

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

4600016349

PURCHASING AUTHORITY NUMBER (If applicable)

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

CONTRACTING AGENCY NAME

Department of Water Resources

CONTRACTOR NAME

Tehama County Flood Control and Water Conservation District

2. The term of this Agreement is:

START DATE

May 19, 2025

THROUGH END DATE

March 30, 2027

3. The maximum amount of this Agreement is:

\$492,000.00 Four Hundred Ninety-Two Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	5 Pages
Exhibit A, Att. 1	Resolution	2 Pages
Exhibit B	Budget Detail and Payment Provisions - Public Entities (Rev. 2/2013)	1 Page
Exhibit B, Att. 1	Cost Sheet	1 Page
Exhibit B, Att. 2	Additional Cost Provisions	1 Page
Exhibit C*	General Terms and Conditions	GTC 02/2025
Exhibit D	Special Terms and Conditions for DWR (Local Public Entities - Payable) (DWR 9546, Rev. 2/19)	2 Pages
Exhibit D, Att. 1	Recycled Content Certification (DWR 9557) Rev. 03/22	2 Pages
Exhibit E	Additional Provisions	1 Page
Exhibit E, Att. 1	Travel and Per Diem, DWR 9580 (Rev. 10/24)	2 Pages

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dqs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tehama County Flood Control and Water Conservation District

CONTRACTOR BUSINESS ADDRESS

1509 Schwab St.

CITY

Red Bluff

STATE

CA

ZIP

96080

PRINTED NAME OF PERSON SIGNING

Justin Jensen

TITLE

Contract Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Justin Jensen

DATE SIGNED

5/15/2025

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
4600016349

PURCHASING AUTHORITY NUMBER (If applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Water Resources

Approved as to legal form
and sufficiency:
Karen Jackson

CONTRACTING AGENCY ADDRESS

2440 Main Street

CITY

Red Bluff

STATE

CA

ZIP

96080

PRINTED NAME OF PERSON SIGNING

Teresa Connor

for Asst. General Counsel, DWR

TITLE

Manager, Northern Region Office

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Teresa Connor

DATE SIGNED

5/16/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



EXHIBIT A SCOPE OF WORK

Agreement between the Department of Water Resources (DWR)
and
Tehama County Flood Control and Water Conservation District (the Contractor)

I. PURPOSE

The primary purpose of the Agreement is for DWR to provide financial assistance to the Contractor to improve stream gage infrastructure and data availability as part of the Stream Gage Improvement Program (CalSIP). Through the CalSIP program, DWR is actively improving California's stream gage network by funding public agencies to upgrade existing gages, reactivate historical gages, or install new gages on natural waterways across the state.

II. BACKGROUND

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

III. LOCATION OF SERVICES

The stream gage locations and descriptions are provided in the table below.

Gage Number	Description	Latitude	Longitude
1	COTTONWOOD C NR OLINDA CA	40.38446476	-122.47747739
2	RED BANK C A RAWSON RD BR NR RED BLUFF CA	40.13926915	-122.2404458
3	MILL C NR MINERAL CA	40.3601502	-121.50669839
4	REEDS CREEK AT WILDER ROAD NEAR RED BLUFF	40.16411786	-122.2747495

IV. CONTRACT MANAGERS

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

Department of Water Resources

Name: David Gardner
Address: 2440 Main Street
Red Bluff, California 96080
Phone: 530-489-8744
Email: david.gardner@water.ca.gov

Tehama County Flood Control and Water
Conservation District

Name: Justin Jenson
Address: 1509 Schwab St.
Red Bluff, CA 96080
Phone: 530-690-0700
Email: jjenson@tcpw.ca.gov

Tehama County Flood Control and Water
Conservation District

Name: Evan Davis
Address: 500 First St.
Woodland, CA 95695
Phone: 530-661-0109
Email: edavis@lsce.com

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

V. RESPONSIBILITIES

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

A. Summary

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

B. Administration – Invoices and Reporting

This task includes project administration, invoicing, and reporting.

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

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

Reporting includes preparing and submitting to DWR progress reports monthly.

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

C. Reactivation Stream Gage:

1. Planning – Site Confirmation and Permitting

Verify the historic site location using available records, physical inspection, and site mapping. This involves reviewing historical data, consulting with local experts, and physically inspecting the site to ensure accuracy. Historical data review will include checking old records, maps, and photographs to determine the exact location. Physical inspection will involve visiting the site, taking GPS coordinates, and comparing them with

historical data. This task is critical to ensure that the reactivation occurs at the correct location. Perform all biological, cultural, and other resource field investigations to support the application and development of needed regulatory permits. Identify the permits, studies, and reports needed for each site. Commence permitting and fieldwork as appropriate. Responsible for all fieldwork, permit applications, reports, and all elements to secure permits for installation and continued measurements and maintenance of the gage. Permits may include, but are not limited to 404, 401, potentially CVFPB for those in the floodway encroachment (for installation on bridges), and cultural resources (if extraordinary excavation is needed). Responsible for CEQA Requirements and compliance as applicable.

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

2. Installation – Equipment Installation

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

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

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

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

Installation - Instrument and Telemetry Setup

Install and calibrate instruments and telemetry systems, ensuring data transmission to the California Data Exchange Center. This includes configuring data loggers, calibrating sensors, and testing telemetry systems to ensure reliable data transmission. This task will be completed within 90 days from project commencement. Calibration of instruments will be done according to the manufacturer's specifications. Telemetry systems will be configured to transmit data in real-time to the specified data portal.

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

3. Operations and Maintenance – Flow Measurements

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

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

Operation and Maintenance – Stream Gage

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

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

Deliverables: All station records for stage and flow measurements will be processed and submitted by December 31 of each year for the prior water year (October 1 through September 30). This process is considered the annual “certification” process that signifies the applicable prior-year data is valid and referenced to reflect all adjustments and corrections are correct. A final certification package needs to be provided as a hard copy and electronic copy and include the following elements:

- A. Site summary report.
- B. Field notes from all site visits and measurements.
- C. Flow measurement report summary to summarize when, how, and results of flow measurements.

- D. Certification (signature) by a qualified and experienced reviewer (someone who has completed a USGS, or similar, course; or professional licensed civil engineer).
- E. Flow measurement sheets.
- F. Rating table documentation, PDF or Excel spreadsheet.
- G. Rating table and discrete flow measurement plots.
- H. Primary computations.
- I. Mean daily gage height summary.
- J. Mean daily flow summary.
- K. Mean daily temperature summary.
- L. Mean daily gage height, water year plots.
- M. Mean daily gage flow, water year plots.
- N. Mean daily gage water temperature, water year plots.

VI. INVOICING AND PROGRESS REPORTS

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

VII. BUDGET AND TIMELINE

All gages must be fully operational by October 1, 2026 and all expenditures invoiced for reimbursement by March 30, 2027. Final invoices must be submitted by April 15, 2027.

DWR has established a total budget of \$492,000 for this project (Exhibit B).

**EXHIBIT A, ATTACHMENT 1
RESOLUTION NO. 2025-01**

Resolution No. 2025-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHAMA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT AUTHORIZING THE
FUNDING REQUEST, ACCEPTANCE, AND EXECUTION FOR STREAM GAGE
REACTIVATION PROJECT.**

WHEREAS, the Board of Directors of the Tehama County Flood Control And Water Conservation District (the "Board") proposes to implement the Tehama County Flood Control And Water Conservation District Stream Gage Reactivation Project (the "Stream Gage Reactivation Project"); and

WHEREAS, the Stream Gage Reactivation Project is being implemented to support and improve the stream gage network within the County of Tehama, State of California and is intended to: (1) provide publicly available data on natural surface waters; and (2) provide sound data that accurately informs water management decisions; and

WHEREAS, the Board has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the Board intends to apply for funding from the California Department of Water Resources for the Stream Gage Reactivation Project.

NOW, THEREFORE, BE IT RESOLVED by the the Board of the Tehama County Flood Control And Water Conservation District as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2023, as amended (Stats. 2022, ch. 44, § 25), the Executive Director of the Tehama County Flood Control And Water Conservation District, or designee, is hereby authorized and directed to prepare and file a questionnaire for funding with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain funding.
2. The Executive Director of the Tehama County Flood Control And Water Conservation District, or designee, is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Executive Director of the Tehama County Flood Control And Water Conservation District, or designee, is hereby authorized to utilize electronic signatures to execute agreements with the Department of Water Resources and any amendments thereto.
4. The Executive Director of the Tehama County Flood Control And Water Conservation District, or designee, is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain funding.

This resolution shall become operative upon adoption and remain in full force and effect until modified by a subsequent Resolution adopted by the Board.

The foregoing Resolution was offered by Director Nolen, and seconded by Director Walker on 3/10/25 and adopted by the following vote:

AYES: Directors Nolen, Hansen, and Walker

NOES:

ABSENT OR NOT VOTING: Directors Burroughs and Jones

STATE OF CALIFORNIA)

)

COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Directors of the Tehama County Flood Control and Conservation District, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisor on the 10th day of March 2025.

Dated: March 10, 2025

SEAN HOUGHTBY, County Clerk and ex-officio
Clerk of the Board of Directors of the Tehama,
County Flood Control and Water Conservation District,
State of California

By: 

Deputy

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

A. INVOICING AND PAYMENT

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

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

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

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

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

B. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

New Stream Gage

Item	Site ID / Description	Description	Item	Est. Quantity	Unit of Measurement	Unit Price	Total
1	For All 4 Sites	Administration	2025	4	lump sum	\$1,000.00	\$4,000
			2026	4	lump sum	\$1,000.00	\$4,000
			2027	4	lump sum	\$500.00	\$2,000
Planning		Site Selection & Design 2025	4	lump sum	\$13,500.00	\$54,000	
		Permitting 2025	4	lump sum	\$15,000.00	\$60,000	
2							
3	All 4 sites	Installation	Equipment Procurement, Testing, and Installation	4	lump sum	\$40,000.00	\$160,000
			2025 - 8 Months	4	lump sum	\$18,000.00	\$72,000
		Operations / Maintenance	2026 - 12 Months	4	lump sum	\$24,000.00	\$96,000
2027 - 4 Months			4	lump sum	\$10,000.00	\$40,000	
4							
Total Probable Cost:							\$492,000.00

**EXHIBIT B ATTACHMENT 2
ADDITIONAL COST PROVISIONS**

Ineligible costs for reimbursement include:

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

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR DEPARTMENT OF WATER RESOURCES
(LOCAL PUBLIC ENTITIES - PAYABLES)

1. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Deputy Director of Business Operations shall be final, unless appealed to a court of competent jurisdiction.

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

2. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.
3. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than \$50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only pay overhead charges on the first \$25,000 for each subcontract."

7. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required products to the Department at the conclusion of the services specified in this contract. Form DWR 9557 is attached to this Exhibit and made a part of this contract by this reference.
9. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: .
10. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
11. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
12. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

**EXHIBIT D, ATTACHMENT 1
RECYCLED CONTENT CERTIFICATION**

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

DEPARTMENT OF WATER RESOURCES
Recycling Coordinator Purchasing Services Office
715 P Street, 7th Floor, Sacramento, CA 95814 FAX: (916) 654-5506

COMPANY: _____

PERSON COMPLETING FORM: _____

DATE: _____

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

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

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

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

NAME OF PERSON COMPLETING FORM	TITLE	AGENCY/COMPANY
--------------------------------	-------	----------------

➤ SIGNATURE OF PERSON COMPLETING FORM

DATE

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

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

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

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

For additional information visit State Agency Buy Recycled Campaign

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	<ol style="list-style-type: none"> a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Sections 12200-12217, et seq. and 12153-12156, et seq. of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

EXHIBIT E
ADDITIONAL PROVISIONS

1. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

2. GENAI TECHNOLOGY USE & REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State. Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

State of California

DEPARTMENT OF WATER RESOURCES

California Natural Resources Agency

EXHIBIT E, ATTACHMENT 1 TRAVEL AND PER DIEM EXPENSES

I. M&IE* Rates for In-State and Out-of-State Travel

- A. Effective October 1, 2024, the State is adopting the federal standard M&IE rate established by the federal GSA at the time of travel for in-state and out-of-state travel. The State's maximum reimbursement rate for actual in-state (GSA locations) and out-of-state (GSA and DOD locations) M&IE will be up to \$68 per day as follows:

M&IE Total	Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Up to \$68	Up to \$16	Up to \$19	Up to \$28	Up to \$5	Up to \$51

1. **M&IE Total** – Up to the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.
2. **Breakfast, Lunch, Dinner, Incidentals** – M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Separate amounts for meals and incidentals as sometimes meal amounts must be deducted by the appropriate amount when such meals are furnished to the traveler or included in a conference registration, etc. For meals provided, the traveler must deduct the meal cost from the applicable M&IE rate.
3. **First & Last Day of Travel** – Up to the amount received on the first and last day of travel and equals 75% of total M&IE.

II. M&IE Timeframes

- A. Effective October 1, 2024, for travel that occurs on or after October 1, 2024, the State's updated travel timeframes determining allowable reimbursement of M&IE are as follows:

When travel status is		Maximum reimbursement for actual expenses is
More than 12 but less 24 hours		Up to 75% of the applicable M&IE standard rate for each calendar day in a travel status.
24 hours or more, on	The day of departure	Up to 75% of the applicable M&IE standard rate.
	Full days of travel	Up to 100% of the applicable M&IE standard rate.
	The last day of travel	Up to 75% of the applicable M&IE standard rate.
Travel less than 12 hours		Not eligible for M&IE reimbursement.

* Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. The employing department may request receipts at any time.

III. Lodging Rates

- A. Effective October 1, 2024, the State is adopting federal standard and non-standard reimbursement lodging rates at time of travel for:
1. GSA (in-state and certain out-of-state locations): The continental United States and Washington, D.C. (CONUS)
 2. DOD (certain out-of-state locations): Non-foreign areas outside of CONUS (Alaska, Hawaii, U.S. Territories and Possessions)
 3. State Department (out-of-country): Foreign areas

IV. Excess Lodging Rate Requests

A. In-State Lodging

If a traveling employee cannot obtain lodging at or below the applicable federal standard or non-standard in-state lodging rate for their location of travel, then CalHR's existing Excess Lodging process (as provided in CalHR Manual Section 2201) continues to apply:

1. Delegated authority to departments up to \$350 per night.
2. Three comparison quotes from the state's authorized online booking tool for the requested travel dates.

B. Out-of-State and/or Out-of-Country Lodging

If a traveling employee cannot obtain lodging at or below the applicable federal standard or non-standard out-of-state or out-of-country lodging rate for their location of travel, then CalHR's Excess Lodging process, which will be updated in CalHR Manual Section 2201, will apply, as follows:

1. Delegated authority to departments up to \$350 per night.
2. Three comparison quotes from the state's authorized online booking tool for the requested travel dates.

C. Long-Term Travel

Effective October 1, 2024:

1. The State is adopting the federal standard M&IE reimbursement rates for long-term meals, and receipted lodging shall be reimbursed up to the maximum federal standard and non-standard reimbursement rates.
2. Actual expenses for long-term meals, incidentals, and receipted lodging will be reimbursed up to the maximum rates provided above for short-term travel.

V. U.S. General Services Administration Per Diem Rates for California Daily lodging rates (excluding taxes)

- A. Current rates may be found at U.S. GSA Per Diem Rates for California