# STATE OF CALIFORNIA STANDARD AGREEMENT

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STE	213 (Rev 06/03)			AGREEMENT NUMBER	
				REGISTRATION NUMBER	
1.	This Funds-In Agreemen	t is entered into betwee	n the State Agency and	the Contractor named below:	
	STATE AGENCY'S NAME				
	California Department	t of Water Resources			
	CONTRACTOR'S NAME				
2.	The term of this		through		
	Agreement is: April 8, 2025 April 15, 2027				
3.	The maximum amount of this Agreement is:	\$ 250,500			
4.	The parties agree to compart of the Agreement.	ply with the terms and c	conditions of the following	g exhibits which are by this reference made a	
	Exhibit A – Scope of W	ork		page(s)	
	Exhibit B – Budget Deta	ail and Payment Provision	ons	page(s)	
	Exhibit C – General Te	rms and Conditions		page(s)	
	Exhibit D – 9546 -Speci	al Terms and Condition	s for DWR	page(s)	
	Exhibit E - Resolution			page(s)	
				page(s)	

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

CONTRACTOR	California Department of General Services Use Only	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, pa	artnership, etc.)	
BY (Authorized Signature)	DATE SIGNED(Do not type)	
<b>K</b>		
Noel Castillo, Chief Flood Control Engineer		
ADDRESS		_
825 E. Third Street, San Bernardino, CA 92415		
STATE OF CALIFORNIA		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED(Do not type)	_
€	BITTE GIGITEB (Bo not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		Exempt per:
ADDRESS		

# EXHIBIT A SCOPE OF WORK

#### I. PURPOSE

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

### II. BACKGROUND

Access to reliable, real-time information about the conditions and amount of water flowing into our rivers and streams is critical to better manage water resources for public safety, water supply and the conservation of freshwater species. To help better understand water resources statewide, DWR is 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

(Location/s to be provided by agency.) Please add a descriptor and coordinates

STATION #	STATION # NAME		LATITUDE	LONGITUDE
1016	1016 Deer Creek @ Foothill		34.104298	-117.579810
1017	Cucamonga @ Fourth St	1	34.077196	-117.600851
1018	Demens @ Sapphire	1	34.142554	-117.627130
1376	Cucamonga At Baseline	1	34.121412	-117.620399
2800	Wildwood Canyon	3	34.014289	-117.008072
2826	Reche Canyon	2	34.049170	-117.289700
2831	Warm Crk @ Sterling	2	34.123168	-117.243457
2852	Rialto Channel	2	34.061244	-117.367418
2853	Little Chino Crk	1	33.986269	-117.714597
2859	San Sevaine Channel	1	34.098659	-117.514708
2866	Ely Basin	1	34.035545	-117.610886

2915         Wilson Creek         3         34.034241         -117.074697           2925         Oro Grande         4         34.526255         -117.296142           2936         Desert Knolls Wash         6         34.539298         -117.273964           2951         Antelope Creek Wash         6         34.403330         -117.283900           2953         Silver Lakes         4         34.743850         -117.334112           2982         Cucamonga Basin #6         1         34.128574         -117.630757           3000         Mission Channel @ Tippecanoe         3         34.073297         -117.259716           3005         San Antonio Hts. Basin #1         1         34.160653         -117.658561           3010         San Antonio Hts. Basin #3         1         34.161947         -117.647192           3020         Cucamonga Debris Basin         1         34.161947         -117.647192           3030         San Sevaine Basin         1         34.140110         -117.501912           3037         Rich Basin         1         34.145689         -117.277322           3047         Cactus Basin         2         34.126689         -117.227322           3054         Santa Ana River @ E Street			I		
2936         Desert Knolls Wash         6         34.539298         -117.273964           2951         Antelope Creek Wash         6         34.403330         -117.283900           2953         Silver Lakes         4         34.743850         -117.334112           2982         Cucamonga Basin #6         1         34.128574         -117.630757           3000         Mission Channel @ Tippecanoe         3         34.073297         -117.259716           3005         San Antonio Hts. Basin #1         1         34.160653         -117.658561           3010         San Antonio Hts. Basin #3         1         34.161947         -117.653506           3019         San Antonio Hts. Basin #5         1         34.161947         -117.647192           3020         Cucamonga Debris Basin         1         34.14910         -117.501912           3037         Rich Basin         1         34.149110         -117.501912           3037         Rich Basin         1         34.159558         -117.477478           3042         Sand Creek Channel         2         34.126689         -117.227322           3047         Cactus Basin         2         34.12608         -117.293867           3059         City Creek @ Highla	2915	Wilson Creek	3	34.034241	-117.074697
2951         Antelope Creek Wash         6         34.403330         -117.283900           2953         Silver Lakes         4         34.743850         -117.334112           2982         Cucamonga Basin #6         1         34.128574         -117.630757           3000         Mission Channel @ Tippecanoe         3         34.073297         -117.259716           3005         San Antonio Hts. Basin #1         1         34.160653         -117.653506           3010         San Antonio Hts. Basin #3         1         34.160697         -117.653506           3019         San Antonio Hts. Basin #5         1         34.148161         -117.636879           3020         Cucamonga Debris Basin         1         34.148161         -117.636879           3030         San Sevaine Basin         1         34.140110         -117.501912           3037         Rich Basin         1         34.145589         -117.277478           3042         Sand Creek Channel         2         34.146589         -117.227322           3047         Cactus Basin         2         34.121608         -117.387456           3054         Santa Ana River @ E Street         2         34.067372         -117.19303           3069         Cit	2925	Oro Grande	4	34.526255	-117.296142
2953         Silver Lakes         4         34.743850         -117.334112           2982         Cucamonga Basin #6         1         34.128574         -117.630757           3000         Mission Channel @ Tippecanoe         3         34.073297         -117.259716           3005         San Antonio Hts. Basin #1         1         34.160653         -117.658561           3010         San Antonio Hts. Basin #3         1         34.160697         -117.653506           3019         San Antonio Hts. Basin #5         1         34.161947         -117.647192           3020         Cucamonga Debris Basin         1         34.148161         -117.636879           3030         San Sevaine Basin         1         34.149110         -117.501912           3037         Rich Basin         1         34.145101         -117.501912           3037         Rich Basin         1         34.145589         -117.227322           3047         Cactus Basin         2         34.121608         -117.387456           3054         Santa Ana River @ E Street         2         34.067372         -117.190303           3059         City Creek @ Highland         3         34.128722         -117.162706           3069         Small Ca	2936	Desert Knolls Wash	6	34.539298	-117.273964
2982         Cucamonga Basin #6         1         34.128574         -117.630757           3000         Mission Channel @ Tippecanoe         3         34.073297         -117.259716           3005         San Antonio Hts. Basin #1         1         34.160653         -117.658561           3010         San Antonio Hts. Basin #3         1         34.160697         -117.653506           3019         San Antonio Hts. Basin #5         1         34.161947         -117.647192           3020         Cucamonga Debris Basin         1         34.148161         -117.636879           3030         San Sevaine Basin         1         34.1490110         -117.501912           3037         Rich Basin         1         34.145589         -117.477478           3042         Sand Creek Channel         2         34.146589         -117.227322           3047         Cactus Basin         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.128722         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.017032           3079         Wils	2951	Antelope Creek Wash	6	34.403330	-117.283900
3000         Mission Channel @ Tippecanoe         3         34.073297         -117.259716           3005         San Antonio Hts. Basin #1         1         34.160653         -117.658561           3010         San Antonio Hts. Basin #3         1         34.160697         -117.653506           3019         San Antonio Hts. Basin #5         1         34.161947         -117.647192           3020         Cucamonga Debris Basin         1         34.148161         -117.636879           3030         San Sevaine Basin         1         34.140110         -117.501912           3037         Rich Basin         1         34.140110         -117.501912           3037         Rich Basin         1         34.146589         -117.477478           3042         Sand Creek Channel         2         34.12608         -117.387456           3047         Cactus Basin         2         34.067372         -117.293867           3054         Santa Ana River @ E Street         2         34.067372         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.017032           3079         Wildwood	2953	Silver Lakes	4	34.743850	-117.334112
3005         San Antonio Hts. Basin #1         1         34.160653         -117.658561           3010         San Antonio Hts. Basin #3         1         34.160697         -117.653506           3019         San Antonio Hts. Basin #5         1         34.161947         -117.647192           3020         Cucamonga Debris Basin         1         34.148161         -117.636879           3030         San Sevaine Basin         1         34.140110         -117.501912           3037         Rich Basin         1         34.159558         -117.477478           3042         Sand Creek Channel         2         34.121608         -117.227322           3047         Cactus Basin         2         34.121608         -117.387456           3054         Santa Ana River @ E Street         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.128722         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.190303           3079         Wildwood Basin         3         34.014215         -117.017032           3084         Cook Canyon	2982	Cucamonga Basin #6	1	34.128574	-117.630757
3010         San Antonio Hts. Basin #3         1         34.160697         -117.653506           3019         San Antonio Hts. Basin #5         1         34.161947         -117.647192           3020         Cucamonga Debris Basin         1         34.148161         -117.636879           3030         San Sevaine Basin         1         34.140110         -117.501912           3037         Rich Basin         1         34.159558         -117.477478           3042         Sand Creek Channel         2         34.146589         -117.227322           3047         Cactus Basin         2         34.121608         -117.387456           3054         Santa Ana River @ E Street         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.135625         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.199992           3074         Wildwood Basin         3         34.014215         -117.017032           3079         Wilson Creek Basin         3         34.0351008         -117.029050           3084         Cook Canyon Dam </td <td>3000</td> <td>Mission Channel @ Tippecanoe</td> <td>3</td> <td>34.073297</td> <td>-117.259716</td>	3000	Mission Channel @ Tippecanoe	3	34.073297	-117.259716
3019         San Antonio Hts. Basin #5         1         34.161947         -117.647192           3020         Cucamonga Debris Basin         1         34.148161         -117.636879           3030         San Sevaine Basin         1         34.140110         -117.501912           3037         Rich Basin         1         34.159558         -117.477478           3042         Sand Creek Channel         2         34.146589         -117.227322           3047         Cactus Basin         2         34.121608         -117.387456           3054         Santa Ana River @ E Street         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.135625         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.199992           3074         Wildwood Basin         3         34.014215         -117.017032           3079         Wilson Creek Basin         3         34.051008         -117.029050           3084         Cook Canyon Dam         3         34.136458         -117.175339           3089         Mill Creek @ Torri Pines Roa	3005	San Antonio Hts. Basin #1	1	34.160653	-117.658561
3020         Cucamonga Debris Basin         1         34.148161         -117.636879           3030         San Sevaine Basin         1         34.140110         -117.501912           3037         Rich Basin         1         34.159558         -117.477478           3042         Sand Creek Channel         2         34.121608         -117.227322           3047         Cactus Basin         2         34.121608         -117.387456           3054         Santa Ana River @ E Street         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.135625         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.199992           3074         Wildwood Basin         3         34.051008         -117.017032           3079         Wilson Creek Basin         3         34.051008         -117.029050           3084         Cook Canyon Dam         3         34.136458         -117.175339           3089         Mill Creek @ Torri Pines Road         3         34.089064         -116.924994           3098         Demens Basin	3010	San Antonio Hts. Basin #3	1	34.160697	-117.653506
3030         San Sevaine Basin         1         34.140110         -117.501912           3037         Rich Basin         1         34.159558         -117.477478           3042         Sand Creek Channel         2         34.146589         -117.227322           3047         Cactus Basin         2         34.067372         -117.293867           3054         Santa Ana River @ E Street         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.135625         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.199992           3074         Wildwood Basin         3         34.014215         -117.017032           3079         Wilson Creek Basin         3         34.051008         -117.029050           3084         Cook Canyon Dam         3         34.136458         -117.175339           3089         Mill Creek @ Torri Pines Road         3         34.089064         -116.924994           3093         San Timoteo Channel         3         34.089064         -117.631193           S1201ES         West Cucamonga @ La Dene	3019	San Antonio Hts. Basin #5	1	34.161947	-117.647192
3037         Rich Basin         1         34.159558         -117.477478           3042         Sand Creek Channel         2         34.146589         -117.227322           3047         Cactus Basin         2         34.121608         -117.387456           3054         Santa Ana River @ E Street         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.135625         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.199992           3074         Wildwood Basin         3         34.014215         -117.017032           3079         Wilson Creek Basin         3         34.051008         -117.029050           3084         Cook Canyon Dam         3         34.136458         -117.175339           3089         Mill Creek @ Torri Pines Road         3         34.089064         -116.924994           3093         San Timoteo Channel         3         34.037414         -117.218753           3098         Demens Basin         1         34.157528         -117.603244           \$1201ES         West Cucamonga @ La Deney <td>3020</td> <td>Cucamonga Debris Basin</td> <td>1</td> <td>34.148161</td> <td>-117.636879</td>	3020	Cucamonga Debris Basin	1	34.148161	-117.636879
3042         Sand Creek Channel         2         34.146589         -117.227322           3047         Cactus Basin         2         34.121608         -117.387456           3054         Santa Ana River @ E Street         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.135625         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.199992           3074         Wildwood Basin         3         34.014215         -117.017032           3079         Wilson Creek Basin         3         34.051008         -117.029050           3084         Cook Canyon Dam         3         34.136458         -117.175339           3089         Mill Creek @ Torri Pines Road         3         34.089064         -116.924994           3093         San Timoteo Channel         3         34.037414         -117.218753           3098         Demens Basin         1         34.157528         -117.603244           \$1201ES         West Cucamonga @ La Deney         1         34.083416         -117.541936           \$1601F2         Day Cr Sout	3030	San Sevaine Basin	1	34.140110	-117.501912
3047         Cactus Basin         2         34.121608         -117.387456           3054         Santa Ana River @ E Street         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.135625         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.199992           3074         Wildwood Basin         3         34.014215         -117.017032           3079         Wilson Creek Basin         3         34.051008         -117.029050           3084         Cook Canyon Dam         3         34.136458         -117.175339           3089         Mill Creek @ Torri Pines Road         3         34.089064         -116.924994           3093         San Timoteo Channel         3         34.037414         -117.218753           3098         Demens Basin         1         34.157528         -117.603244           \$1201ES         West Cucamonga @ La Deney         1         34.083416         -117.631193           \$1601F1         Day Cr South Of Wineville Basin         1         34.037321         -117.545981           \$2105A	3037	Rich Basin	1	34.159558	-117.477478
3054         Santa Ana River @ E Street         2         34.067372         -117.293867           3059         City Creek @ Highland         3         34.135625         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.199992           3074         Wildwood Basin         3         34.014215         -117.017032           3079         Wilson Creek Basin         3         34.051008         -117.029050           3084         Cook Canyon Dam         3         34.136458         -117.175339           3089         Mill Creek @ Torri Pines Road         3         34.089064         -116.924994           3093         San Timoteo Channel         3         34.037414         -117.218753           3098         Demens Basin         1         34.037414         -117.603244           \$1201ES         West Cucamonga @ La Deney         1         34.083416         -117.631193           \$1601F1         Day Canyon Channel @ Jurupa         1         34.037321         -117.541936           \$1601F2         Day Cr South Of Wineville Basin         1         34.037321         -117.545981           \$2	3042	Sand Creek Channel	2	34.146589	-117.227322
3059         City Creek @ Highland         3         34.135625         -117.190303           3064         Elder Creek Basin         3         34.128722         -117.162706           3069         Small Canyon Dam         3         34.147328         -117.199992           3074         Wildwood Basin         3         34.014215         -117.017032           3079         Wilson Creek Basin         3         34.051008         -117.029050           3084         Cook Canyon Dam         3         34.136458         -117.175339           3089         Mill Creek @ Torri Pines Road         3         34.089064         -116.924994           3093         San Timoteo Channel         3         34.037414         -117.218753           3098         Demens Basin         1         34.157528         -117.603244           S1201ES         West Cucamonga @ La Deney         1         34.083416         -117.631193           S1601F1         Day Canyon Channel @ Jurupa         1         34.037321         -117.545981           S2105A         East Rialto Storm Drain         2         34.097202         -117.357604           S2364A         Devil Canyon Channel         2         34.162696         -117.300667	3047	Cactus Basin	2	34.121608	-117.387456
3064       Elder Creek Basin       3       34.128722       -117.162706         3069       Small Canyon Dam       3       34.147328       -117.199992         3074       Wildwood Basin       3       34.014215       -117.017032         3079       Wilson Creek Basin       3       34.051008       -117.029050         3084       Cook Canyon Dam       3       34.136458       -117.175339         3089       Mill Creek @ Torri Pines Road       3       34.089064       -116.924994         3093       San Timoteo Channel       3       34.037414       -117.218753         3098       Demens Basin       1       34.157528       -117.603244         \$1201ES       West Cucamonga @ La Deney       1       34.083416       -117.631193         \$1601F1       Day Canyon Channel @ Jurupa       1       34.049982       -117.541936         \$1601F2       Day Cr South Of Wineville Basin       1       34.037321       -117.545981         \$2105A       East Rialto Storm Drain       2       34.162696       -117.300667	3054	Santa Ana River @ E Street	2	34.067372	-117.293867
3069       Small Canyon Dam       3       34.147328       -117.199992         3074       Wildwood Basin       3       34.014215       -117.017032         3079       Wilson Creek Basin       3       34.051008       -117.029050         3084       Cook Canyon Dam       3       34.136458       -117.175339         3089       Mill Creek @ Torri Pines Road       3       34.089064       -116.924994         3093       San Timoteo Channel       3       34.037414       -117.218753         3098       Demens Basin       1       34.157528       -117.603244         \$1201ES       West Cucamonga @ La Deney       1       34.083416       -117.631193         \$1601F1       Day Canyon Channel @ Jurupa       1       34.049982       -117.541936         \$1601F2       Day Cr South Of Wineville Basin       1       34.037321       -117.545981         \$2105A       East Rialto Storm Drain       2       34.162696       -117.300667	3059	City Creek @ Highland	3	34.135625	-117.190303
3074 Wildwood Basin 3 34.014215 -117.017032 3079 Wilson Creek Basin 3 34.051008 -117.029050 3084 Cook Canyon Dam 3 34.136458 -117.175339 3089 Mill Creek @ Torri Pines Road 3 34.089064 -116.924994 3093 San Timoteo Channel 3 34.037414 -117.218753 3098 Demens Basin 1 34.157528 -117.603244 S1201ES West Cucamonga @ La Deney 1 34.083416 -117.631193 S1601F1 Day Canyon Channel @ Jurupa 1 34.049982 -117.541936 S1601F2 Day Cr South Of Wineville Basin 1 34.037321 -117.545981 S2105A East Rialto Storm Drain 2 34.097202 -117.357604 S2364A Devil Canyon Channel 2 34.162696 -117.300667	3064	Elder Creek Basin	3	34.128722	-117.162706
3079       Wilson Creek Basin       3       34.051008       -117.029050         3084       Cook Canyon Dam       3       34.136458       -117.175339         3089       Mill Creek @ Torri Pines Road       3       34.089064       -116.924994         3093       San Timoteo Channel       3       34.037414       -117.218753         3098       Demens Basin       1       34.157528       -117.603244         \$1201ES       West Cucamonga @ La Deney       1       34.083416       -117.631193         \$1601F1       Day Canyon Channel @ Jurupa       1       34.049982       -117.541936         \$1601F2       Day Cr South Of Wineville Basin       1       34.037321       -117.545981         \$2105A       East Rialto Storm Drain       2       34.097202       -117.357604         \$2364A       Devil Canyon Channel       2       34.162696       -117.300667	3069	Small Canyon Dam	3	34.147328	-117.199992
3084       Cook Canyon Dam       3       34.136458       -117.175339         3089       Mill Creek @ Torri Pines Road       3       34.089064       -116.924994         3093       San Timoteo Channel       3       34.037414       -117.218753         3098       Demens Basin       1       34.157528       -117.603244         \$1201ES       West Cucamonga @ La Deney       1       34.083416       -117.631193         \$1601F1       Day Canyon Channel @ Jurupa       1       34.049982       -117.541936         \$1601F2       Day Cr South Of Wineville Basin       1       34.037321       -117.545981         \$2105A       East Rialto Storm Drain       2       34.097202       -117.357604         \$2364A       Devil Canyon Channel       2       34.162696       -117.300667	3074	Wildwood Basin	3	34.014215	-117.017032
3089 Mill Creek @ Torri Pines Road 3 34.089064 -116.924994 3093 San Timoteo Channel 3 34.037414 -117.218753 3098 Demens Basin 1 34.157528 -117.603244 S1201ES West Cucamonga @ La Deney 1 34.083416 -117.631193 S1601F1 Day Canyon Channel @ Jurupa 1 34.049982 -117.541936 S1601F2 Day Cr South Of Wineville Basin 1 34.037321 -117.545981 S2105A East Rialto Storm Drain 2 34.097202 -117.357604 S2364A Devil Canyon Channel 2 34.162696 -117.300667	3079	Wilson Creek Basin	3	34.051008	-117.029050
3093       San Timoteo Channel       3       34.037414       -117.218753         3098       Demens Basin       1       34.157528       -117.603244         S1201ES       West Cucamonga @ La Deney       1       34.083416       -117.631193         S1601F1       Day Canyon Channel @ Jurupa       1       34.049982       -117.541936         S1601F2       Day Cr South Of Wineville Basin       1       34.037321       -117.545981         S2105A       East Rialto Storm Drain       2       34.097202       -117.357604         S2364A       Devil Canyon Channel       2       34.162696       -117.300667	3084	Cook Canyon Dam	3	34.136458	-117.175339
3098       Demens Basin       1       34.157528       -117.603244         S1201ES       West Cucamonga @ La Deney       1       34.083416       -117.631193         S1601F1       Day Canyon Channel @ Jurupa       1       34.049982       -117.541936         S1601F2       Day Cr South Of Wineville Basin       1       34.037321       -117.545981         S2105A       East Rialto Storm Drain       2       34.097202       -117.357604         S2364A       Devil Canyon Channel       2       34.162696       -117.300667	3089	Mill Creek @ Torri Pines Road	3	34.089064	-116.924994
S1201ES       West Cucamonga @ La Deney       1       34.083416       -117.631193         S1601F1       Day Canyon Channel @ Jurupa       1       34.049982       -117.541936         S1601F2       Day Cr South Of Wineville Basin       1       34.037321       -117.545981         S2105A       East Rialto Storm Drain       2       34.097202       -117.357604         S2364A       Devil Canyon Channel       2       34.162696       -117.300667	3093	San Timoteo Channel	3	34.037414	-117.218753
S1601F1       Day Canyon Channel @ Jurupa       1       34.049982       -117.541936         S1601F2       Day Cr South Of Wineville Basin       1       34.037321       -117.545981         S2105A       East Rialto Storm Drain       2       34.097202       -117.357604         S2364A       Devil Canyon Channel       2       34.162696       -117.300667	3098	Demens Basin	1	34.157528	-117.603244
S1601F2       Day Cr South Of Wineville Basin       1       34.037321       -117.545981         S2105A       East Rialto Storm Drain       2       34.097202       -117.357604         S2364A       Devil Canyon Channel       2       34.162696       -117.300667	S1201ES	West Cucamonga @ La Deney	1	34.083416	-117.631193
S2105A       East Rialto Storm Drain       2       34.097202       -117.357604         S2364A       Devil Canyon Channel       2       34.162696       -117.300667	S1601F1	Day Canyon Channel @ Jurupa	1	34.049982	-117.541936
S2364A Devil Canyon Channel 2 34.162696 -117.300667	S1601F2	Day Cr South Of Wineville Basin	1	34.037321	-117.545981
· · · · · · · · · · · · · · · · · · ·	S2105A	East Rialto Storm Drain	2	34.097202	-117.357604
S2371C Twenty Ninth St Basin 2 34.141212 -117.269855	S2364A	Devil Canyon Channel	2	34.162696	-117.300667
	S2371C	Twenty Ninth St Basin	2	34.141212	-117.269855

S2409A	Twin Creek Near Highland	2	34.138349	-117.269688
S2507A	Del Rosa (Daley) Ch @ Foothill	2	34.157798	-117.252158
S2507B	Del Rosa @ Pacific	2	34.128774	-117.258124
S2509B	Little Sand @ Lemon Basin	2	34.153478	-117.239767
S2603C	City Creek @ Fifth Street	2	34.108677	-117.218474
S3601C	Wilson @ Dunlap	3	34.018416	-117.096314
S3608A	Wildwood @ Calimesa	3	34.011765	-117.069266
S6402B	Donnel Basin	6	34.137615	-116.062030
S64541A	Old Woman Springs Channel	6	34.131516	-116.406735

# IV. CONTRACT MANAGERS

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

DEPARTMENT OF WATER RESOURCES SAN BERNARDINO COUNTY FLOOD

CONTROL DISTRICT

Name: Mike Weil Name: Alan Frost

Address: 770 Fairmont Ave, Suite Address: 825 E Third St

200, Glendale, CA 91203 San Bernardino, CA 92415

Phone: 818-549-2328 Phone: 909-387-8222

Email: Michael.weil@water.ca.gov Email: alan.frost@dpw.sbcounty.gov

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

#### V. RESPONSIBILITIES

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

### A. Summary

The scope of work for this contract organizes San Bernardino County Flood Control District responsibilities into the following work categories:

# B. Reactivation Stream Gage:

# 1. Administration – Invoices and Reporting

This task includes project administration, invoicing, and reporting.

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

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

Reporting includes preparing and submitting to DWR progress reports monthly.

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

## 2. Planning – Site Confirmation 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 the 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.

#### 3. Installation – Equipment Installation

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

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

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

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

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

Set up and calibrate instruments and telemetry systems, ensuring data transmission to NovaStar. This includes configuring data loggers, calibrating sensors, and testing telemetry systems to ensure reliable data transmission. This task will be completed within 90 days from project commencement at San Bernardino County Flood Control District. 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.

#### 5. Reserved

## 6. Operation and Maintenance

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

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

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

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

- M. Mean daily gage flow, water year plots.
- N. Mean daily gage water temperature, water year plots.

# C. Upgrade (Telemetry) Stream Gage:

# 1. Administration - Invoices and Reporting

This task includes project administration, invoicing, and reporting.

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

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

Reporting includes preparing and submitting to DWR progress reports monthly.

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

# 2. Planning – Site Confirmation

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

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

# 3. Installation - Equipment Installation

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

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

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

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

# 4. Installation - Instrument and Telemetry Setup

Set up and calibrate instruments and telemetry systems, ensuring data transmission to [specify data portal e.g., CDEC]. This includes configuring data loggers, calibrating sensors, and testing telemetry systems to ensure reliable data transmission. This task will be completed within 90 days from project commencement at [Specify location]. 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.

# 5. Installation -Data Integration and Monitoring

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

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

#### 6. Reserved

# 7. Operation and Maintenance

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

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

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

- A. Site summary report.
- B. Field notes from all site visits and measurements.

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

### VI. INVOICING AND PROGRESS REPORTS

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

#### VII. BUDGET AND TIMELINE

All 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<sup>th</sup>, 2027.

DWR has established a total budget of \$250,500 for this project.

Contract # Exhibit A Page 11 of 11

# EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS PUBLIC ENTITIES

#### A. INVOICING AND PAYMENT

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

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

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

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

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

#### B. BUDGET CONTINGENCY CLAUSE

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

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

# EXHIBIT B ATTACHMENT 1

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

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

# Exhibit B Attachment 2 : Cost Sheet

# New and Upgrade Stream Gage

	Site ID/				Unit of				
ITEM NO.	Description	Description	Item/Personnel	Est. Quanity	Measurement	T	Init Price		Total
112011101		Administration	2025 - 12 Months		hours	\$	100.00	\$	7,500.00
1	For All 51	Administration	2026 - 12 Months		hours	\$	100.00	\$	7,500.00
	Sites	Administration	2027 - 4 Months	25	hours	\$	100.00	\$	2,500.00
2	1	Planning	Site Selection	40	hours	\$	100.00	\$	4,000.00
3		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
J	2696-01/ Deer	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Creek @	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
4	Foothill	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	250.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
					-	<u> </u>		_	
5	2697-01/	Installation - Upgrade	Equipment Installation		Lump sum	\$	5,000.00	\$	5,000.00
	Cucamonga	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	@ Fourth	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
6	Street	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		I			*	Φ.	5,000,00	ф	5,000,00
7		Installation - Upgrade Installation	Equipment Installation		Lump sum	\$	5,000.00	\$	5,000.00
	2698-01/		Instrument & Telemetry Setup 2025 - 6 Months		Lump sum Hours	\$	1,500.00	\$	1,500.00
0	Demens @ Sapphire	1			Hours	\$	50.00	\$	300.00
8		Operations/ Maintenance Operations/ Maintenance	2026 - 12 Months 2027 - 4 Months		Hours	\$	50.00	\$	100.00
		Operations/ Maintenance	2027 - 4 Monuis		nours	Þ	30.00	Ф	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
9	2703-01/	Installation - Opgrade	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Cucamonga	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
10	At Baseline	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
10	At Baseline	Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
		Operations/ Waintenance	2027 - 4 Months		Hours	Ψ.	30.00	φ	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
11	2704-01/	Installation Opgrade	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	West	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
12	Cucamonga	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
12	@ La Deney	Operations/ Maintenance	2020 - 12 Worths		Hours	\$	50.00	\$	100.00
		Operations/ Maintenance	2027 - 4 Months		riouis	ф	30.00	Ф	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
13	2705-01/ Day	Installation - Opgrade	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	Canyon	Operations/ Maintenance	2025 - 6 Months	2	Hours	\$	50.00	\$	150.00
1.4	Channel @	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
14	Jurupa	-	2020 - 12 Worths		Hours	\$		\$	
		Operations/ Maintenance	2027 - 4 MOHUIS		FIOUIS	+	50.00	Ф	100.00
		Installation - Upgrade	Equipment Inst-11-ti	1	T 110000 (111-1-	ф	5,000.00	¢	5,000.00
15	2706-01/ Day	Installation	Equipment Installation		Lump sum	+ -		\$	
	Cr South Of	Operations/ Maintenance	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
1.0	Wineville	*	2025 - 6 Months		Hours	\$	50.00	\$	150.00
16	Basin	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		Installation Desertions	F ' (T ( !! :'		T	_	5,000,00	<b>.</b>	5,000,00
17		Installation - Reactivation	Equipment Installation		Lump sum	\$	5,000.00	\$	5,000.00
	2707-01/ East	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Rialto Storm	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
18	Drain				LHOUSE	ď.	50.00	\$	300.00
18	Drain	Operations/ Maintenance Operations/ Maintenance	2026 - 12 Months 2027 - 4 Months		Hours Hours	\$	50.00	\$	100.00

19		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
19	2708-01/	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	Devil Canyon	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
20	Channel	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		operations, mannematic	1 Wionais		110010	Ψ	20.00	Ψ	100.00
		Installation - Reactivation	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
21	2700 01/	Installation					-		1,500.00
	2709-01/		Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	
	-	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
22	St Basin	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
23	2710.01/	Installation - Reactivation	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
23	2710-01/	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	Twin Creek	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
24	Near	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
	Highland	Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
		Speratrons, Wantenance	2027 1 11011115		Houis	Ψ	50.00	Ψ	100.00
		Installation Unamada	Equipment Installation	1	Lump oum	¢	5,000.00	¢	5,000,00
25	2711 61/5	Installation - Upgrade	Equipment Installation		Lump sum	\$	-	\$	5,000.00
	2711 017 201	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Rosa (Daley)	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
26	Ch @ Foothill	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		<del></del>		· · · · · · · · · · · · · · · · · · ·			-		-
25		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
27	2712-01/ Del	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	Rosa @ Pacific	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
28		Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
26	1 acme	Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
		Operations/ Maintenance	2027 - 4 Monuis		nouis	Ф	30.00	Ф	100.00
		T . 11 .' TT 1	T		T	ф	5 000 00	Φ.	5 000 00
29	2713-01/	Installation - Upgrade	Equipment Installation		Lump sum		*	\$	5,000.00
_		Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Little Sand @ Lemon Basin	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
30		Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
31	2714-01/ City	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Creek @ Fifth		2025 - 6 Months		Hours	\$	50.00	\$	150.00
22	Street	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
32	Succi	*							
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		* **			-		= 000 00	4	# 000 0 °
33		Installation - Reactivation	Equipment Installation		Lump sum	\$	-	\$	5,000.00
	2715-01/	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Wilson @	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
34	Dunlap	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		-							
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
35	2716-01/	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	•	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
26	Wildwood @	_							
36	Calimesa	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
37	_	Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
37	2720 017	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	2720-01/	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
38	Donnel Basin	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
<b>-</b>		operations/ manufance	2027 11/2011115		110410	Ψ	50.00	Ψ	100.00
			1						

		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	5,000.00	\$	5,000.00
39	2721-01/ Old	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Woman	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
40	Springs	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
40	Channel	Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
		Operations/ Wantenance	2027 - 4 Wolldis		Hours	Ψ	30.00	Ψ	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
41	0702 01/	Installation				\$	1,500.00	\$	
	2723-01/ Wildwood		Instrument & Telemetry Setup		Lump sum	-			1,500.00
40		Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
42	Canyon	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
						_			
43		Installation - Upgrade	Equipment Installation		Lump sum	\$	1,000.00	\$	1,000.00
	2725-01/	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Reche Canyon	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
44	Recine Carryon	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
15		Installation - Reactivation	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
45	2726-01/	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	Warm Crk @	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
46	Sterling	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
47	2727-01/	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Rialto Channel	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
48		Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
40	Chamiei	Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
		Operations/ Mannenance	2027 - 4 Months		riouis	Ф	30.00		100.00
		Installation - Upgrade	Equipment Installation	1	I vene aven	ď	1,000.00	\$	1,000.00
49	2720.01/		Equipment Installation		Lump sum	\$			
	2729-01/ Little Chino Crk	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
		Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
50		Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
51		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
31	2730-01/ San	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Sevaine	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
52	Channel	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
52		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
53	2521 61/51	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	2731-01/ Ely	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
54	Basin	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
•		Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
								Ė	
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
55		Installation Opgrade	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	2732-01/	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
56	Wilson Creek	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
30		Operations/ Maintenance	2020 - 12 Months		Hours	\$	50.00	\$	100.00
		Operations/ Maintenance	2021 - 4 MOHUIS		110018	Ф	50.00	φ	100.00
		T4-11-4: TT 1	E-viewant Inst 11 C	4	T	ф	1 000 00	¢	1 000 00
57		Installation - Upgrade	Equipment Installation		Lump sum	\$	1,000.00	\$	1,000.00
	2733-01/ Oro	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Grande	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
58		Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		- I							

		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
59	2734-01/	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	Desert Knolls	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
60	Wash	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
		operations Transcending	2027 I Monais		110415	Ψ	20.00	Ψ	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
61	2735-01/	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Antelope	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
62	Creek Wash	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
02	CICCK Wash	Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
		Operations/ Waintenance	2027 - 4 Wolldis		Tiours	Ψ	30.00	Ψ	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
63		Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	2736-01/	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
<i>c</i> 1	Silver Lakes								
64		Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
					_				
65		Installation - Upgrade	Equipment Installation		Lump sum	\$	1,000.00	\$	1,000.00
	2737-01/	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Cucamonga	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
66	Basin #6	Operations/ Maintenance	2026 - 12 Months	-	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
67	2729 01/	Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
67	2738-01/	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	Mission Channel @	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
68		Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
	Tippecanoe	Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		1							
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
69	2739-01/ San	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Antonio Hts. Basin #1	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
70		Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
70		Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
		Орегатона ттаниенанее	2027 4 World's		Tiours	Ψ	30.00	Ψ	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
71	27.40.01 / 6	1.0	Instrument & Telemetry Setup		Lump sum	Э	1,500.00		1,500.00
			misu umem & Telemen v Setub	1		¢.		•	1,300.00
	2740-01/ San	Installation	• •			\$		\$	
	Antonio Hts.	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
72	-	Operations/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months	3	Hours Hours	\$	50.00 50.00	\$	150.00 300.00
72	Antonio Hts.	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
72	Antonio Hts.	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months	3 6 2	Hours Hours Hours	\$ \$ \$	50.00 50.00 50.00	\$ \$	150.00 300.00 100.00
72	Antonio Hts. Basin #3	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation	3 6 2	Hours Hours Hours Lump sum	\$ \$ \$	50.00 50.00 50.00 1,000.00	\$ \$ \$	150.00 300.00 100.00 1,000.00
	Antonio Hts. Basin #3 2741-01/ San	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup	3 6 2 1 1	Hours Hours Lump sum Lump sum	\$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00	\$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00
73	Antonio Hts. Basin #3  2741-01/ San Antonio Hts.	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months  Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months	3 6 2 1 1 3	Hours Hours Lump sum Lump sum Hours	\$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00	\$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00
	Antonio Hts. Basin #3 2741-01/ San	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months	3 6 2 1 1 3 6	Hours Hours Lump sum Lump sum Hours Hours	\$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00	\$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 300.00
73	Antonio Hts. Basin #3  2741-01/ San Antonio Hts.	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months  Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months	3 6 2 1 1 3 6	Hours Hours Lump sum Lump sum Hours	\$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00	\$ \$ \$ \$ \$	150.00 300.00
73	Antonio Hts. Basin #3  2741-01/ San Antonio Hts.	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months	3 6 2 1 1 3 6 2	Hours Hours Lump sum Lump sum Hours Hours Hours Hours	\$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00	\$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 300.00
73	Antonio Hts. Basin #3  2741-01/ San Antonio Hts.	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months	3 6 2 1 1 3 6 2	Hours Hours Lump sum Lump sum Hours Hours	\$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00	\$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 300.00
73	Antonio Hts. Basin #3 2741-01/ San Antonio Hts. Basin #5	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months  Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months	3 6 2 1 1 3 6 2	Hours Hours Lump sum Lump sum Hours Hours Hours Hours	\$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00	\$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 300.00 1,000.00
73	Antonio Hts. Basin #3 2741-01/ San Antonio Hts. Basin #5	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months  Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation	3 6 2 1 1 3 6 2 2	Hours Hours Lump sum Lump sum Hours Hours Hours Hours Hours Hours	\$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00	\$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 300.00 1,000.00
73	Antonio Hts. Basin #3  2741-01/ San Antonio Hts. Basin #5	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation - Upgrade Installation	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months  Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup	3 6 2 1 1 3 6 2 2	Hours Hours Hours Lump sum Lump sum Hours Hours Hours Lump sum Hours	\$ \$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,000.00 1,500.00	\$ \$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 300.00 1,000.00 1,500.00 1,500.00
73 74 75	Antonio Hts. Basin #3  2741-01/ San Antonio Hts. Basin #5  2742-01/ Cucamonga	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation - Upgrade Installation Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months  Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months	3 6 2 1 1 3 6 2 2 1 1 1 3 3 6	Hours Hours Hours Lump sum Lump sum Hours Hours Hours Lump sum Hours Hours Lump sum Lump sum Lump sum	\$ \$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,500.00 50.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 100.00 1,000.00 1,500.00 150.00 300.00
73 74 75	Antonio Hts. Basin #3  2741-01/ San Antonio Hts. Basin #5  2742-01/ Cucamonga	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months  Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months  Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months  2027 - 12 Months	3 6 2 1 1 3 6 2 2 1 1 1 3 3 6	Hours Hours Hours Lump sum Lump sum Hours Hours Hours Hours Hours Lump sum Lump sum Lump sum Hours Hours	\$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,500.00 50.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 100.00 1,000.00 1,500.00 150.00 300.00
73 74 75 76	Antonio Hts. Basin #3  2741-01/ San Antonio Hts. Basin #5  2742-01/ Cucamonga	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2026 - 12 Months	3 6 2 1 1 3 6 2 1 1 1 3 6 2 2	Hours Hours Hours Lump sum Lump sum Hours Hours Hours Hours Hours Lump sum Lump sum Lump sum Hours Hours Hours	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 300.00 1,000.00 1,500.00 1,500.00 150.00 300.00 100.00
73 74 75	Antonio Hts. Basin #3  2741-01/ San Antonio Hts. Basin #5  2742-01/ Cucamonga	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Deprations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months 2027 - 4 Months Equipment Installation Equipment Installation Equipment Installation	3 6 2 1 1 3 6 2 1 1 3 6 2 2	Hours Hours Hours Lump sum Lump sum Hours Hours Hours Hours Hours Lump sum Lump sum Hours Hours Hours Hours Hours	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 50.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 300.00 1,000.00 1,500.00 1,000.00 1,000.00
73 74 75 76	Antonio Hts. Basin #3  2741-01/ San Antonio Hts. Basin #5  2742-01/ Cucamonga Debris Basin  2743-01/ San	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Departions/ Maintenance Operations/ Maintenance Operations/ Departions/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2027 - 4 Months 2027 - 4 Months	3 6 2 1 1 3 6 2 2 1 1 3 6 2 2	Hours Hours Hours Lump sum Lump sum Hours Hours Hours Hours Lump sum	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,000.00 1,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 100.00 1,500.00 1,500.00 1,000.00 1,000.00 1,000.00
73 74 75 76	Antonio Hts. Basin #3  2741-01/ San Antonio Hts. Basin #5  2742-01/ Cucamonga Debris Basin	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2027 - 4 Months	3 6 2 1 1 3 6 2 2 1 1 3 6 2 2 1 1 1 3 3 6 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Hours Hours Hours Lump sum Lump sum Hours Hours Hours Hours Lump sum Lump sum Lump sum Lump sum Lump sum Hours Hours Hours Hours Hours Hours Hours Lump sum Lump sum Hours	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,500.00 50.00 1,000.00 1,000.00 1,000.00 50.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 300.00 1,000.00 1,500.00 1,000.00 1,000.00 1,500.00 1,500.00 1,500.00
73 74 75 76	Antonio Hts. Basin #3  2741-01/ San Antonio Hts. Basin #5  2742-01/ Cucamonga Debris Basin  2743-01/ San	Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Installation - Upgrade Installation Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Maintenance Operations/ Departions/ Maintenance Operations/ Maintenance Operations/ Departions/ Maintenance Operations/ Maintenance	2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months 2027 - 4 Months 2027 - 4 Months Equipment Installation Instrument & Telemetry Setup 2027 - 4 Months 2027 - 4 Months	3 6 2 1 1 3 6 2 1 1 3 6 2 1 1 1 3 6 2 1 1 1 1 3 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Hours Hours Hours Lump sum Lump sum Hours Hours Hours Hours Lump sum	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,500.00 50.00 50.00 1,000.00 1,000.00 1,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	150.00 300.00 100.00 1,000.00 1,500.00 150.00 100.00 1,500.00 1,500.00 1,000.00 1,000.00 1,000.00

		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
79		Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	2744-01/ Rich	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
80	Basin	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
80		Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
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81		Installation - Upgrade	Equipment Installation		Lump sum	\$	1,000.00	\$	1,000.00
	2745-01/	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Sand Creek	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
82	Channel	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
83		Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	2746-01/	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
84	Cactus Basin	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
04		Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
-		Operations/ Waintenance	2027 - 4 Months		Hours	φ	30.00	φ	100.00
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85	2747-01/	Installation - Upgrade	Equipment Installation		Lump sum	\$	1,000.00	\$	1,000.00
	Santa Ana	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	River @ E	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
86	Street	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
	Birect	Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
0.7		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
87	2748-01/ City	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	Creek @	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
88	Highland	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
00	Tilginana	Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
-		Operations/ Waintenance	2027 - 4 Months		Hours	φ	30.00	φ	100.00
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89	2749-01/	Installation - Upgrade	Equipment Installation		Lump sum	\$	1,000.00	\$	1,000.00
		Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Elder Creek Basin	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
90		Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
0.1		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
91	2750-01/	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,500.00	\$	1,500.00
	Small Canyon	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
92	Dam	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
72		Operations/ Maintenance	2027 - 4 Months		Hours	\$	50.00	\$	100.00
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		Installation Unavada	Equipment Installation	1	Lump sum	ď	1 000 00	¢	1,000.00
93	2771 611	Installation - Upgrade	Equipment Installation		Lump sum	\$	1,000.00	\$	
	2751-01/	Installation	Instrument & Telemetry Setup		Lump sum	\$	1,500.00	\$	1,500.00
	Wildwood	Operations/ Maintenance	2025 - 6 Months		Hours	\$	50.00	\$	150.00
94	Basin	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
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95		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
93	2752-01/	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,000.00	\$	1,000.00
	Wilson Creek	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
96	Basin	Operations/ Maintenance	2026 - 12 Months		Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	_	Hours	\$	50.00	\$	100.00
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		Installation - Ungrada	Equipment Installation	1	l iimn ciim	Œ.	1 000 00	Φ	1 ()()() ()()
97	2752.017	Installation - Upgrade	Equipment Installation		Lump sum	\$	1,000.00	\$	1,000.00
97	2753-01/	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,000.00	\$	1,000.00
	Cook Canyon	Installation Operations/ Maintenance	Instrument & Telemetry Setup 2025 - 6 Months	1	Lump sum Hours	\$	1,000.00 50.00	\$	1,000.00 150.00
97 98		Installation Operations/ Maintenance Operations/ Maintenance	Instrument & Telemetry Setup 2025 - 6 Months 2026 - 12 Months	1 3 6	Lump sum Hours Hours	\$ \$ \$	1,000.00 50.00 50.00	\$ \$ \$	1,000.00 150.00 300.00
	Cook Canyon	Installation Operations/ Maintenance	Instrument & Telemetry Setup 2025 - 6 Months	1 3 6	Lump sum Hours	\$	1,000.00 50.00	\$	1,000.00 150.00

99	2754-01/ Mill	Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
99		Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,000.00	\$	1,000.00
	Creek @ Torri Pines	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
100	Road	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
	Road	Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
101		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
101	2755-01/ San	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,000.00	\$	1,000.00
	Timoteo	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
102	Channel	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
103		Installation - Upgrade	Equipment Installation	1	Lump sum	\$	1,000.00	\$	1,000.00
103	2756-01/	Installation	Instrument & Telemetry Setup	1	Lump sum	\$	1,000.00	\$	1,000.00
	Demens Basin	Operations/ Maintenance	2025 - 6 Months	3	Hours	\$	50.00	\$	150.00
104	Demens Basin	Operations/ Maintenance	2026 - 12 Months	6	Hours	\$	50.00	\$	300.00
		Operations/ Maintenance	2027 - 4 Months	2	Hours	\$	50.00	\$	100.00
Total Probable Cost:									250,500.00

# General Terms and Conditions (GTC 04/2017)

# EXHIBIT C

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

- 8. <u>INDEPENDENT CONTRACTOR</u>: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. <u>RECYCLING CERTIFICATION</u>: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

- 11. <u>CERTIFICATION CLAUSES</u>: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. <u>TIMELINESS</u>: Time is of the essence in this Agreement.

- 13. <u>COMPENSATION:</u> The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. <u>GOVERNING LAW</u>: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. <u>ANTITRUST CLAIMS:</u> The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - The Government Code Chapter on Antitrust claims contains the following definitions:
    - "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

- 16. <u>CHILD SUPPORT COMPLIANCE ACT</u>: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. <u>UNENFORCEABLE PROVISION</u>: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 18. <u>PRIORITY HIRING CONSIDERATIONS</u>: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

# 19. <u>SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION</u> <u>REPORTING REQUIREMENTS</u>:

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

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

Contract #
Exhibit D
Page 1 of 3

# EXHIBIT D-Special Terms and Conditions for Department of Water Resources (Local Public Entities - Payables)

<u>RESOLUTION OF DISPUTES</u>: 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.

- 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. <u>RENEWAL OF CCC</u>: Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.
- 4. <u>AGENCY LIABILITY</u>: 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. <u>POTENTIAL SUBCONTRACTORS</u>: 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. <u>SUBCONTRACTING</u>: "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. <u>COMPUTER SOFTWARE</u>: 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. <u>REIMBURSEMENT CLAUSE</u>: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented <u>employees</u> 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. <u>TERMINATION CLAUSE</u>: 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. <u>CONTRACTOR COOPERATION DURING INVESTIGATION</u>: 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. <u>Current and Former State Employees</u>: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
  - (1) Current State Employees: (PCC §10410)
    - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
    - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
  - (2) Former State Employees: (PCC §10411)
    - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
    - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

#### b. Penalty for Violation:

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

#### c. Members of Boards and Commissions:

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

#### d. Representational Conflicts of Interest:

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

#### e. Financial Interest in Contracts:

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

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

## f. Prohibition for Consulting Services Contracts:

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

- 13. COMMERCIAL DRIVER MEAL PERIOD AND REST PERIOD: To comply with Supreme Court case Dynamex Operations West, Inc. v. Superior Court (2018) 4 Cal.5th 903, Contractor shall ensure that commercial drivers employed or subcontracted for under this contract shall receive meal periods and rest periods commensurate with those required by Department of Industrial Relations Wage Order 9, sections 11 and 12: <a href="https://www.dir.ca.gov/lWC/IWCArticle9.pdf">https://www.dir.ca.gov/lWC/IWCArticle9.pdf</a>.
- 14. <u>ORDER OF PRECEDENCE</u>: In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:
  - a) The General Terms and Conditions;
  - b) The Std. 213;
  - c) The Scope of Work;
  - d) Any other incorporated attachments in the Contract by reference