

Professional Services Agreement
Work Order Number: C2001



ELSINORE VALLEY MUNICIPAL WATER DISTRICT
Engineering Department

REQUEST FOR PROPOSALS

FOR:

**CANYON LAKE WATER TREATMENT PLANT
PHASE 1 IMPROVEMENTS
CONSTRUCTION MANAGEMENT SERVICES**

**31315 Chaney Street
Lake Elsinore, CA 92530
951.674.3146**

August 2023

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
REQUEST FOR PROPOSALS**

1. INTRODUCTION

1.1 GENERAL

Elsinore Valley Municipal Water District (“District”) is requesting proposals (“Proposals”) from qualified consultants (“Respondents”) for:

**CANYON LAKE WATER TREATMENT PLANT
PHASE 1 IMPROVEMENTS
CONSTRUCTION MANAGEMENT SERVICES**

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of Respondent to perform the work or provide the services described in this RFP. The Proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this project.

This Project will be funded in whole or in part by the Clean Water State Revolving Fund (“SRF”). Proposals must comply with all requirements associated with SRF funding, including, but not limited to, the United States Environmental Protection Agency (“USEPA”) Disadvantaged Business Enterprise (“DBE”) compliance, American Iron and Steel, and Davis-Bacon. Respondent’s attention is directed to the additional information provided for funding requirements contained in the Good Faith Efforts Guidance Packet included on PlanetBids.

Since this Project is funded in whole or in part with SRF funds, the work must also comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of Davis-Bacon. The federal minimum wage rates for this Project are predetermined by the United States Secretary of Labor. These rates are available directly from the Department of Labor at <http://www.wdol.gov>. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate.

1.2 Project Description

Elsinore Valley Municipal Water District (District) is a publicly-owned water and sewer service agency with approximately 46,000 water services and 36,600 sewer service connections, serving a population of approximately 157,000. The project is within District’s boundaries and is located within the City of Canyon Lake.

The Canyon Lake Water Treatment Plant (CLWTP) is a surface water treatment plant which supplies roughly 10 to 13% of District’s local water supply. The source water for this plant is Railroad Canyon Reservoir, also known as Canyon Lake, which is supplied by runoff from the San Jacinto watershed. The lake is also used for recreational activities year-round.

CLWTP was constructed in 1957 and includes sulfuric acid and ferric sulfate addition for enhanced coagulation, an upflow clarifier, anthracite/sand dual media filtration, free chlorination through filtration, ultraviolet (UV) disinfection, and chloramination. Due to sludge blanket upsets in the clarifier during periods of large temperature fluctuations and/or water quality changes, the realistic maximum product water flow is approximately 5-MGD.

Several studies, including the 2017 Integrated Resources Plan and the 2018 Facilities Master Plan, determined that CLWTP is essential to District's long-term water supply and thus improvements to the plant are critical in the near-term. The studies outlined a phased approach that would increase the treatment plant capacity to 7.0 MGD in the short-term and 9.0 MGD for the moderate and long-term phases. In 2019, sampling events in Canyon Lake detected per- and polyfluoroalkyl substances (PFAS) at levels above California's Notification and Response. The plant was subsequently shut down and is not planned to operate until PFAS treatment and other near-term improvements are implemented.

This RFP solicits construction management and observation services as the Owner's Representative to construct the near-term (Phase 1) improvements outlined in the 2022 Preliminary Design Report and subsequent PFAS Pilot-Scale Testing Technical Report. This includes improvements in the major process areas:

- 1) Intake pump station and pipeline;
- 2) Flocculation and sedimentation basin;
- 3) Static mixer and rapid mixer;
- 4) Chemical storage and feed;
- 5) PFAS/T&O treatment; and
- 6) Backwash and booster pump systems.
- 7) Maintenance Building

1.3 Project Schedule

The District intends to initiate this project in November 2023 (for Risk Workshop) then tentatively commence construction in February 2024, anticipating completion on July, 2027.

Respondents to this RFP must be able and willing to commit the necessary resources to complete the project within this timeframe.

1.4 Pre-Proposal Meeting

The District will conduct a **mandatory** pre-proposal meeting on Microsoft Teams on **Wednesday, September 06, 2023 at 2:00 p.m.** at the following link:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 284 637 717 860

Passcode: HUTvZe

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 747-200-1973,,505428285#](#) United States, Burbank

Phone Conference ID: 505 428 285#

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2. **SCOPE OF REQUIRED SERVICES**

2.1 Summary of Services

The scope of services to be provided generally includes the following:

Refer to Attachment 1 – Scope of Services.

A detailed Scope of Services is attached hereto as Attachment “1”. While the full scope of work shall be negotiated in a Professional Services Agreement, the Respondent will be expected to fulfill, at a minimum, the services and technical requirements described in the attached Scope of Services.

2.2 Public Works Contractor Registration

If the scope of services to be provided pursuant to paragraph 2.1 above include public works project as defined by Labor Code Section 1720, et seq. and 1770, et seq., then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.

No proposal will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Respondent and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

3. **SCHEDULE OF EVENTS**

Timetable for Reviewing and Evaluating Proposals:

- | | |
|----------------|-----------------|
| 1. RFP Release | August 24, 2023 |
|----------------|-----------------|

- | | |
|---|-------------------|
| 2. Mandatory Pre-Proposal Meeting | September 6, 2023 |
| 3. Preproposal Requests for Clarification Due | October 5, 2023 |
| 4. Proposal Due Date | October 12, 2023 |
| 5. Anticipated Final Selection | December 4, 2023 |
| 6. Project Start | December 15, 2023 |

4. PROPOSAL REQUIREMENTS

4.1 Proposal Format

Respondent's Proposal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Respondent.

Proposals shall be organized, and numbered in the order presented below:

(a) Cover Letter. Identify Respondent's legal name, background, and contact person, including corporate office and local office address, city, state, zip code, telephone number, fax number, web site address, and e-mail address. Identify the individuals that are authorized to sign the Respondent's legal documents, such as the Agreement or Professional Services Agreement. Identify the Project Manager and/or Principal-In-Charge. Summarize key elements of the proposal. The letter must stipulate that the cost proposal will remain valid for a period of at least 180 days.

(b) Understanding of Project and Project Approach. A detailed description of Respondent's understanding of and approach to the project. Provide a detailed scope of services which reflects the Scope of Services described in this RFP.

(c) Personnel. Identify the names and specific qualifications, experience, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project. Include a resume for all primary staff. Include any subconsultants which Respondent proposes to use for any portion of the services.

(d) List Of Representative Projects. List of representative projects undertaken by Respondent in the last 5 years demonstrating experience in each category of the project.

(e) References. Provide three (3) references regarding the Respondent's experience and performance performing similar services. Include the following information: (1) Organization contact name, phone number, e-mail address; and (2) Project size and description, if applicable, and description of services. Each reference must be from a different organization.

(f) District Experience. Identify all previous and current contracts with the District. Include a contact name, description of services, and dates of services performed.

(g) Cost Proposal. Include a detailed cost proposal for each phase of work. Costs shall be broken down by task, and profit shall be listed separately. It is anticipated that a not-to-exceed dollar limit will be negotiated with the successful Respondent. Since this is a grant funded project, all hourly rates must be inclusive of all incidental costs including travel and other charges.

(h) Conflict of Interest Disclaimer. Respondent must submit the Conflict of Interest Disclaimer statement disclosing interest, ownership or remuneration of any type that has been received or is anticipated from any manufacturer, supplier or distributor which may be recommended on the project. The Conflict of Interest Disclaimer is included in Attachment "2" Required Forms.

(i) Acknowledgment of Insurance Requirements. Respondent must submit the attached "Acknowledgment of Insurance Requirements" form acknowledging that it has reviewed the insurance requirements and will provide such insurance. The Acknowledgment of Insurance Requirements Form is included in Attachment "2" Required Forms. The applicable insurance requirements are described in section 3.6 of the Professional Services Agreement, attached hereto as Attachment "3".

(j) Public Works Contractor Registration Certification. Respondents must complete the Public Works Contractor Registration Certification, attached hereto as Attachment "2".

(k) Certification Regarding Lobbying. Respondents must complete the Certification Regarding Lobbying, attached hereto as Attachment "2".

(l) Debarment and Suspension Certification; and System for Award Management (SAM) Information. Respondents must complete the Debarment and Suspension Certification; and System for Award Management (SAM) Information form, attached hereto as Attachment "2".

(m) Non Collusion Declaration. Respondents on all public works contracts are required to submit a declaration of non collusion with their Proposal. This form is included with the Proposal Forms and must be signed and dated under penalty of perjury.

(n) American Iron and Steel Certification. Respondents must complete the American Iron and Steel Certification, attached hereto as Attachment "2".

(o) N-6-22 Certification. Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022 directs all agencies and departments that are subject to the Governor's authority to a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals, and b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect. Respondents must complete the Executive Order N-6-22 Certification attached hereto in Attachment "2".

(p) Iran Contracting Act of 2010. In accordance with Public Contract Code Section 2200 *et seq.*, the District requires that any person that submits a Proposal with the District of one million dollars (\$1,000,000) or more, certify at the time the Proposal is submitted that the

person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the Proposal Forms and must be signed and dated under penalty of perjury.

(q) Respondent's List. Respondent is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Consultant. This information must be submitted with the bid.

(r) Good Faith Efforts Guidance and Forms. Respondents, regardless of DBE status, are required to make good faith efforts to utilize minority firms, women's business enterprises, and labor surplus area firms, as detailed in section 9 below, if any subcontracts will be proposed as part of Respondent's proposal, attached hereto as Attachment "2".

(s) Addendum Acknowledgement (if any). All Addenda issued by the District shall be acknowledged and included in the Proposal and made part of the Contract Documents. Failure to acknowledge and include all Addenda may be sufficient cause for rejecting a Proposal.

4.2 No Deviations from the RFP

In submitting a Proposal, Respondent is certifying that it takes no exceptions to this RFP including, but not limited to the Professional Services Agreement attached hereto as Attachment "3." Respondent is directed to carefully review the proposed Professional Services Agreement and, in particular, the insurance and indemnification provisions therein.

5. SUBMITTAL INSTRUCTIONS

To be considered, Respondent must submit the Proposal via the District's PlanetBids Vendor Portal at the website set forth below, prior to **10:00 a.m. local time on October 12, 2023.**

PlanetBids Website

<https://pbsystem.planetbids.com/portal/32069/bo/bo-detail/100108>

6. EVALUATION

6.1 Evaluation Criteria

A Selection Committee will evaluate and rank the proposals. Proposals will be evaluated according to the following criteria:

Evaluation Criteria	%
Relevant Qualifications/Experience	25
Understanding of Project and Project Approach	30

Scope of Work and Schedule	25
Cost	10
Overall Quality Of Proposal	10

Respondents should note that the lowest cost proposal is not the sole determining factor in the final selection.

Upon determination of the highest ranked firm, District will endeavor to negotiate a mutually agreeable scope and fee with the selected firm. In the event that District is unable to reach agreement, District will proceed, at its sole discretion, to negotiate with the next firm selected by District.

6.2 Interviews

District may, at its discretion, invite a shortlist of Respondents to participate in a panel interview to be held at District. No Respondent shall be entitled to or otherwise guaranteed an interview with District.

6.3 Award of Contract

If awarded, the contract will be awarded on the basis of demonstrated competence and professional qualifications. District reserves the right to reject all proposals and to contract for services in the manner that most benefits District including awarding more than one contract if desired.

Any Respondent awarded a contract shall execute District’s Professional Services Agreement, which is attached as Attachment “3”, without exception.

7. REQUESTS FOR CLARIFICATIONS

All questions, interpretations or clarifications, either administrative or technical must be requested in writing via PlanetBids under the Project’s Online Q&A tab.

All written questions will be answered in writing and conveyed via PlanetBids under the Project’s Online Q&A tab. Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 10:00 a.m. local time on Thursday, October 05, 2023.

8. PREVAILING WAGE

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the District or may be obtained online at <http://www.dir.ca.gov>. Respondents are advised that a copy of these rates must be posted by the successful Respondent at the job site(s).

As this Project is funded in whole or in part with SRF funds, the work must also comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of Davis-Bacon. The higher of the two rates must be paid. Attention is directed to the SRF Specification Requirements (Exhibit "C") in the Contract Documents

9. FEDERAL FUNDING REQUIREMENTS

Funding for this Project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency ("USEPA") and state bond proceeds. The contents of these Contract Documents do not necessarily reflect the view and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

Proposals must comply with all requirements associated with SRF funding, including, but not limited to, USEPA Disadvantaged Business Enterprises ("DBE") compliance and Build America, Buy America Act (BABAA). In addition, the successful Respondent will be required to comply with all requirements associated with the SRF funding in carrying out the Project.

Respondents shall make good faith efforts to use certified DBEs. Good faith efforts to utilize DBEs are specific and defined in the Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements, which are detailed in the SRF Specification Requirements (Exhibit "D") in the Contract Documents. Respondents shall advertise for DBEs at least 30 days prior to the Proposal due date.

In accordance with the SRF Specification Requirements (Exhibit "D") of the Contract Documents, and as further detailed therein, Respondents shall complete the following forms located in Attachment 2 and submit them with their Proposals:

- Build America, Buy America Act (BABAA)
- Anti-Lobbying Certification
- DBE Good Faith Efforts Verification and DBE forms (Form 4500-3 and Form 4500-4). Note, DBE Form 4500-3 must be submitted for each identified DBE subcontractor.
- Respondent's List
- Debarment and Suspension Certification
- Non-Collusion Declaration Certification
- Iran Contracting Act Certification
- Executive Order N-6-22 Certification

Refer to the provisions contained in the SRF Specification Requirements (Exhibit "D") of the Contract Documents for additional information and requirements related to the forms listed above. In the event of a conflict between the Funding Requirements in Exhibit "D," the Agreement, or any state or federal law or regulation, the most stringent will control.

Funds from the U.S. Environmental Protection Agency (EPA) - Congressionally Directed Spending (CDS) and Community Project Funding (CPF) will be used to fund all or a portion of this Project. As applicable, Respondent shall comply with all federal requirements including, but not limited to, the requirements listed in Exhibit "D" attached hereto.

10. GENERAL PROVISIONS

Respondent is encouraged to review this RFP carefully in its entirety prior to preparation of its Proposal. District reserves the right to reject any or all Proposals or to select the Proposal most advantageous to District. District reserves the right to verify all information submitted in the Proposal.

10.1 Amendments to RFP. District reserves the right to amend the RFP or issue to all Respondents a Notice of Amendment to answer questions for clarification.

10.2 No Commitment to Award. Issuance of this RFP and receipt of proposals does not commit District to award a contract. District expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.

10.3 Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent may modify or amend its Proposal only if District receives the amendment prior to the deadline stated herein for receiving Proposals.

10.4 Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.

10.5 Late Proposals. District will not be responsible for Proposals that are delinquent, incorrectly marked, or not successfully uploaded to the PlanetBids project site by the submittal deadline provided in this request for proposals.

10.6 Costs for Preparing. District will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of District. District will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.

10.7 Alternative Proposals. Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Respondent.

10.8 Public Documents. All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

10.9 No Exceptions. Submission of a Proposal constitutes acceptance by Respondent of the conditions contained in this RFP and the Professional Services Agreement, should Respondent be selected.

11. ATTACHMENTS TO THIS REQUEST FOR PROPOSALS

Attached herein:

1. Scope of Services
2. Required Forms
3. Good Faith Efforts Guidance Packet
4. Professional Services Agreement

Included on Planetbids:

5. Facilities Master Plan
6. Preliminary Design Report
7. PFAS Pilot Scale Testing Report
8. Water Treatment Plant Alternatives Feasibility Report
9. 90% Construction Plans
10. 90% Specifications
11. Geotechnical Report
12. Geotechnical Report Accompanying Figures
13. Cultural Resources Study
14. Historical Resource Evaluation Report
15. Biological Resources Letter Report
16. Air Quality, Greenhouse Gas Emissions, and Energy Technical Report
17. Noise Report
18. Initial Study / Mitigated Negative Declaration (Draft)
19. Grant Funding Requirements Presentation
20. Good Faith Efforts Checklist

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
REQUEST FOR PROPOSALS**

**ATTACHMENT 1
SCOPE OF SERVICES**

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
REQUEST FOR PROPOSALS**

**CANYON LAKE WATER TREATMENT PLANT
PHASE 1 IMPROVEMENTS
CONSTRUCTION MANAGEMENT SERVICES**

**ATTACHMENT 1
SCOPE OF SERVICES**

Consultant Services shall include the following Construction Management Services for the construction of Canyon Lake Water Treatment Plant (CLWTP) Phase 1 Improvements. The outlined tasks are subject to modification and/or addition after the Construction Manager is selected. Construction Manager shall provide all services necessary to oversee successful completion of the construction project and turnover of the new facilities to the District. The scope of services as outlined below are services identified by the District to be included into the scope at a minimum, however, the District is also relying on the expertise of the CM proposers to include recommendations of any additional services (as optional tasks) with their proposal in order to oversee the successful completion of this project from beginning to end. Proposed additions and/or modifications of the Scope of Services shall be noted in the Consultant's proposal.

The Project involves near-term (Phase 1) improvements outlined in the 2022 Preliminary Design Report and subsequent PFAS Pilot-Scale Testing Technical Report. The driver for the majority of the Phase 1 improvements is the process capacity limitations of the upflow clarifier.

- The intake pump station is nearing the end of its useful life and requires a complete pump station replacement including the intake pumps, floating barge, and electrical building.
- The location and elevation of the replacement flocculation and sedimentation basin triggers a need for re-alignment of the raw water pipeline, a new static mixer, a new rapid mixer, several chemical feed injection locations, and replacement of four 90 HP intake pumps with four new 150 HP pumps.
- The chlorine contact tank requires modifications to reduce chlorine contact time and resulting DBP formation based on current/short-term plant operations.
- Chemical Feed Area 1 is nearing the end of its useful life; therefore, all of the chemicals at Chemical Feed Area 1 are planned for a phased replacement over the next ten years. Three of the chemicals are recommended for replacement in the near-term: potassium permanganate, coagulant (change to ferric sulfate), and polymer. Space would be set aside to add concrete containment areas for future chemicals. The chemical feed pump building would be constructed initially with a footprint large enough to accommodate all five chemicals. However, the concrete curbs for the pumps would only be constructed as chemical systems are installed.

- PFAS/T&O treatment configuration involves a post-filtration alternative utilizing a dual barrier system including GAC in one barrier and a combination of IX and Fluoro-sorb in the other barrier as well as new backwash and booster pump building.
- Minor modifications to the existing filter backwash piping are required to allow for source water for any treatment vessel rinsing/backwashing in the proposed improvements. Phase 1 does not involve replacement or modifications to the existing filter backwash pumps.
- New maintenance building which is a prefabricated building to be sited at the location of the Upflow clarifier.

Construction for the Project is expected to last thirty-six (36) months.

CM Task 1: Pre-Construction Phase

1.1. Contract Document Constructability Review

Review 90% design plans and specifications for consistency, actual and potential conflicts, and constructability issues. Review, comment, and supplement the District's existing front end Division 00 and Division 01 contract specifications. Document all issues and conflicts identified during the review and provide recommendations to the District. Participate in a full-day workshop with District and design consultant staff to resolve potential project issues. The construction contractor will be required to provide and establish onsite-field office for Construction Management staff. Field office shall include one workspace reserved for design consultant representative. Construction Manager shall confirm and provide field office requirements for incorporation into the bid documents. The Respondent shall have a SCADA specialist review the District's "Commissioning Tasks – Typical Facility/Treatment Plant" commissioning plan, Attachment A, and provide any additional recommendations/steps for startup and testing procedures specifically for this project.

1.2. High-Level Risk Evaluation

The goal of this task is early identification of major project implementation risks and development of mitigation strategies to minimize unfavorable cost, schedule, and quality impacts to the District and to support the management of the implementation phase. The CM shall facilitate a series of workshops with the District and design engineer to review project documents, including but not limited to the facilities master plan, preliminary design report, PFAS pilot-scale testing technical report, specifications and drawings, opinion of probable construction cost, and geotechnical reports and identify fatal flaws, project implementation risks, and mitigation strategies. During the risk review workshop(s), the CM shall facilitate the identification of project risks that may occur during bidding, construction, commissioning, and long-term operations. During the risk mitigation workshop(s), the CM shall primarily focus the discussion on the high-level risks and leverage industry best practices and past experience to develop risk mitigation strategies. Through these workshops, the CM shall develop a risk register which shall include risk description, impact description, level/magnitude of impact, probability level, mitigation strategy, and responsible party. This information shall be documented in an Excel spreadsheet and include markups of project documents. The CM shall also prepare meeting minutes for each workshop.

1.3. General Contractor Pre-Qualification

The CM shall oversee the Pre-Qualification phase. The Respondent shall develop the Draft Pre-Qualification Request for Qualifications (RFQ) documents based on existing documents developed by the District, respond to questions received, and oversee the effort in reviewing the responses from contractors confirming all required documentation is received and evaluated accordingly. Document all issues and conflicts identified during the review and provide recommendations to the District for developing the approved list of qualified contractors.

1.4. Preconstruction Conference

Prepare agenda, facilitate meeting, address administrative and non-design issues, and prepare record of discussions of the meeting for distribution.

1.5. Construction Management Plan

Prepare a project-specific construction management plan that contains the procedures to be followed for this project. The plan shall include the communication protocols, roles and responsibilities for all project team members, and define the project tracking/reporting procedures, and incorporate the District's minimum safety requirements to be added onto by the Contractor. Upon completion, the draft construction management plan shall be submitted to the District for review and comment. Construction Manager shall provide construction management software, and business applications, including necessary systems to coordinate the project(s) Drinking Water State Revolving Fund (DWSRF) grants and loans as described in Task 2. Software shall include licenses and/or accounts for the Construction Contractor, District, and Engineer.

1.6. Bidding Assistance

During the Bidding Phase, attend and lead one pre-bid meeting. Assist the District in reviewing questions and bid proposals.

CM Task 2: Construction Phase

The Construction Manager shall take responsible charge of the construction management of the project and will have the primary responsibilities described below.

2.1. Project Management, including:

- Schedule preparation (schedule shall be coordinated with Contractor's schedule);
- Schedule evaluation (actual vs. planned progress);
- Records management;
- Site coordination between Contractor and operations staff, design consultant, and external utilities;
- Coordination of NEPA/CEQA, including the Mitigation Monitoring and Reporting Program (MMRP) compliance, performing and coordination with the tribes for monitoring per the attached Cultural Resources Monitoring Plan (CRMP) compliance;
- Coordination and enforcement of all of the engineering permits with the Army Corps of Engineers for the work performed with the jurisdictional boundary. This will include the reporting and coordination of this work throughout all phases of the work.
- Communication with Contractor, District Project Manager, operations staff, and external utilities as required;

- Preparation and submittal of monthly Construction Manager progress reports with monthly progress payment request. The monthly progress report shall include:
 - A short overview of work accomplished during the previous month;
 - A short overview of work to be accomplished the following month;
 - An updated schedule (based on Contractor's schedule of values) showing work progress and completion percentage;
 - A list of problem areas, if any, and proposed corrective actions; and
 - A bar graph comparing the monthly invoiced amounts and cumulative billings with the total authorized construction management budget.
 - Progress reports and invoices will be prepared to follow the requirements of the DWSRF as granted to the District to assist in the cost of this project.
 - Inclusion of the DWSRF items discussed in Task 2.5
- Consultant shall review the Contractor pay requests and reconcile the work done with the pay request. Consultant shall work with the Contractor on required corrections to the pay request. Consultant shall ensure the pay requests are in the format required by District. Consultant shall submit the requests to District along with a written statement that they have been reviewed.
- Stop Notices: Consultant shall track and log all Preliminary Notices and all Stop Notices for District. Consultant shall provide District with these logs and assist District with maintaining internal logs. Consultant shall provide District notice of any problems with making payments due to stop notices within 12 hours of being notified.
- Tracking and Logging: Consultant shall keep accounts of all pay requests including amounts retained, dates submitted, dates paid, actual payments, changes in contract amounts, and any other pertinent information. Consultant shall copy District regularly with the accounting. These documents are required to be on District -provided forms.
- Consultation: Consultant shall furnish consultation and advice to District staff. Consultation shall include, but is not limited to, responding to requests for information and requests for clarification, consulting with the design engineer as needed.
- Meetings: Consultant shall regularly arrange for and meet with the Contractor as required by the Contract Documents and as needed for the work effort. Consultant shall prepare meeting agendas and distribute them prior to the meeting. Consultant shall prepare minutes and distribute them within 3 days of the meeting. Consultant shall lead the meetings and use them as a forum to discuss and resolve construction issues. District generally has biweekly project meetings, however, this may vary dependent upon project needs.

2.2. Construction Contract Administration, including:

- Review of Contractor's contract execution for compliance with Contract Document requirements, DWSRF, and environmental documents;
- Perform labor compliance tasks in compliance with Department of Industrial Relations (DIR) and/or Davis Bacon requirements, including verifying certified payrolls, DBE utilization, subcontractor utilization, and labor interviews;
- Review of Contractor's submittals for compliance with Contract Documents;
- Review of Contractor's request for information and either provide information from Contract Documents back to the Contractor or route request to Design Engineer for resolution;

- Completion of Daily Inspection Reports;
- Review of Contractor's pay requests and recommendations to District as to acceptability of requests; and
- Communication with Contractor regarding acceptability of work.
- Coordination with the Plant and Maintenance Staff for the salvaging of all equipment and where to deliver all of the material.
- Coordination with the Canyon Lake Fire Department Fire Marshal for inspection and certification of all chemical systems.

2.3. Document Tracking

Consultant shall use document tracking software to log, track and process all correspondence, submittals, RFIs, cost quotations, potential change orders, change orders, claims, progress payment requests, and other documents received at the field office. At the completion of the project, the master set of project files shall be indexed and turned over to the District. The master set of the project files shall be submitted in both hard and digital formats.

2.4. Engineering Support Services with Design Consultant, including:

The CM Consulting Firm shall be required to coordinate with the Design Engineer, Kennedy Jenks Consultants, to incorporate engineering support services throughout construction. Kennedy Jenks Consultants will contract with the District for engineering support services during construction.

2.4.1 Submittals, RFIs, Design Revisions, Record Drawings:

Consultant shall log, track, manage the distribution, and ensure timely review of all submittals and RFIs. Consultant shall assume prime responsibility for review of administrative, schedule, contractor means and methods, and other construction related submittals and RFIs. Consultant shall coordinate with the design engineer (contact info below), who will be contracted by the District for Engineering Services During Construction (ESDC), for their review of technical submittals and RFIs and any required design revisions. Consultant shall coordinate with the design consultant the review of shop and working drawings submitted by the Contractor for compliance with the project specifications and plans and shall consult with District on equipment selection and operational issues. Submittal and RFI reviews shall be prompt and normally shall not exceed two weeks. Consultant shall prepare a list of expected submittals including technical submittals to be reviewed by the design engineer and compare it to the Contractor's list of submittals. Consultant shall log and track all submittals and RFIs. The log will identify each submittal and resubmittal; the date received; the reviewer, when the submittal is returned to the Contractor; the action required; and other pertinent information. Consultant shall inform District Staff of any outstanding shop drawings. Consultant will be responsible for working with the Design Engineer to produce the final Record Drawings – See Task 3.8.

- Design Engineer is Kennedy Jenks Consultants, contact Steve Diamond at (949) 567-2148 or SteveDiamond@kennedyjenks.com

2.5. Clean Water State Revolving Fund (SRF) Grant or Loan Coordination, including:

The District is pursuing a Drinking Water State Revolving Fund (DWSRF) loans and grants for the construction of this Project. The Consultant will be required to cooperate and comply with all funding requirements, including but not limited to, a Good Faith Estimate, managing labor compliance and Build America, Buy America Act (BABAA)

- Preparation of necessary documentation for reimbursement requests. This includes managing Build America, Buy America Act (BABAA) requirements, managing prevailing wage requirements per the Department of Industrial Relations (DIR) and/or Davis Bacon requirements, preparing quarterly project progress reports, from the Contractor for Disadvantaged Business Enterprise participation, and Contractor progress invoices.
- Management of the SRF grant funds will include report and invoice preparation for submittal to the SRF grant manager. All costs must be tracked by a dollar amount, specific to each task. Separating a common cost by percentage is not allowed.
- Managing the audits for the DWSRF for both the CEQA/NEPA, labor compliance, and general compliance. The Respondent shall utilize a web based labor compliance tracking tool such as LCP Tracker for this function.

2.6. Change Management, including:

- Review and evaluation of contract change order requests and submittals;
- Written approval from District's Project Manager prior to approval of any "extra work";
- Investigation and inspection of site conditions that differ from those described in the Contract Documents; and
- Review of submittals in support, and recommendations for resolution, of claims and disputes.
- Tracking of the timeframes for Proposed Change Orders per Article 45 of the District's Contract Documents

2.7. Field Observation, including:

- Review and inspection/observation of Contractor's work for compliance with Contract Documents on a daily basis;
- Monitoring of corrective actions taken by Contractor needed to fix work that is not in compliance with the Contract Documents and subsequent tracking of inspection and CM hours to perform corrective actions;
- Daily field inspection diaries (to be submitted weekly);
- Digital photos and/or video documentation prior to work, with work in progress, and upon acceptance of work (to be included in daily field inspection diaries in digital format);
- Documentation and coordination as required by the ACOE, CDFW and RWQCB for the work within their jurisdictional boundaries.
- Monitoring of record documents on a monthly basis to determine if they are being maintained by the Contractor;
- Providing materials testing and special inspections, further outlined in Task 4, and specified in the Contract Documents to be furnished by the District/Owner;
- Providing electrical and instrumentation inspections specified in the Contract Documents;
- Ensure Contractor is processing all paperwork for the emergency generator and the appropriate documentation is onsite and ready for operational service with SCAQMD.
- Providing construction surveying, further outlined in Task 2.8;

- Review of Contractor's compliance with regulatory permits and mitigation measures;
- Review of Contractor's compliance with Storm Water regulations and Storm Water Pollution Prevention Plan (SWPPP); This project will be required to utilize the SMARTS system and the Contractor will be required to prepare PRDs and perform the annual reports, REAPs, etc. The Respondent must ensure these documents are tracked and uploaded into SMARTs.
- Review of Contractor's compliance with workplace safety and health standards and notification of District of non-compliance; and
- Review of materials/hardware delivered to site for compliance with approved submittals.

2.8. Construction Surveying

- General: The Contractor is primarily responsible for the layout of the work. Consultant shall provide the services of a professional surveyor to establish adequate control points on the work site.
- Surveyor will be responsible for obtaining an Elevation Certificate for the finished floor using NGVD 29 or NAVD 88 with the conversion factor to NGVD 29 in the comments section, per the City of Lake Elsinore's City Code. This shall be signed/stamped and certified by a licensed surveyor;
- Survey Records: Consultant shall obtain and record all survey work (contractor and consultant) in notebooks and other documents as needed. Consultant shall prepare sketches as needed. At the conclusion of the work, Consultant shall provide District with an electronic copy of all survey documentation.

2.9. System Outage Requests:

- Provide information to the contractor as needed for the contractor to develop detailed system outage (Method of Plant Operations (MOPO)) requests. Coordinate all shutdown and other construction activities with the District Project Manager to ensure that operations of existing facilities are not compromised; and
- Review all shutdown and highline plans for capacity and redundancy.

2.10. System Startup, Commissioning and Training:

- Construction Manager to provide a project start-up team member that is experienced in water treatment plant construction and start-up and commissioning activities;
- Coordinate training requirements and activities and provide oversight and administration of testing and training;
- Review contractor's startup and testing plan to confirm that it meets Contract Document requirements;
- Develop startup schedule and coordinate startup activities with contractor, design consultant, and District;
- Coordinate all District Operations training activities for each piece of equipment identified to have training per the Contract Documents
- Implement procedures for the systematic, orderly and timely completion, acceptance, and transfer of all facilities constructed.
- Assistance with gathering the documents as required by the Department of Drinking Water (DDW) to update the District's Operating Permit for the plant.

2.11. System Controls Integration and Programming:

- Respondent to include a SCADA integration specialist to provide support to the District throughout the duration of the project, identifying and coordinating the work between the Contractor and District's Programmer. The specialist shall have been involved in a minimum of three (3) water treatment plant projects similar in size and scope and references included. Coordinate integration work activities (instrumentation, PLC and SCADA) between contractor and District operations and SCADA staff and District Programmer.
- CM shall also attend all Factory Acceptance Testing (FAT) for any equipment as described in the Contract Documents.
- CM shall coordinate with Systems Integrated (SI) for all of the SCADA integration as described above.
- Coordinate PLC and SCADA programming and testing activities to be performed by the District Programmer with the Contractor.

CM Task 3 Project Closeout and Acceptance

Services during construction closeout shall include, but not be limited to the following activities.

- 3.1 General: Consultant will be responsible for all close-out activities including final reports, as-built drawing preparation, final project accounting, and close-out Change Orders. These documents are required to be on District -provided forms.
- 3.2 Schedule: Consultant shall complete all project close-out tasks within 30 days of the completion of construction.
- 3.3 Punch List: Consultant shall prepare the final punch list when the Contact has certified and demonstrated the work is substantially complete.
- 3.4 Warranties: Consultant shall verify all manufacturer's warranties have been received and transferred to District. Copies of the warranties shall be included in the O&M Manuals.
- 3.5 Spare Parts: Consultant shall insure any spare parts or special tools required by the Contact or equipment manufacturer have been properly transferred to District.
- 3.6 Operations and Maintenance Manual: Consultant shall incorporate the Contractor's submittals, the design engineer's operations plan, and other information as needed to prepare a comprehensive O&M Manual for the upgrades.
- 3.7 Substantial Completion: Consultant shall determine when substantial completion is achieved and issue the notice to of substantial completion. Consultant shall advise the District of the date for the 11-month warranty inspection based upon the substantial completion.
- 3.8 Preparation of Record Drawings: When construction work has been completed and accepted by District, Consultant shall prepare with the design engineer the record drawings. The record drawings shall include CAD files and printed mylars. Consultant shall manage the Design Engineer's performance on the record drawings and check the

record drawings prior to transferring to District. The transfer to District shall be documented for record purposes. The drawings will become the property of District. Record drawings shall be provided to the District on full-size 24x36 mylars and CADD files (to be provided by EOR after the changes are incorporated).

- 3.9 Notice of Completion: Consultant shall evaluate substantial completion and beneficial occupancy of the work. Consultant shall advise District when the Notice of Completion should be filed. Upon District's concurrence, Consultant shall prepare the Notice of Completion for District to execute and file.
- 3.10 Construction Documentation: Consultant shall deliver to District an electronic notebook comprised of all accepted shop drawings, material test results, certifications, daily field inspection reports, meeting minutes, conversation logs, and photo documentation. The notebook shall be divided into logical sections and include a table of contents with hyperlinks.
- 3.11 Project Completion Report: Consultant shall prepare a final report detailing the work completed, costs, changes, warranties, and documentation provided to District. The report shall also include a section on future suggestions and lessons learned.
- 3.12 Project Report: Prepare and submit a final construction report that will be incorporated into the Project Completion Report for the DWSRF Grant. This report will be prepared by the District's Third Party Grant Management (GM) consultant but the documentation must be provided to GM consultant

CM TASK 4: On-Site Sampling and Testing of Materials and Specialty Inspections

The consultant will be responsible for identifying all required specialty inspections throughout the duration of the project and shall be identified in the proposal and included with the Organizational Chart within the proposal. On-Site Sampling of Materials shall include, but not be limited to:

- Sample on-site and imported materials for compliance with the specifications for use as backfill materials.
- Sample encasement concrete, structural concrete, grout, mortar, and other miscellaneous concrete for slump testing and compressive strength testing. Sample all asphalt to be placed. Allow for additional reserve samples for use if any tests fail.
- Perform maximum density tests and optimum moisture content tests on materials to be used as backfill and for support of facilities. Examples of testing include: gradation, resistivity, chloride concentration, sand equivalence, etc.
- Perform compressive strength tests on cement concrete, grout, and masonry prisms.
- Perform density, oil content and aggregate gradations on asphalt.
- Tabulate test data and review failing tests. Immediately notify the Project Manager of any non-conforming materials. Provide written documentation for presentation to the construction contractor.

CM TASK 5: 11 Month Warranty Coordination

Post Construction Warranty Inspection

- General: Consultant will remain under contract for one year after project Notice of Completion (NOC) is filed. The Consultant shall be required to assist District in notifying the Contractor regarding warranty related issues during the one-year warranty period and seeing through the needed warranty-related repairs. Consultant shall keep a log of all warranty related issues.
- Approximately 11 months after the NOC date of either project, Consultant shall notify District and the Contractor of the need for a warranty inspection. Consultant shall, with District assistance, perform the inspection. Provide estimated hours on the level of effort required to perform warranty inspection at the 11-month period. Consultant shall determine the extent of what needs to be inspected and provide recommendations for the means of inspection. After the inspection, Consultant shall provide a report on the findings and identify any correction items needed.

CM TASK 6: Public Outreach

Consultant shall provide community outreach and manage public relations for the duration of the project. The services shall include as a minimum the following:

- Prepare and distribute information materials for the public including project fact sheets and project updates.
- Coordinate information with County of Riverside, City of Lake Elsinore, City of Canyon Lake, Canyon Lake POA, and other agencies as needed.
- Establish and manage a construction hotline and email address for stakeholders, residents and interested parties to call with construction issues and concerns. Log calls and provide monthly reports to District on efforts.
- Attend community meetings as needed to address the public.
- Develop and distribute a news release for each local media outlet, (The Californian, Press-Enterprise, The Canyon Lake Flyer, providing project information and scheduling. Assist District in preparing talking points, quotes and/or statements and/or any follow up media relations as necessary.
- Manage public inquiries for the Construction Contractor and District.
- Document and investigate public complaints. Consultant shall advise District of concerns and findings. Consultant shall assist District with the complaints as needed.
- Consultant shall assist the Contractor and District in advising the public of service interruptions.

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
REQUEST FOR PROPOSALS**

**ATTACHMENT 2
REQUIRED FORMS**

CONFLICT OF INTEREST DISCLAIMER

The undersigned, _____ (*Print or Type Name*), declares that _____ (*Name of Firm*) [has/ does not have] interest, ownership, or receives/ anticipates receiving remuneration of any type from the manufacturer(s), supplier(s) or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>

Signature of Representative

Title

Date

**ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS
AND CERTIFICATION OF ABILITY TO
PROVIDE COVERAGES SPECIFIED**

I, _____, the _____
(President, Secretary, Manager,
Owner or Representative)

of _____, certify that I have
(Name of Company or Corporation or Owner)

read and understand the Insurance Requirements set forth in the Professional Services Agreement for the **Canyon Lake Water Treatment Plant - Phase 1 Improvements - Construction Management Services (WO# C2001)** and that our insurance company(ies)

_____ [fill in name(s) of insurance company(ies)]

is/are able to provide the coverages specified.

Signature of President, Secretary,
Manager, Owner or Representative

Date

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/PublicWorks/PublicWorks.html> for additional information. No bid or proposal will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Respondent hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Respondent: _____

DIR Registration Number: _____

Respondent further acknowledges:

1. Respondent shall maintain a current DIR registration for the duration of the project or contract.
2. Respondent shall include the requirements of Labor Code sections 1725.5 and 1771.1 in any contract with subcontractors and ensure that all subcontractors are registered at the time of the proposal submittal and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

CERTIFICATION REGARDING LOBBYING

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Consultant _____

Print: _____

Signature: _____

Date _____

**Debarment and Suspension Certification; and
System for Award Management (SAM) Information**

Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532.

Respondents must be registered in or must submit evidence confirming Respondent has applied to be registered in the governmentwide System for Award Management (SAM). Respondent shall provide its SAM unique identity ID below, or shall provide evidence that Respondent has applied to be registered in SAM. This information shall also be provided for any proposed subconsultants.

Contractor certifies that it and its principals, and shall obtain certifications from its subcontractors that they and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Have not within a three (3) year period preceding this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Suspension and debarment information can be accessed at SAM.gov | Duns - Sam UEI. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement.
- (f) Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of any Contract entered into pursuant to this procurement, or pursuance of legal remedies, including suspension and debarment.

Name of Respondent _____

Unique Entity ID (from System for Award Management) _____

Signature _____

Name and Title _____

Dated _____

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or to refrain from bidding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal Price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the Proposal Price, or of that of any other Respondent. All statements contained in the Proposal are true. The Respondent has not, directly or indirectly, submitted his or her Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name of Respondent _____

Signature _____

Name and Title _____

Dated _____

AMERICAN IRON AND STEEL CERTIFICATION

1. Identification of American-made Iron and Steel Products: The Respondent certifies that this Proposal reflects the Respondent's best, good faith effort to identify domestic sources of iron and steel products for every component contained in the Proposal solicitation where such American-made components are required. The term "iron and steel products" means the following products made primarily of iron or steel - lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

2. Verification of U.S. Production: If this Proposal is accepted, the Respondent agrees that it will provide, to the District, reasonable, sufficient, and timely verification of the U.S. production of each Iron and Steel Product incorporated into the Project.

3. Documentation Regarding Non-American-made Iron and Steel: The Respondent certifies that for any Iron or Steel Product that is not American-made but was incorporated in the development of this Proposal, is allowed by waiver of the U.S. Environmental Protection Agency and such waiver is attached to this certification.

4. Warranty of Respondent: The Respondent hereby represents and warrants to and for the benefit of District that (a) Respondent has reviewed and understands the American Iron and Steel Requirement, and (b) if the Proposal is selected, all of the iron and steel products used in the project will be produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is attached to this certification.

Signature: _____

Name (Printed): _____

and Title (Printed): _____ of Signer (Please Print)

Dated: _____

Q & A's, Waiver request instructions, and a list of approved waivers can be found at

http://water.epa.gov/grants_funding/aisrequirement.cfm

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor’s authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with District funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the District funded by State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Consultant. This certification is made under the laws of the State of California.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

IRAN CONTRACTING ACT CERTIFICATION.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Consultant certifies subject to penalty for perjury that the option checked below relating to the Consultant's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Consultant is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The District has exempted the Consultant from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Consultant for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

NOTE: IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 2205, FALSE CERTIFICATION OF THIS FORM SHALL BE REPORTED TO THE CALIFORNIA ATTORNEY GENERAL AND MAY RESULT IN CIVIL PENALTIES EQUAL TO THE GREATER OF \$250,000 OR TWICE THE CONTRACT AMOUNT, TERMINATION OF THE CONTRACT AND/OR INELIGIBILITY TO BID ON CONTRACTS FOR THREE YEARS.

RESPONDENT'S LIST

Respondent is required to provide the following information for all DBE and non-DBE subcontractors, who provided a proposal, bid, quote, or were contacted by Consultant. This information must be submitted with the bid.

Firm Name: _____ Phone: _____

Business Address: _____ Fax: _____

Email: _____

License No. and Classification: _____ Years in Business: _____

Contact Person: _____

Is the firm currently certified as a DBE? No Yes Cert. Number: : _____

Type of work/ services/ materials proposed by Respondent:

Amount of Bid/Quote: _____

Date of Bid/Quote: _____

If sub is a DBE subconsultant, and not selected, provide an explanation:

GOOD FAITH EFFORTS GUIDANCE PACKET

The Good Faith Efforts (GFEs) guidance contained in this section is a tool provided to assist prime consultants and contractors in the outreach, education, and objectives designed to increase the participation of Disadvantaged Business Enterprises (DBEs). Good Faith Efforts begin prior to the bid submission and must continue throughout the life of the contract, if awarded.

EVMWD is required to complete and ensure that the prime contractor or consultant complies with GFE requirements. GFEs are required if subcontractors and/or subconsultant services will be used at any time throughout the project. Please review the information contained in the Good Faith Efforts' section to assist with compliance.

GFE #1 - Solicitation List and Proof of Solicitation Outreach.

Ensure Disadvantaged Business Enterprises (DBEs) are fully made aware of contracting opportunities practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

Requirements:

- **Solicitation Search List** - Provide the solicitation search list for each subcontractor and/or subconsultant discipline that will be used for the project. (websites: DOT, SBA, CUCP)
- **Proof of Solicitation** - Provide proof of solicitation (for example, email, phone records with a summary, etc.) to at least three (3) subcontractors and/or subconsultants for each NAICS category or discipline. **Dates of solicitation must be included.**

GFE #2 - Local Newspaper Advertisement.

Make information on forthcoming opportunities available to DBEs by posting solicitations for bids or proposals at least once 30 calendar days prior to the bid opening or proposal due date in a local newspaper.

Requirements:

- A minimum of one (1) advertisement 30 calendar days prior to the bid opening or proposal due date in the local newspaper.
- The newspaper advertisement must be advertised in a **local** newspaper.

GFE #3 - Use the SBA and/or MBDA Services.

Primes are required to use the services of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.

Requirements:

- Proposer must provide documentation of the use of the services of the Minority Business Development Agency (MBDA) and/or the Small Business Administration (SBA) at least 30 calendar days prior to the bid or proposal due date.

- Proof of outreach on MBDA and/or SBA with the date of outreach included in the proof.
- Outreach must have occurred at a minimum of 30 calendar days prior to bid or proposal due date.

GFE #4 - Consider Contracting with Disadvantaged Business Enterprises (DBEs).

Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.

GFE #5 - Encouragement to Contract with DBEs.

Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.

GFE #6 - Completion of all Good Faith Efforts.

If the Prime awards subcontracts, the Prime is required to take all of the above steps.

REQUIRED FORMS

Debarment and Suspension Certification Form.

Attached hereto in “Required Forms”

This Form is to certify that the Prime and subs are not debarred, suspended, or declared ineligible. A completed Form is required for the Prime and all subcontractors and/or subconsultants.

The completed forms must be submitted with each Bid or Proposal for the Prime and all subconsultants and/or subcontractors.

Disadvantaged Business Enterprise (DBE) Guidelines and Forms.

Attached hereto in “Required Forms” if a DBE sub will be contracted.

DBE Subcontractor Forms are required when a DBE subconsultant and/or subcontractor is hired by the Prime to assist with the project.

Forms Required If using a DBE subcontractor and/or subconsultant):

- FORM 4500-2 (DBE Subcontractor Participation Form)
- FORM 4500-3 (DBE Subcontractor Performance Form)
- FORM 4500-4 (DBE Subcontractor Utilization Form)

The completed forms must be submitted with each Bid or Proposal for each DBE subconsultant and/or subcontractor.

Additional Information.

Failure to comply with the GFE guidelines will result in the bid or proposal being considered non-responsive. **If a DBE subconsultant and/or subcontractor provides a quote/bid, you must include why they were not selected using the Respondent’s List Form attached hereto in the “Attachment 2 – “Required Forms” section.** Questions regarding the requirements may be submitted on PlanetBids in the Q&A section during the bidding phase. Please note that there is a Q&A deadline for each project.

REQUIRED FORMS

**Debarment and Suspension Certification; and
System for Award Management (SAM) Information**

Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532

Respondents must be registered in or must submit evidence confirming Respondent has applied to be registered in the governmentwide System for Award Management (SAM). Respondent shall provide its SAM unique identity ID below, or shall provide evidence that Respondent has applied to be registered in SAM. This information shall also be provided for any proposed subconsultants.

Contractor certifies that it and its principals, and shall obtain certifications from its subcontractors that they and their principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Have not within a three (3) year period preceding this procurement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Suspension and debarment information can be accessed at SAM.gov | Duns - Sam UEI. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement.
- (f) Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of any Contract entered into pursuant to this procurement, or pursuance of legal remedies, including suspension and debarment.

Name of Respondent _____

Unique Entity ID (from System for Award Management) _____

Signature _____

Name and Title _____

Dated _____



California State Water Resources Control Board
Division of Financial Assistance
1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707
Mailing Address: P. O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.waterboards.ca.gov>

Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) - entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) - entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration (SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA **and/or** Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA Form	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub-contractor	EPA DBE Coordinator
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub-Contractor	SWRCB by Recipient
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

The completed forms must be submitted with each Bid or Proposal. The recipient shall review the bidder’s documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided.
2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.

- Information retained on the Bidder's List must include the following:
 1. Entity's name with point of contact;
 2. Entity's mailing address and telephone number;
 3. The project description on which the entity bid or quoted and when;
 4. Amount of bid/quote; and
 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB, CASRF – Barbara August (916) 341-6952 barbara.august@waterboards.ca.gov

US EPA, Region 9 – Joe Ochab (415) 972-3761 ochab.joe@epa.gov

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Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Send completed Form 4500-2 to:
Mr. Joe Ochab, DBE Coordinator
US EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity			

I have identified potential DBE certified subcontractors. ___ YES ___ NO If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
REQUEST FOR PROPOSALS**

**ATTACHMENT 3
PROFESSIONAL SERVICES AGREEMENT**

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Elsinore Valley Municipal Water District, a California municipal water district with its principal place of business at 31315 Chaney St., Lake Elsinore, CA 92531 (“District”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [***INSERT TYPE OF SERVICES***] services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for the [***INSERT NAME OF PROJECT***] project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from [***INSERT START DATE***] to [***INSERT ENDING DATE***], unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security

taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: [***INSERT NAMES***].

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors,

officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. As this Project is funded in whole or in part with SRF funds, the work must also comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of Davis-Bacon. The higher of the two rates must be paid. Attention is directed to the SRF Specification Requirements (Exhibit “D”) in the Contract

(b) Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.3.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as

applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.4 Representatives of the Parties.

3.4.1 District's Representative. The District hereby designates its [***INSERT DISTRICT CONTACT NAME HERE***], or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.4.2 Consultant's Representative. Consultant hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to District), indemnify and hold District, its officials, officers, employees, volunteers, and

agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6 Insurance.

3.6.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

3.6.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees,

agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$10,000,000 per claim.

(e) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance

shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(f) All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the cancellation or expiration date. and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers.

(g) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(h) Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.6.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by the District.

3.6.4 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

3.6.5 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.7 Termination of Agreement.

3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.7.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.8 Ownership of Materials and Confidentiality.

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period,

Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.9 Subcontracting/Subconsulting.

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions.

3.10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Elsinore Valley Municipal Water District
31315 Chaney St
Lake Elsinore, CA 92531
Attn: [***INSERT DISTRICT
CONTACT NAME HERE***]

CONSULTANT:

[INSERT CONSULTANT NAME]
[ADDRESS]
[CITY, STATE ZIP CODE]
Attn: [INSERT NAME]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District’s Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.10.3 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.10.4 District’s Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.10.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.10.6 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.10.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.10.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.10.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.10.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.10.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work,

disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.10.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.10.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.10.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.10.19 Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

3.10.20 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.10.21 Funding Requirements: This Project will be funded in whole or in part by the Drinking Water State Revolving fund ("SRF"), in addition to District funds. Consultant shall comply with all requirements arising out of said funding including, but not limited to, the funding requirements listed in Exhibit "D" attached hereto, and incorporated by reference. The District's Construction Installment Sale Agreement (Agreement No. D2201002) with the California State Water Resources Control Board is incorporated into this Agreement by reference and is on file at the District's principal office and will be made available to interested parties upon request. Consultant shall comply and assist District in complying with all requirements in and arising out of the SRF Construction Installment Sale Agreement as well as the funding requirements provided in Exhibit "D." In the event of a conflict between the funding requirements in Exhibit "D," this Agreement or Agreement No. D2201002, the most stringent requirement will control.

SIGNATURES ON THE FOLLOWING PAGE*

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT FOR
INSERT PROJECT NAME**

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: _____
Greg Thomas, General Manager

Dated: _____

Approved as to form:

Steve Anderson, General Counsel

****INSERT CONSULTANT NAME****

By: _____
(Authorized Representative of Vendor)

Printed Name: _____

Title: _____

Dated: _____

**EXHIBIT A
SCOPE OF SERVICES**

Contract No. _____

**EXHIBIT B
SCHEDULE OF SERVICES**

**EXHIBIT C
COMPENSATION**

EXHIBIT D
FUNDING SOURCE REQUIREMENTS

I. SRF FUNDING REQUIREMENTS

1. **ACCESS, INSPECTION, AND PUBLIC RECORDS.** Consultant shall ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Contract. The Consultant acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records.

2. **ACCOUNTING AND AUDITING STANDARDS; FINANCIAL MANAGEMENT SYSTEMS, RECORDS RETENTION.**

(a) The Consultant and its subcontractors must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Consultant and its subcontractors must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) The Consultant and its subcontractors must comply with federal standards for financial management systems. The Consultant agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Contract. To the extent applicable, the Consultant is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Consultant and its subcontractors must:

- (i) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- (ii) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Contract;
- (iii) Establish separate accounts which will adequately depict all income received which is attributable to the Project;
- (iv) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
- (v) Establish such accounts and maintain such records as may be necessary for District to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(vi) If Force Account is used by the Consultant for any phase of the Project, accounts will be established which reasonable document all employee hours charged to the Project and the associated tasks performed by each employee.

(d) "GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

(e) Consultant and its subcontractors shall maintain separate books, records and other material relative to Project. Consultant and its subcontractors shall provide copies of all books, records and other materials to the District prior completing their work on the Project. Consultant shall maintain such records for a minimum of thirty-six (36) years after Project Completion. Consultant and its subcontractors shall make such books, records, and other material available at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. Consultant shall allow and shall require its subcontractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. Consultant agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of the Contract. The provisions of this section shall survive the expiration or termination of the Contract.

3. AUDIT. District may call for an audit of financial information relative to the Project if District determines that an audit is desirable. If an audit is called for, the audit must be performed by a certified public accountant independent of the Bidder and at the cost of the Bidder. The audit must be in the form required by District. Audit disallowances must be returned to the State Water Board.

4. COMPLIANCE WITH LAWS, REGULATIONS, ETC. Consultant shall, at all times, comply with and require its subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, Consultant shall:

- (i) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of the Contract;
- (ii) Comply with the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Contract.
- (iii) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Contract.

Consultant may not begin project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from the District that all such clearances have been obtained.

5. **COMPUTER SOFTWARE.** Consultant certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

6. **DATA MANAGEMENT.** Consultant will undertake data management activities so that the Project data can be incorporated into statewide data systems.

7. **FEDERAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORTING.** Consultant shall report DBE utilization to District on the DBE Utilization Report, State Water Board Form DBE UR334. Consultant must submit such reports to District annually within ten (10) calendar days preceding October 1 until such time as the "Notice of Completion" is issued. Consultant shall comply with 40 CFR § 33.301, and all DBE requirements set forth elsewhere in the Contract Documents.

8. **INDEMNIFICATION.** Any contractual provision in which the Consultant or any subcontractor indemnifies, defends, or holds harmless District shall include or shall be read to include indemnifying, defending, and holding harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any, to the same extent as is provided District.

9. **NON-DISCRIMINATION PROVISIONS.**

(a) The Consultant and its subcontractors must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Consultant and its subcontractors for the duration of the Project.

(b) The Consultant and its subcontractors must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(c) The Consultant's obligations under this section shall survive the term of this Contract.

(d) During the performance of this Contract, Consultant and its subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(e) The Consultant and its subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(f) The Consultant and its subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full.

(g) The Consultant and its subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(h) The Consultant and its subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(i) The Consultant must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

10. NOTICE OF CERTAIN EVENTS. Within 12 hours, the Consultant must notify District of the occurrence of any of the following events:

(a) Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Consultant must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State Water Board has determined what actions should be taken to protect and preserve the resource. The Consultant must implement appropriate actions as directed by the State Water Board;

(b) Loss, theft, damage, or impairment to Project;

(c) The discovery of a false statement of fact or representation made in this Contract or in any certification, report, or request for payment made pursuant to this Contract, by the Consultant, its employees, agents, or subcontractors;

(d) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Consultant agrees to promptly notify District. This notification is in addition to the Consultant's obligations under the federal Endangered Species Act; and

(e) Any litigation pending or threatened with respect to the Project.

11. STATE WATER BOARD EXCLUDED PARTIES PROHIBITION. Consultant shall not contract or allow subcontracting with excluded parties. Consultant shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Contract, Consultant shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for

participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Contract is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at: http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml.

Consultant, in executing the Contract, represents and warrants that Consultant is not a disqualified or excluded party, as described above, and is entitled to participate in Project.

12. STATE WATER BOARD RIGHTS IN DATA. Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of the Contract are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. As to any work which is copyrighted by District, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

13. SRF FEDERAL CROSS-CUTTER REQUIREMENTS

(a) Build America, Buy America Act (BABAA). Unless the District has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Consultant shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the District has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Consultant hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 percent and 2 percent carbon, and may include other elements.

(b) Wage Rate Requirements (Davis-Bacon). Consultant shall include in its subcontracts the full the Davis-Bacon language provided in Attachment "C" of the SRF Specification Requirements in all contracts and subcontracts.

(c) Signage Requirements. Consultant shall place a sign at least four feet tall by eight feet wide made of 3/4 inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the State Water Board):



“Funding for this Canyon Lake Water Treatment Plant – Phase 1 Improvements Project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California’s Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

The Project sign shall include the District's required promotional information, if any, and shall ensure that the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

(d) Public or Media Events. Consultant shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Contract of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days’ notice.

(e) EPA General Terms and Conditions (USEPA GTCs). Consultant shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.

(f) Entity Identifier. No Consultant may receive funding under this Contract unless it has provided its Unique Entity Identifier, assigned by the System for Award management to the State Water Board.

(g) Executive Compensation. Consultant shall report the names and total compensation of each of its five most highly compensated executives for the preceding completed fiscal year, as set forth in the USEPA GTCs.

(h) Federal Exclusion or Disqualification. Consultant represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If Consultant is excluded after execution of this Contract, Consultant shall notify the Division within ten (10) days and shall inform the Division of the Consultant’s exclusion in any request for amendment of this Contract. Consultant shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board’s performance of its obligations under this Contract. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, Consultant shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

(i) Conflict of Interest. To the extent applicable, Consultant shall disclose to the State Water Board any potential conflict of interest consistent with USEPA’s Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.

(j) Copyright and Patent.

(i) USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this Contract.

(ii) Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Consultant. Consultant must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

(k) Credit. Consultant agrees that any reports, documents, publications or other materials developed for public distribution supported by this Contract shall contain the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document.”

(l) Electronic and Information Technology Accessibility. Consultant is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.

(m) Trafficking in Persons. Consultant, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Contract, or use forced labor in the performance of this Contract. Consultant must include this provision in its contracts and subcontracts under this Contract. Consultant must inform the State Water Board immediately of any information regarding a violation of the foregoing. Consultant understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. Consultant agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Contract if Consultant that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.

(n) Civil Rights Obligations. Consultant shall comply with the following federal non-discrimination requirements:

(i) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).

(ii) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.

(iii) The Age Discrimination Act of 1975, which prohibits age discrimination.

(iv) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

(v) 40 CFR Part 7, as it relates to the foregoing.

(o) Federal Non-Discrimination Requirements - Executive Order No. 11246. Consultant shall comply with and shall include in its subcontracts related to the Project the following provisions. As used below "contractor" shall refer to Consultant and its subcontractors. Executive Order No. 11246. Consultant shall include in its contracts and subcontracts related to the Project the following provisions:

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

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(p) Disadvantaged Business Enterprises (40 CFR Part 33). Consultant agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp. Consultant shall comply with, and agrees to require its subcontractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. Additional DBE provisions are included in Attachment "B" of the SRF Specification Requirements.

(q) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Contract is to remedy the cause of the violation, Consultant may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.

(r) Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. Consultant must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.

(s) Network Systems. Consultant agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.

(t) Geospatial Data Standards. All geospatial data created pursuant to this Contract that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

(u) Scientific Integrity Policy. Consultant agrees to comply with, and require all subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this

condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

Consultant shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. Consultant must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

(v) **Animal Welfare Act.** Consultant agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.

(w) **Environmental.**

(i) The documents identified below are incorporated by reference and Consultant shall comply with the conditions and recommendations therein:

- The Mitigation Monitoring and Reporting Program adopted by the Elsinore Valley Municipal Water District on July 25, 2019 for the Project.

(x) **Technical.** No SRF Project Funds will be used on:

(i) Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

(ii) Telecommunications or video surveillance services produced by such entities;

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to the government of a covered foreign country;

(iv) Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

(y) **Build America Buy America (BABA)** This Project is subject to BABA requirements of Public Law 117.58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (Bil), signed into law on November 15, 2021), which are in

addition to “iron and steel products” requirements described above. Specifically, unless 1) the District has obtained a waiver from USEPA on file with the State Water Board pertaining to the Project or the Project is otherwise covered by a general applicability waiver, as confirmed in writing by the State Water Board; or 2) the State Water Board and, to the extent the Project is funded by any other agency using federal funds subject to BABA requirements, the District has advised the Consultant, **in writing**, that the BABA requirements are not applicable to the Project, the Consultant shall ensure and certify that, as these terms are defined within and made applicable by Public Law 117.58:

- (1) All iron and steel used in the Project are produced in the United States;
- (2) The manufactured products used in the Project are produced in the United States; and
- (3) The construction materials used in the Project are produced in the United States.

(ii) *"The Consultant acknowledges to and for the benefit of the Elsinore Valley Municipal Water District and the State Water Board that it understands the goods and services under this contract are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the contractor pursuant to this contract. The Consultant hereby represents and warrants to and for the benefit of the Elsinore Valley Municipal Water District and the State Water Board (a) the Consultant has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Consultant will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Elsinore Valley Municipal Water District and the State Water Board. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Consultant shall permit the Elsinore Valley Municipal Water District and the State Water Board to recover as damages against the Consultant any loss, expense, or cost (including without limitation attorney's fees) incurred by the Elsinore Valley Municipal Water District and the State Water Board resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Water Board or any damages owed to the State Water Board by the Elsinore Valley Municipal Water District). If the Consultant has no direct contractual privity with the State Water Board, as a lender or awardee to the Elsinore Valley Municipal Water District for the funding of its project, the Elsinore Valley Municipal Water District and the Consultant agree that the State Water Board is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Water Board."* The Consultant shall include the above language in all contracts and subcontracts under this Agreement, and shall require any subcontractor to do the same.

(z) **Executive Order N-6-22 – Russian Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any

new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Consultant is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement.

(i) Consultant represents that Consultant is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Consultant is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

II. Disadvantaged Business Enterprise Requirements.



California State Water Resources Control Board
 Division of Financial Assistance
 1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707
 Mailing Address: P. O. Box 944212 • Sacramento, California • 94244-2120
 Internet Address: <http://www.waterboards.ca.gov>

Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) - entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) - entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration (SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Revised 12/2016

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA Form	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub-contractor	EPA DBE Coordinator
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub-Contractor	SWRCB by Recipient
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

The completed forms must be submitted with each Bid or Proposal. The recipient shall review the bidder's documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided.
2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.

Revised 12/2016

- Information retained on the Bidder's List must include the following:
 1. Entity's name with point of contact;
 2. Entity's mailing address and telephone number;
 3. The project description on which the entity bid or quoted and when;
 4. Amount of bid/quote; and
 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB, CASRF – Barbara August (916) 341-6952 barbara.august@waterboards.ca.gov

US EPA, Region 9 – Joe Ochab (415) 972-3761 ochab.joe@epa.gov

Revised 12/2016

III. DAVIS BACON PROVISIONS

(a) Davis-Bacon Provisions. Consultant shall comply with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis- Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act), which are incorporated into the Contract by this reference. This includes, but is not limited to, the following provisions:

(i) Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d)(i)(4) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section (d)(iv). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (d)(i)(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

c. In the event the Consultant, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (d)(i)(2) (b) or (c) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(ii) Withholding. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project),

all or part of the wages required by the Contract, the District may, after written notice to the Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iii) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

a. The Consultant shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Bureau of Reclamation if the agency is a party to the contract, but if the agency is not such a party, the Consultant will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Bureau of Reclamation. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Consultant is responsible for the submission of copies of payrolls by all subcontractors. Consultants and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the Contract, but if the agency is not such a party, the Consultant will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Elsinore Valley Municipal Water District, the Consultant, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor

for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

i. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

d. The falsification of any of the above certifications may subject the Consultant or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant or subcontractor shall make the records required under paragraph (c)(iii)(1) of this section available for inspection, copying, or transcription by authorized representatives of the District or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(iv) Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(v) Compliance with Copeland Act requirements. The Consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(vi) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the District may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(vii) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(viii) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(ix) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its subcontractors) and the District, the U.S. Department of Labor, or the employees or their representatives.

(x) Certification of eligibility.

(1) By entering into this Contract, the Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

(iv) Subcontracts. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (iv) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this Section.

IV. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this Agreement meets the definition of a “federally assisted construction contract” in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

(viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with

respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by the CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by the CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for

all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this Agreement is in excess of \$150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this Agreement is in excess of \$100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Contract term funding exceeds \$100,000.00, Consultant shall file with the City the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

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

(iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.