of the Technical Committee with funding authorization and policy direction from the Executive Committee:

- a. Develop the scopes of technical work (research, data, modeling, economics and related efforts) along with a draft schedule and draft cost budget.

- b. When the scope, budget and schedule have been reviewed and approved by the Technical and Executive committees, work with the contracting entity to procure or assign staff to perform work in accordance with the approved budget and schedule.
- c. With the Technical Committee, develop technical standards and guidelines for Basin Plan related work as requested.
- d. Manage the scope, schedule and cost for all technical efforts to ensure the work is completed on budget and within schedule. Provide status of all authorized work, including contracted efforts, subcontracted work, and in-kind efforts. Provide updates on work to be contracted and an estimate of funding needed for completion of work.
- e. Assist the Technical Committee with process and work products including technical committee meetings and subcommittee meetings to develop work as directed by the Executive Committee.
- f. Develop the draft Technical Committee Meeting Agenda in coordination with the Co-chairs and Program Manager.
- g. Coordinate with the Program Manager, Regional Board and others to inform and coordinate technical work.
- h. Critically review all technical work performed by contractors and in-kind efforts by stakeholders and prepare comments and acceptability review for the Technical Committee
- i. Support the technical committee meetings and subcommittee meetings
- j. Support the organization of management practices as determined by the Management Practice Subcommittee
- k. Coordinate with the Program Manager, State Water Board Staff, Regional Water Board staff and CV-SALTS committees as needed to be informed and accomplish all efforts required
- l. Ensure all technical work needed for a salt and nitrate management plan robust enough to support a basin plan amendment, is completed by January 2014 for final review and approval by May 2014.

The Technical Project Manager must have a strong understanding of the scientific and technical documentation required to support new regulatory requirements as demonstrated by a history of actual adopted basin plan amendments, use attainability assessments, site-specific objectives, and/or variances developed in a collaborative setting.

2.0 Future Technical Projects and Studies

This section provides a brief overview of potential projects and studies that may be included in the contract, subcontracts, or other projects managed by the TPM, with final determination on contracting as directed by the executive committee. A list of [prior works and data sources may be found at this link on the CV-SALTS website](#).

- 2.1 Beneficial Use and Objective Study (BUOS) Phase II – Update GIS Work and Water Quality Criteria to reduce errors in collected existing data by working with stakeholders to improve sections where they are knowledgeable and engaged. Add needed layers of information related to diversions and outfalls not available when originally compiled. The GIS tools should show all tributary relationships, wastewater outfalls, stormwater drains, Ag drains, water intakes, water supply wells, irrigation-only wells, basin plan segments, 303(d) listings,

etc. In addition the information compiled during the development of the Inland Surface Waters Program should be incorporated into the GIS to allow it to improve the data and inform the program. These coverages being developed will eventually show monitoring locations, stations, points of compliance, land use types and changes, drainage-shed, and become the backbone of the plan of implementation. The materials from the Phase 1 work are posted on the CV-SALTS Website at the following link:

BUOS P-1 TM-1 Geodatabase

http://cvsalinity.org/index.php/agendas/doc_download/488-buos-p-1-tm-1-geodatabase-draft

BUOS P-1 TM-2 Basin Plan

http://cvsalinity.org/index.php/agendas/doc_download/489-buos-p-1-tm-2-basin-plan-data

BUOS P-1 TM-3 Water Quality Criteria Lit Review

http://cvsalinity.org/index.php/agendas/doc_download/490-buos-p-1-tm-3-water-quality-criteria-lit-review

The viewer website is at <http://kjweb3.kennedyjenks.com/cvsalts/>

User Name: cvsalts Password: password

- 2.2 Conceptual Model of Water, Salt and Nitrate Sources and Interactions – Drawing on the Pilot Salt and Nitrate Source work, West Side Salt and Nitrate Study, BUOS Phase I and II and other sources of information, compile and organize existing information to develop missing information to prepare an initial conceptual model of water, salt and nitrate movement and interactions for the Central Valley Basins. This will be the basis of planning and evaluation of plans for salt control on a high level. This should be developed to use or be compatible with the GIS Tools developed in BUOS work. The documents which are completed are available on the CV-SALTS Website at <http://cvsalinity.org/index.php/component/content/article/18-events/60-admin>
- 2.3 Studies and data to support policy changes proposed in the final salt and nutrient management plans and the draft Basin Plan Amendment, as determined in discussions with the Executive Committee.
- 2.4 Economics Studies and Documentation – Based on the conceptual model and implementation planning, there is a need for study, evaluation and documentation of the economic costs and benefits as well as societal impacts of current regulation, future regulation and proposed program of implementation. Draft work may be needed during the development of 3.2.
- 2.5 CEQA Equivalent Documentation - To be determined during 3.2

3.0 Central Valley Salt and Nitrate Management Plan

This area of scope will bring together the policy elements developed in the Program Management and Facilitation scope with the technical studies that detail and demonstrate the plan of implementation into a complete Salt and Nitrate Management Plan (SNMP) that is robust enough to support a basin plan amendment. The SNMP must clearly support the policy objectives, beneficial uses, water quality objectives, implementation, and other elements proposed in the draft Basin Plan amendment. The SNMP must at a minimum satisfy the requirements of the Recycled Water Policy with augmentation as directed by the Executive Committee. For the implementation component, the Program Manager and the Technical Project Manager will work with stakeholders to develop and document their actions and the results of those actions to control salts and nitrate. These actions and elements of the policy changes and requirements, monitoring and other program requirements (adaptive management, future implementation and etc.) will be integrated at within the Program of Implementation. Elements of the Program of Implementation will be used in the development of the Basin Plan Implementation Section or incorporated by reference.

- 3.1 Description of major efforts, changes and impacts
- 3.2 Integration of regional and valley wide efforts and expected results
- 3.3 POI Draft document preparation support
- 3.4 POI Final document preparation support

4.0 Basin Plan Amendment Draft Document Development (Based on final SNMP)

- 4.1 Policy Development – initially occurs in the facilitation section and will proceed to development and approval by Executive Committee. At the completion this will be incorporated and documented in draft basin plan language.
- 4.2 Technical and Document Production – Technical efforts and document management and production will be required to assemble the document for incorporation into the basin plan. This effort and other preparation and documentation would be included in this section.

ATTACHMENT B

Explanation of CV-SALTS Program and Roles of Various Groups

The earlier sections detail the activities and role of the TPM. This section briefly describes the role of the other groups or functions within CV-SALTS. An organization chart is shown following the descriptions.

Executive Committee of CV-SALTS – is the programmatic Management Committee of the CV-SALTS initiative. They provide oversight of all committees and consultant work products to ensure review and policy acceptance. Committee has final authority in approval of scope, services and acceptance of products. The Committee Directs the Program Manager and Policy Facilitator.

Program Manager – Provides overall program management and prime contract for administration, coordination and facilitation. Under the direction of the Executive Committee provides coordination, program definition and integration of policy, outreach and technical activities supported by the TPM.

Policy Facilitator – Working under the Program Management contract develops and facilitates agreement on the policy issues and requirements to be developed for the basin plan

Technical and Economic Committees – Committee under the direction of the Executive Committee plans and manages technical studies and provides direction and reviews technical work making recommendations to the Executive Committee. Including the Management Practice Subcommittee, Knowledge Gained Subcommittee and others named by the Technical and Economic Committees.

Central Valley Salinity Coalition – The Coalition is the organizing entity for the Stakeholders to provide funding and coordinate stakeholder issues for CV-SALTS. Many Coalition Board Members are members of the Executive Committee.

Regional Water Board – The Regional Water Board composed of appointed members who participate in meetings but have a primary responsibility for consideration and approval of the basin plan amendments when proposed. The Regional Board is a member of the MOA for CV-SALTS.

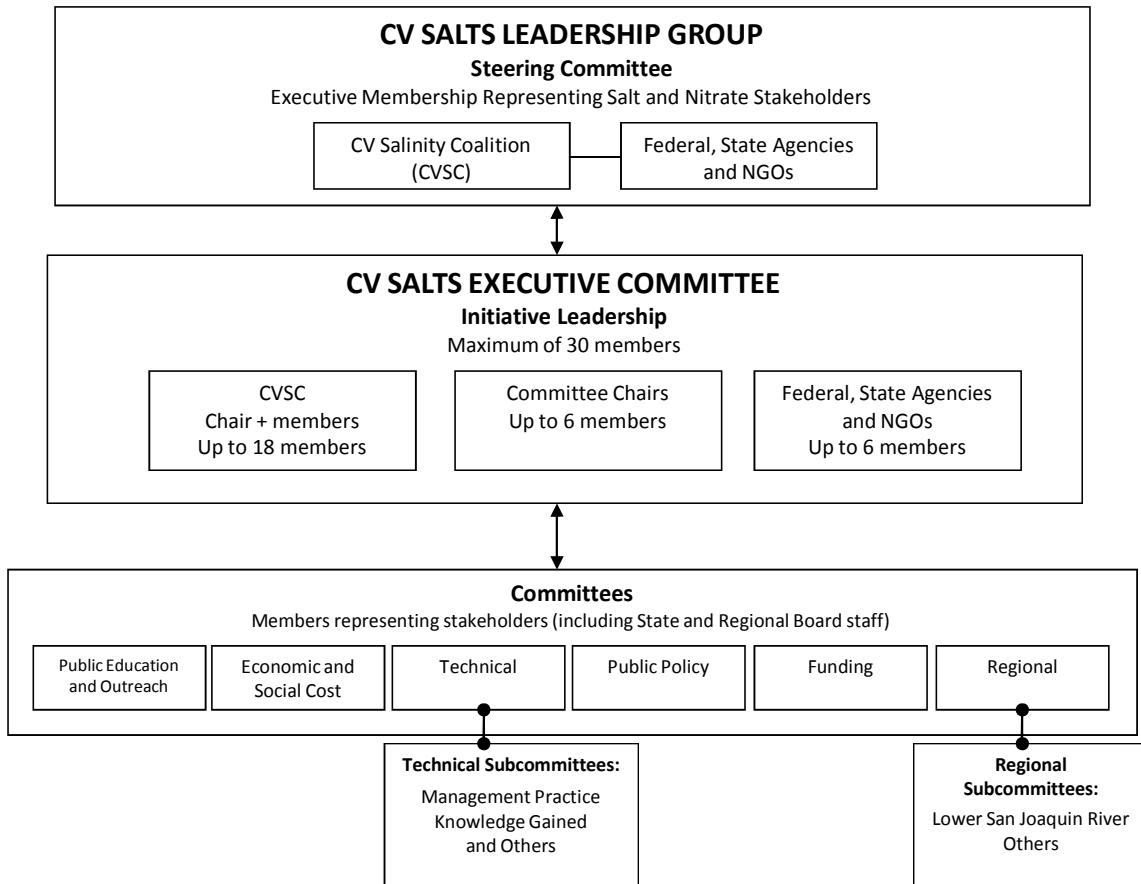
Regional Water Board Staff – Under direction of the Regional Board, participate as active stakeholders and provide oversight and feedback on efforts developed and coordination with other state agencies. The Regional Board is a member of the Executive Committee.

State Water Board – The Board is a member of the MOA for CV-SALTS and is a primary source of funding for the CV-SALTS efforts. Their primary responsibility will be for consideration and approval of the final basin plan when approved by the Regional Water Board.

State Board Staff – Participate as representative members of the MOA members to assist in coordination of State Board Issues and as a participant and member of the Executive Committee.

US EPA – The EPA should be represented as a participant in CV-SALTS and would have the role of coordination with their internal programs and with other federal agencies. Their primary responsibility will be for consideration and approval of the final basin plan amendment following approval by the State Water Board and Office of Administrative Law.

SJVDA – The Authority is a member of the Coalition and has also volunteered to act as contracting agent for State Board Cleanup and Abatement Funding for CV-SALTS.



SAN JOAQUIN VALLEY DRAINAGE AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective _____, 2010 between the San Joaquin Valley Drainage Authority, hereinafter referred to as "Drainage Authority" or "SJVDA" and _____, hereinafter referred to as "Contractor" or "Contractor Name".

The Drainage Authority requires services for the projects to implement the Central Valley Salinity Alternatives for Long-term Sustainability (CV-Salts), a stakeholder initiative being conducted by the Central Valley Wart Board (Regional Board) and the Central Valley Salinity Coalition (Coalition) in conjunction with the State Water Resources Control Board (State Water Board); and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

IT IS MUTUALLY AGREED, as follows:

1. PURPOSE OF CONTRACT

The Drainage Authority is entering into this Agreement with Contractor in order to obtain professional services required to fulfill Contractor's obligations under Agreement No. 09-076-150 (Agreement) between the San Joaquin Valley Drainage Authority and the State Water Resources Control Board (SWRCB), a complete copy of which is attached as Appendix 1 to this Agreement.

2. SCOPE OF SERVICES

The Drainage Authority hereby engages the Contractor, and the Contractor agrees to perform the services for the **San Joaquin Valley Drainage Authority**, as described in Exhibit A, which is incorporated by reference herein. The Contractor has been identified as a subcontractor of the Drainage Authority, and the Contractor's services have been described and budgeted in Appendix 1. Contractor shall perform and coordinate work with the Drainage Authority so that the master Agreement can be completed.

A. Modification of Scope of Services Any change in the Scope of the Professional Services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance of nature of the professional services will not be paid for or accepted unless such change, addition or deletion be approved in advance, in writing, by the Drainage Authority.

B. Contractor's Subcontracts The Contractor shall not enter into subcontracts for any

services work contemplated under this Agreement without the prior written consent of the Drainage Authority.

3. TERM OF AGREEMENT AND PERFORMANCE SCHEDULE

This Agreement shall become effective as of the effective date on page 1. Contractor shall perform the services specified under this Agreement between [REDACTED] and [REDACTED] June 30, 2007, in accordance for the Performance Schedule set forth in Exhibit B, which is incorporated by reference herein, unless such Schedule is modified by mutual agreement, with the approval of the State Water Board, Central Valley Regional Contract Manager (Contract Manager). Neither party shall be liable for delays from causes beyond its control.

4. COMPENSATION AND METHOD OF PAYMENT

A. Amount Compensation for services shall be as described in Exhibit C, which is incorporated by reference herein, not to exceed \$ [REDACTED] for all work contemplated by this Agreement.

B. Payment Upon submission of an invoice by the Contractor, and upon approval by the Drainage Authority's representative, the Drainage Authority shall pay the Contractor within 14 days after payment is received by the Drainage Authority from the SWRCB for said invoice no more often than monthly for fees and allowed expenses incurred the prior month, up to the maximum amount provided for in paragraph 4 of this Agreement. Ten percent of any progress payment that may be provided under this agreement shall be withheld by the SWRCB pending satisfactory completion of the work under this agreement in accordance with Appendix 1. Satisfactory completion will require approval from the SWRCB Contract Manger.

5. CONTRACTOR'S PROFESSIONAL STATUS

A. Performance Standard The Contractor shall conduct all work consistent with the professional standards of the industry and type of work being performed under the Agreement.

B. Warranty The Drainage Authority has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. The Contractor hereby warrants that all of its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws.

C. Professional Liability Insurance Contractor shall procure and/or maintain Professional Liability Insurance coverage for protection from claims arising out of performance of any professional services under this Agreement due to the Engineer's professional negligent acts errors or omissions. Total liability under this provision shall not exceed the Contractor's compensation for services.

6. INSURANCE

Contractor will file with the Drainage Authority before beginning professional services, certificates of insurance satisfactory to the Drainage Authority evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general aggregate) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the Drainage Authority. Any insurance, self-insurance or other coverage maintained by the Drainage Authority, its directors, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII or as otherwise approved by the Drainage Authority. In the event that the Contractor employs other contractors (sub-consultants or sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

7. INDEMNIFICATION

Consultant hereby covenants and agrees that SJVDA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any act or omission or misconduct of Consultant. Consultant shall save and hold harmless, defend and indemnify SJVDA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's performance of the work required under this Agreement and any related Exhibit or Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Exhibit or Task Order, except such loss or damage which was caused by the active negligence or willful misconduct of SJVDA. If requested by any of the indemnities, Consultant will defend any such suits at their sole cost and expense. Consultant's obligations under this section shall exist regardless of concurrent active negligence or willful misconduct on the part of SJVDA or any other person, SJVDA's obligation to indemnify and defend shall be limited to the proportion of active negligence or willful misconduct attributable to SJVDA, their sub consultants or any person under the direction or control of SJVDA.

8. GENERAL CONDITIONS

The Contractor agrees to comply with the Standard Conditions described in Exhibit D to this Agreement, said Exhibit D being incorporated by reference herein.

9. SPECIAL CONDITIONS

The Contractor agrees to comply with the Special Conditions described in Exhibit E to this Agreement, said Exhibit E being incorporated by reference herein.

10. COMPLIANCE WITH LAW

The Contractor shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this Agreement, including but not limited to, employment and purchasing practices; wages, hours and conditions of employment; and licensing and permit requirements.

11. TERMINATION

This Agreement may be terminated by the Drainage Authority for cause as specified in Exhibit D, General Conditions 7, and may be terminated by the Drainage Authority at any time, without cause, upon written notification to the Contractor. The Contractor may terminate this Agreement upon 60 days written notice to the Drainage Authority.

Subject to the provisions of Exhibit D, General Conditions 7, following termination by the Drainage Authority or the Contractor, the Contractor shall be reimbursed for all invoices due and payable and other expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

12. REPRESENTATION & NOTICE

A. Joseph C. McGahan is the SJVDA Project Manager. Unless this Agreement or a written notice to the Contractor provides to the contrary, the SJVDA Project Manager is the representative of the Drainage Authority authorized to execute agreements, issue approvals, and take all actions required to implement this Agreement, except that all payments shall be issued by the Drainage Authority's Accounting Department. Contractor shall submit all reports, invoices and other items required by this Agreement to the SJVDA Project Manager.

B. The Contractor's designated representative for purposes of this contract is _____.

C. Any notice provided for herein are necessary to the performance of this Agreement and shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

DRAINAGE AUTHORITY

Joseph C. McGahan
SJVDA Project Manager
San Joaquin Valley Drainage Authority
P. O. Box 1122
887 N. Irwin Street
Hanford, CA 93232
559-582-9237 Phone
559-582-7632 Fax
jmcgahan@summerseng.com

CONTRACTOR

13. INTERPRETATION OF DOCUMENTS

A. Abbreviations and acronyms not expressly spelled out in this Agreement shall be called to attention of the Project Manager for clarification.

B. In the event any provision of this Agreement conflicts with terms contained in Appendix 1, the terms of this Agreement shall prevail over conflicting terms in Appendix 1.

14. AGREEMENT BINDING

This Agreement binds and is for the benefit of the parties and their respective heirs, successors, assigns and representatives.

15. HEADINGS

The titles of sections of this Agreement are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.

16. CONFLICTS OF INTEREST

Contractor shall comply with all applicable State laws and rules pertaining to conflict of interest, including, but not limited to, Government Code section 1090, Government Code section 81000 et seq. (Political Reform Act), and Public Contract Code sections 10410 and 10411. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the actual appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

The parties have executed this Agreement the day and year first above written. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

San Joaquin Valley Drainage Authority

Contractor: _____

By: _____
Joseph C. McGahan
SJVDA Project Manager

By: _____

Date: _____

Date: _____

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – SCHEDULE OF PERFORMANCE

EXHIBIT C – SUBCONTRACTOR’S COMPENSATION

EXHIBIT D – GENERAL CONDITIONS
(Use Exhibit C from Master Agreement 09-076-150)

EXHIBIT E – SPECIAL CONDITIONS (Use Exhibit D – Additional Provisions from Master Agreement 09-076-150)

1. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

2. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from the State Water Board, San Joaquin Valley Drainage Authority shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. San Joaquin Valley Drainage Authority shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

3. Dispute Resolution Process

If San Joaquin Valley Drainage Authority believes there is a dispute or grievance between San Joaquin Valley Drainage Authority and the State Water Board, both parties shall follow the two-step procedure outlined below.

- A. San Joaquin Valley Drainage Authority should first discuss the problem informally with the State Water Board program contract manager. If the problem cannot be resolved at this stage, San Joaquin Valley Drainage Authority must direct the grievance together with any evidence, in writing, to the program Section Chief. The grievance must state the issues in dispute, the legal authority or other basis for San Joaquin Valley Drainage Authority position and the remedy sought. The Section Chief must make a determination on the problem within ten (10) working days after receipt of the written communication from San Joaquin Valley Drainage Authority. The Section Chief shall respond in writing to San Joaquin Valley Drainage Authority indicating the decision and reasons therefore. Should San Joaquin Valley Drainage Authority disagree with the Section Chief's decision, San Joaquin Valley Drainage Authority may appeal to the second level.

- B. San Joaquin Valley Drainage Authority must prepare a letter indicting why the Section Chief's decision is unacceptable, attaching to it San Joaquin Valley Drainage Authority original statement of the dispute with supporting documents along with a copy of the Section Chief's response. This letter shall be sent to the Division Chief of the division in which the section is organized within ten (10) working days from receipt of the Section Chief's decision. The Division Chief or designee shall meet with San Joaquin Valley Drainage Authority to review the issues raised. A written decision signed by the Division Chief or designee shall be returned to San Joaquin Valley Drainage Authority within twenty (20) working days of receipt of San Joaquin Valley Drainage Authority's letter.

4. *Audit and Record Retention*

- A. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.
- B. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- C. Contractor agrees that the State Water Board, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. 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, the 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. (GC 8546.7, CCR Title 2, Section 1896).
- D. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
 - 1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - 2) If any litigation, claim, negotiation, audit, or other action involving the

records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- E. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

- F. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

5. Performance Evaluation

- A. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:
 - 1) Whether the contracted work or services were completed as specified in the agreement and reasons for and amount of any cost overruns.
 - 2) Whether the contracted work or services met the quality standards specified in the agreement.
 - 3) Whether the Contractor fulfilled all requirements of the agreement.
 - 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.

- B. The evaluation of the Contractor shall not be a public record.

6. Progress Reports or Meetings

- A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by SWRCB to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

- B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and

recommendations. If required by this agreement, Contractor shall submit a comprehensive final report by the date specified.

7. Freeze Exemptions

- A. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

8. Avoidance of Conflicts of Interest by Contractor

- A. SWRCB intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, SWRCB reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to SWRCB review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

- C. If SWRCB is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by SWRCB to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by SWRCB and cannot be resolved to the satisfaction of SWRCB, the conflict will be grounds for terminating the contract. SWRCB may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

9. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

Appendix 1

Agreement No. 09-076-150 (Agreement) between the San Joaquin Valley Drainage Authority
and the State Water Resources Control Board (SWRCB)

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

AGREEMENT NUMBER 09-076-150
REGISTRATION NUMBER

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

STATE AGENCY'S NAME	(Also referred to as SWRCB or the State)
State Water Resources Control Board	
CONTRACTOR'S NAME	(Also referred to as Contractor)
San Joaquin Valley Drainage Authority	
- The term of this Agreement is: Upon DAS' Approval through January 31, 2012
- The maximum amount of this Agreement is: \$ 1,200,000
One Million Two Hundred Thousand Dollars.
- 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	5 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit B, Attachment I – Budget	1 page
Exhibit C* - General Terms and Conditions	<u>GTC 307</u>
Exhibit D – Additional Provisions	6 pages
Exhibit E – Travel Reimbursement Information	2 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.) San Joaquin Valley Drainage Authority		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12.30.09	
PRINTED NAME AND TITLE OF PERSON SIGNING Daniel G. Nelson, Executive Director		
ADDRESS 887 N. Irwin Street, P.O. Box 1122 Hanford, CA 93232		
STATE OF CALIFORNIA		
AGENCY NAME State Water Resources Control Board		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1.6.10	
PRINTED NAME AND TITLE OF PERSON SIGNING Esteban Almanza, Deputy Director, Division of Administrative Services		
ADDRESS 1001 I Street, 18 th Floor, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: Water Code Section 1330.b.(2)

Exhibit A
Scope of Work

1. Overview

The San Joaquin Valley Drainage Authority (SJVDA) will provide contracting and contract administration services for projects to implement the Central Valley Salinity Alternatives for Long-term Sustainability (CV-SALTS), a stakeholder initiative being conducted by the Central Valley Water Board (Regional Board) and the Central Valley Salinity Coalition (Coalition) in conjunction with the State Water Resources Control Board (State Water Board).

2. Project Representatives

A. The project representatives during the term of this Agreement will be:

State Water Board, Central Valley Region	San Joaquin Valley Drainage Authority
Rudy Schnagl, Contract Manager	Name: Dan Nelson, Project Director
Phone: (916) 464-4701	Phone: (209) 826-9696
Fax: (916) 464-4800	Fax: (209) 826-9698
E-mail: rschnagl@waterboards.ca.gov	E-mail: dan.nelson@sldmwa.org

B. Direct all inquiries to:

State Water Resources Control Board Central Valley Region	San Joaquin Valley Drainage Authority
Attention: Linda Bracamonte	Attention: Joseph McGahan
11020 Sun Center Drive, Suite 200 Rancho Cordova, CA 95670-6114	Summers Engineering, Inc. 887 N. Irwin St., P.O. Box 1122 Hanford, CA 93232
Phone: (916) 464-4620	Phone: (559) 582-9237
Fax: (916) 464-4600	Fax: (559) 582-7632
E-mail: lbracamonte@waterboards.ca.gov	E-mail: JMcGahan@Summerseng.com

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A
Scope of Work

3. Background

- A. The State Water Board and the Regional Board have identified salinity as a major, widespread growing threat to maintaining the beneficial uses of surface water and groundwater in the Central Valley. Salinity and nitrate from past and current sources impair beneficial uses of waters throughout the basin and result in pollution of drinking water sources for some communities in the Central Valley. While there are salinity regulatory controls in place, a much more comprehensive approach is needed to effect regional change, including the development of Basin Plan amendments and involvement of the many stakeholders that use Central Valley waters.
- B. The Regional Board and the State Water Board have concluded that as the surface water and groundwater supplies of the Central Valley become intensely used and as wastewater streams become more concentrated, salinity and nitrate impairments are being discovered with greater frequency. The Regional Board and the State Water Board have initiated a comprehensive effort to address salinity problems in California's Central Valley and adopt long-term solutions that will lead to enhanced water quality and economic sustainability. Central Valley Salinity Alternatives for Long-Term Sustainability (CV-SALTS) is an effort to develop and implement a comprehensive salinity/nutrient management program. The goal of CV-SALTS is to maintain a healthy environment and a good quality of life for all Californians by protecting our most essential and vulnerable resource, water.
- C. The State Water Board and the Regional Board established a Central Valley Salinity Advisory Group (known today as the Central Valley Salinity Leadership Group) in 2006 to take the lead in the CV-SALTS effort, and committees (CV-SALTS Committees) of this group have been meeting ever since.
- D. The Central Valley Salinity Coalition (Coalition) is an organization formed under Internal Revenue Code Section 501(c)(6) for purposes of seeking supplemental funding from non-State parties for the Study and for assisting in the administration of CV-SALTS efforts. The Coalition has entered into a Memorandum of Agreement with the Regional Board and the State Water Board for CV-SALTS. Standing Rules have been approved to document the roles of the State Water Board, Regional Board, CV-SALTS Committees and Coalition.

Exhibit A
Scope of Work

- E. The San Joaquin Valley Drainage Authority (SJVDA) is a joint powers agency organized pursuant to the California Government Code Section 6500 et seq., comprised of 12 member local agencies for the purpose, among others, to identify and implement feasible regional long-term solutions to drainage issues affecting irrigated agricultural lands in the San Joaquin Valley, either along or together with the State of California and/or the United States. The SJVDA is a member of the Coalition and an active participant in the CV-SALTS initiative.
- F. On March 17, 2009 the State Water Board adopted Resolution No. 2009-0023, which approves the use of \$1.2 million in Cleanup and Abatement Account funding for the development of a salinity and nitrate management plan for the Central Valley (the State Board CV-SALTS Fund). Specifically, the funding was allocated for a Salinity and Nitrate Objective and Beneficial Use Study (Study), which will establish a model using existing, reliable, and usable data from areas and water bodies within the Central Valley. The expectation is that this model can then be used to establish beneficial uses and objectives for areas where little or no data exist. The Study will be implemented through multiple projects. Match funding for proposed projects is expected to be developed through the Coalition to augment the State Board CV-SALTS Fund for the Study.

4. Services to be Performed

A. Project Selection

- 1) With input from CV-SALTS Committees, the State Water Board/Regional Board Contract Manager will identify and prioritize specific projects that will be conducted to complete the Study and will prepare a detailed scope of work, including a description of the expected tasks for such project, budgets, schedule, and deliverables, such as report requirements (the Scope of Work) for each project proposed for funding.
- 2) The State Water Board/Regional Board Contract Manager will also ask the CV-SALTS Executive Committee to: i) review and comment on the Scope of Work for each proposed project; ii) advise as to whether the Scope of Work is final; iii) recommend projects for funding from the State Board C-V SALTS Fund; iv) designate the CV-SALTS Committee with primary review responsibility; and v) advise as to whether or not matching funds are available for the project. Information provided by

Exhibit A
Scope of Work

the CV-SALTS Executive Committee will be compiled by the State Water Board/Regional Board Contract Manager and provided to the SJVDA with the notice to proceed.

- 4) The State Water Board/Regional Board Contract Manager shall provide the SJVDA with a notice to proceed together with the Scope of Work and any appropriate supporting documents for each approved project.

B. Matching Funds

One goal of the CV-SALTS effort is to raise funds and conduct projects that support the development of a Salinity and Nitrate Management Plan for the Central Valley. The SJVDA may use State Board CV-SALT funds and funding from other sources to subcontract work related to the Study. When this occurs, the subcontract will clearly state which work products are paid for by State Board CV-SALT funds.

C. Contracts and Administration

- 1) Promptly upon receipt of the notice to proceed from the State Water Board/Regional Board Contract Manager, the SJVDA will implement a process to solicit services to implement the approved project.
 - a) Because the work for the Study will consist primarily of scientific investigations, data collection and modeling and will not include public works construction, the SJVDA will develop appropriate packages and request proposals in accordance with the requirements of Section 3.06 of the State Contracting Manual.
 - b) Prior to the award of a subcontract for any approved project, the SJVDA shall submit the proposed subcontract for approval by the State Water Board/Regional Board Contract Manager.
- 2) The SJVDA shall provide oversight and management of the projects, including, but not limited to the following:
 - a) All projects must include a process for providing progress reports and draft reports to the State Water Board/Regional Board Contract Manager and appropriate CV-SALTS committees, allowing time for development of comments by these parties, and for responding to the comments received.

Exhibit A
Scope of Work

- b) For projects with match funding, SJVDA shall ensure that projects include measures to verify i) that information included in the proposals describes the tasks to be funded with State Board CV-SALTS Funds and separately describes the additional or augmented tasks to be accomplished with match funds; and ii) that match funding is available in the amount described in the approved project prior to the start of work performed under the subcontract.
- c) The SJVDA will prepare and submit quarterly reports describing work completed during the quarter and invoices as described in Exhibit B of this contract; no work performed prior to the approval of State Board Resolution 2009-023 is eligible for reimbursement and funds expended prior to that date shall be considered match funds of any project approved prior to that date.
- d) Five hard copies and one electronic copy of each of the final project reports prepared under this contract will be submitted to the State Water Board/Regional Board Contract Manager. Final payment will not be made until the reports are received and accepted by the State Water Board/Regional Board Contract Manager.
- e) The SJVDA will prepare and submit a final report summarizing all work completed under this contract.

5. Deliverables

Deliverable	Due Date
Quarterly reports describing work completed during the quarter and invoices	30 days following calendar quarter
Final individual project reports	As approved by Contract Manager but no later than 15 September 2011
Draft overall final report	As approved by Contract Manager but no later than 15 September 2011
Final report and final invoice	1 December 2011

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Rudy Schnagl
State Water Resources Control Board
California Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-6114

C. Invoices shall:

- 1) Be prepared on agency letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Bear the Contractor's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Only those costs and/or cost categories expressly identified as allowable in this agreement may be reimbursed.

2. Progress Payment Withholds

- A. Progress payments shall not be made more frequently than monthly in arrears or at clearly identifiable stages of progress, based upon written progress reports submitted with contractor's invoices. In the aggregate, progress payments shall not exceed Ninety percent (90%) of the total agreement amount, regardless of agreement length.
- B. Ten percent (10%) shall be withheld by the State Water Board from each invoice submitted for reimbursement, under the following conditions:
 - 1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the agreement.

Exhibit B
Budget Detail and Payment Provisions

- 2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
 - 3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.
- C. Release of Amounts Withheld: As individual and/or distinct task, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to the State Water Board; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of the State Water Board.

3. Budget Contingency Clause

- A. 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.
- B. 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.

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - 1) \$1,200,000 from the date of Division of Administrative Services (DAS) approval through January 31, 2012.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

Exhibit B
Budget Detail and Payment Provisions

5. Recovery of Overpayments

- A. SJVDA agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State Water Board via one of the following options:
- 1) SJVDA remittance to the State Water Board of the full amount of the audit exception within 30 days following the State Water Board's request for repayment;
 - 2) Repayment schedule which is agreeable to both the State Water Board and SJVDA.
- B. The State Water Board reserves the right to select the recovery option that will be employed and the SJVDA will be notified by the State Water Board in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the SJVDA, beginning 30 days after SJVDA receipt of the State Water Board's demand for repayment.
- D. If the SJVDA has filed a valid appeal to the State Water Board regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If SJVDA loses the final administrative appeal, SJVDA shall repay, to the State Water Board, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the SJVDA first receipt of the State Water Board's notice requesting reimbursement of questioned audit costs or disallowed expenses.

6. Budget Flexibility Clause

- A. Subject to the prior review and approval of the contract manager, line items shifts of up to \$25,000 or 10% of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$25,000 or 10%, whichever is less, for all line items shifts over the life of the contract.
- B. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited.

Exhibit B
Budget Detail and Payment Provisions

- C. Line item shifts may be proposed/requested by either the State Water Board or the Contractor in writing and must not increase or decrease the total contract amount allocated. Any line item shifts must be approved in writing by the Deputy Director of (managing division), or his/her designee, and must be sent to Contract Office within 10 days of approval for inclusion in the contract folder.
- D. If the contract is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

7. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to the State Water Board upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. Costs and/or expenses deemed unallowable are subject to recovery by the State Water Board. See provision 5 in this exhibit entitled, "Recovery of Overpayments" for more information.

8. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no later than December 1, 2011 unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoices submission deadline. Written State approval shall be

Exhibit B
Budget Detail and Payment Provisions

sought from the program contract manager prior to the expiration or termination date of this agreement.

9. Travel and Per Diem Reimbursement

Reimbursement for travel and per diem expenses from SWRCB under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for non-represented State employees as stipulated in SWRCB Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the agreement the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Exceptions to DPA rates may be approved by SWRCB upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from SWRCB. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or e-mail confirmation.

10. Subcontracting Requirements

As a requirement of this Agreement (and any amendments thereto), subcontracting is limited to \$50,000 or 25% of the total contract, whichever is less. If the total of all subcontracts exceeds the limitation, all subcontracts must be in accordance with the following conditions:

- A. Subcontract service(s) must be selected by the primary contractor pursuant to a bidding process requiring at least three bids from responsible bidders. A bidding process is not a required when a subcontractor(s) is one of the following entities:

Entities excluded from bidding:

- 1) Another state entity, including:
 - a) A governmental agency from any state (Public Contract Code § 10340)
 - b) A state college or state university from any state.
- 2) A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
- 3) An auxiliary organization of the California State University (CSU), or a California community college
- 4) The Federal Government
- 5) A foundation organized to support the Board of Governors of the California Community Colleges, or

Exhibit B
Budget Detail and Payment Provisions

- 6) An auxiliary organization of the Student Aid Commission established under Education code § 69522.
- B. By signing this Agreement, the Contractor is certifying selection of a non-excluded subcontractor(s) was pursuant to a bidding process requiring at least three bids from responsible bidders.
- C. In the event subcontracted service(s) cannot be selected through the bidding process as described in paragraph A above the contractor then must submit to the State Water Board: in advance name(s) of the subcontractor(s), services being provided, an explanation outlining the subcontractor(s) unique qualifications that qualified them to be selected through a non competitive bid process, and the number of contracts awarded to them by the primary contractor in the last twelve months.
- D. The State Water Board will only pay overhead charges on the first \$25,000 for each subcontract.
- E. Subcontracted services must be disclosed in the line item budget.

Exhibit B, Attachment I
Budget

(Upon DAS' Approval through January 31, 2012)

Personnel

Position Title and Number of each

Hourly Rate

Accountant

\$77.31 - \$79.64

Project Manager

\$155 - \$160

Attorney

\$195 - \$250

Total Personnel \$90,948

Fringe Benefits (included in Personnel)

Operating Expenses

\$ 5,000

Travel

\$ -0-

Equipment

\$ -0-

Subcontracts

TBD - These services will be subcontracted in accordance with SCM 3.06 as detailed in Exhibit B, Scope of Work.

Total Subcontracts \$1,104,052

Other Costs

\$ -0-

Total Costs \$1,200,000

EXHIBIT C

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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.

Exhibit D
Additional Provisions

1. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

2. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from the State Water Board, San Joaquin Valley Drainage Authority shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. San Joaquin Valley Drainage Authority shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

3. Dispute Resolution Process

If San Joaquin Valley Drainage Authority believes there is a dispute or grievance between San Joaquin Valley Drainage Authority and the State Water Board, both parties shall follow the two-step procedure outlined below.

- A. San Joaquin Valley Drainage Authority should first discuss the problem informally with the State Water Board program contract manager. If the problem cannot be resolved at this stage, San Joaquin Valley Drainage Authority must direct the grievance together with any evidence, in writing, to the program Section Chief. The grievance must state the issues in dispute, the legal authority or other basis for San Joaquin Valley Drainage

Exhibit D
Additional Provisions

Authority position and the remedy sought. The Section Chief must make a determination on the problem within ten (10) working days after receipt of the written communication from San Joaquin Valley Drainage Authority. The Section Chief shall respond in writing to San Joaquin Valley Drainage Authority indicating the decision and reasons therefore. Should San Joaquin Valley Drainage Authority disagree with the Section Chief's decision, San Joaquin Valley Drainage Authority may appeal to the second level.

- B. San Joaquin Valley Drainage Authority must prepare a letter indicting why the Section Chief's decision is unacceptable, attaching to it San Joaquin Valley Drainage Authority original statement of the dispute with supporting documents along with a copy of the Section Chief's response. This letter shall be sent to the Division Chief of the division in which the section is organized within ten (10) working days from receipt of the Section Chief's decision. The Division Chief or designee shall meet with San Joaquin Valley Drainage Authority to review the issues raised. A written decision signed by the Division Chief or designee shall be returned to San Joaquin Valley Drainage Authority within twenty (20) working days of receipt of San Joaquin Valley Drainage Authority's letter.

4. Audit and Record Retention

- A. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.
- B. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- C. Contractor agrees that the State Water Board, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. 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, the

Exhibit D
Additional Provisions

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. (GC 8546.7, CCR Title 2, Section 1896).

- D. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
- 1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - 2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- E. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- F. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

Exhibit D
Additional Provisions

5. Performance Evaluation

- A. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:
- 1) Whether the contracted work or services were completed as specified in the agreement and reasons for and amount of any cost overruns.
 - 2) Whether the contracted work or services met the quality standards specified in the agreement.
 - 3) Whether the Contractor fulfilled all requirements of the agreement.
 - 4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.
- B. The evaluation of the Contractor shall not be a public record.

6. Progress Reports or Meetings

- A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by SWRCB to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- B. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this agreement, Contractor shall submit a comprehensive final report by the date specified.

7. Freeze Exemptions

- A. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.

Exhibit D
Additional Provisions

- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
 - D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.
- 8. Avoidance of Conflicts of Interest by Contractor**
- A. SWRCB intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, SWRCB reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to SWRCB review and prior approval.
 - B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
 - C. If SWRCB is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by SWRCB to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by SWRCB and cannot be resolved to the satisfaction of SWRCB, the conflict will be grounds for terminating the contract. SWRCB may, at

Exhibit D
Additional Provisions

its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

9. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

Travel Reimbursement Information
(State Water Resources Control Board)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. *The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.*
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. *Exceptions to DPA lodging rates may be approved by SWRCB upon the receipt of a statement on/with an invoice indicating that such rates are not available.*
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. *Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.*
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the State Water Resources Control Board or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.*

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel *is necessitated by the scope or statement of work* and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior SWRCB *written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).*
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this *exhibit*.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

Travel Reimbursement Information

Exhibit E (Continued)

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, SWRCB shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **55 cents** maximum per mile. If a contractor uses his or her car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. *Travel expense reimbursement* detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. *Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.*
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

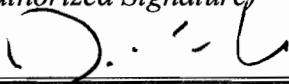
Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> • Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m. 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. *At SWRCB' discretion, changes or revisions made by SWRCB to this exhibit, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by SWRCB program policy.*

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> San Joaquin Valley Drainage Authority		<i>Federal ID Number</i> 77-0518862
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Daniel G. Nelson, Executive Director		
<i>Date Executed</i> 12.30.09	<i>Executed in the County of</i> Merced	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to 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.

Current State Employees (Pub. Contract Code §10410):

- 1). 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.
- 2). 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.

Former State Employees (Pub. Contract Code §10411):

- 1). 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.
- 2). 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.

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

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. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.