

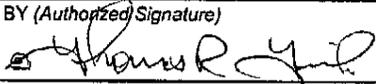
AGREEMENT NUMBER 460003575
REGISTRATION NUMBER 3860060436134

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Department of Water Resources
 CONTRACTOR'S NAME
CH2M Hill, Inc.
- The term of this Agreement is: **June 1, 2004** through **May 31, 2007**
 This Agreement shall not become effective until approved by the Department of General Services.
- The maximum amount of this Agreement is: **\$ 12,000,000.00**
 Twelve Million Dollars and no cents.
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 pages
Attachment 1 – Resumes	5 pages
Attachment 2 – Sample Task Order	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Attachment 1 – Labor Rates	16 pages
Exhibit C* – General Terms and Conditions	GTC 304
Exhibit D – Special Terms and Conditions for Department of Water Resources	3 pages
Attachment 1 – Recycled Content Certification Form	1 page
Exhibit E – Additional Provisions	3 pages
Attachment 1 – Travel and Per Diem Expenses	2 pages
Attachment 2 – Standard Contract Provisions Regarding Political Reform Act Compliance	2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) CH2M Hill, Inc.	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6-3-04
PRINTED NAME AND TITLE OF PERSON SIGNING Gwendolyn M. Buchholz, Vice President Thomas R. Fink VP	Regional Bvs. mgr.
ADDRESS 2485 Natomas Park Drive, Suite 600 Sacramento, CA 94553	
STATE OF CALIFORNIA	
AGENCY NAME Department of Water Resources	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/3/04
PRINTED NAME AND TITLE OF PERSON SIGNING Lester A. Snow, Director	
ADDRESS 1416 Ninth Street, 11th Floor, Sacramento, CA 95814	

California Department of General Services Use Only

APPROVED

JUN - 9 2004

DEPT OF GENERAL SERVICES

Kyates

Approved as to legal form and sufficiency

Asst Chief Counsel DWR

EXHIBIT A

SCOPE OF WORK

The Contractor and/or its subcontractors will provide the Department of Water Resources Colorado River and Salton Sea Office with specialized engineering, environmental, and technical support as outlined in this Scope of Work. The contractor will also coordinate efforts with and provide support to the Colorado River and Salton Sea offices of the California Department of Fish and Game. The contractor and/or its subcontractors will provide assistance in all aspects of a program that will develop a suite of alternatives and recommend a preferred alternative for Salton Sea ecosystem restoration by December 2006. Broad categories of work will include literature review and synthesis of existing information, identification of data gaps, monitoring and field studies, field data collection, formulation and screening of alternatives, feasibility analysis of alternatives, environmental review of alternatives including programmatic CEQA and NEPA compliance and potentially project-specific CEQA and NEPA compliance for certain project elements, public outreach, interagency coordination, and support for a recommendation regarding a preferred alternative.

Deliverables will involve tasks with the following elements: ecosystem restoration, environmental water issues, water treatment technologies including desalination and agricultural drainage treatment, water transfers, watershed management, water and sediment quality, embankment and conveyance system design, soils, geology, hydrology, computer modeling, geographic information systems (GIS) design and use, natural resources, aquatic and avian ecology, design and management of wetlands and wildlife habitat, wildlife refuge management, Aeolian erosion control and management, climate and air quality including sampling and analysis, sediment transport, civil engineering, geotechnical sampling and analysis, seismic risk analyses, water resource planning, risk assessment and development of risk management strategies, preparation of environmental impact reports, CEQA and NEPA compliance, FESA and CESA compliance, mosquito and vector control, environmental permit processing, science and peer review, cultural resources (historical, archaeological, paleontological), Indian trust assets, economics, project financing, socioeconomic impact analysis and mitigation, environmental justice, recreation, project management, public outreach, and facilitation.

A. Description of Work

The services listed below are examples of the diversity of work that may be required, but are not a guarantee of the work to be assigned under this agreement. Contractor will perform services defined by the Colorado River and Salton Sea Office, in writing, under individual Task Orders (see Project Management in this exhibit, Section B.)

- 1) *Synthesis of Baseline Information.* Conduct a literature review, interviews, and site visits to document current status of resources, existing proposals and strategies for stabilization or restoration of environmental, recreational, and aesthetic values in the Lower Colorado River ecosystem including the Salton Sea. Assess positive and negative aspects of past and current restoration proposals. Conduct a literature review, interviews, and site visits to document current status of wildlife resources in the Lower Colorado River ecosystem and current efforts to improve those resources including the Lower Colorado Multi-Species Conservation Plan and activities in the Biosphere Reserve. Assist in the definition of project goals and a definition of

restoration for the project. Prepare clear and concise summary reports with appendices documenting existing information. This summary will assist in formulating alternatives (including the no-action alternative).

- 2) *Alternatives Formulation and Screening.* Using information from the synthesis report, public workshops, scoping hearings, and other input, formulate a range of programmatic alternatives for Salton Sea ecosystem restoration. Identify critical unknowns. Develop and apply selection criteria, document rationale for inclusion or rejection of actions and alternatives. Prepare reports summarizing the results of the alternatives formulation in a clear and concise manner. Include graphical and tabulated results as necessary to communicate results. Subsequent work may include formulation of project-specific alternatives or actions.
- 3) *Feasibility Studies.* Using accepted engineering practices, conduct planning, data collection, and computations as needed to determine the feasibility of actions and alternatives. Prepare reports summarizing the results of the analysis in a clear and concise manner. Include graphical and tabulated results as necessary to communicate results. This task requires a valid civil engineering license and at least five years professional engineering experience.
- 4) *Preliminary Design.* Using accepted engineering practices, conduct preliminary design of specified projects including data collection, computations, and drawings. Prepare reports summarizing the results of the analysis in a clear and concise manner. Include graphical and tabulated results as necessary to communicate results. This task requires a valid civil engineering license and at least five years professional engineering experience.
- 5) *Strategic Planning Support.* Working with the Colorado River and Salton Sea Office, provide strategic planning support for specified tasks. Support may include information gathering, plan formulation, review of existing plans and applicable laws and regulations, risk assessment and development of risk management strategies, and use of accepted planning methods to assist in developing and articulating effective approaches to program implementation. This task may include development of a funding plan or financing plan for project implementation, or provision of advice regarding project financing. Prepare specified work products including reports summarizing the results of this task in a clear and concise manner; include graphical and tabulated results as necessary.
- 6) *Programmatic Environmental Impact Analysis.* Prepare a draft programmatic environmental impact report on a range of Salton Sea ecosystem restoration alternatives in compliance with the California Environmental Quality Act. Advise the Colorado River and Salton Sea Office on compliance with the National Environmental Policy Act. Print and otherwise reproduce the draft report, disseminate, conduct hearings on the draft report. Working with the Colorado River and Salton Sea Office, compile, analyze, and respond to comments on the draft report. Prepare a final programmatic environmental impact report. This task shall be carried out under the direction of a manager with at least five years professional experience preparing environmental impact reports and recent experience preparing environmental impact reports for large complex projects comparable to Salton Sea ecosystem restoration.
- 7) *Project-specific Environmental Impact Analysis.* Contractor may be asked to prepare project-level environmental documents for certain projects or actions including water transfers described in implementing legislation (Fish and Game Codes Sec. 2081.7(c)) which may provide funds for the Salton Sea Restoration Fund. This task shall be carried out under the

direction of a manager with at least five years professional experience preparing environmental impact reports, preferably including experience preparing environmental impact reports for water transfers.

- 8) *Permitting assistance*: Work with the Colorado River and Salton Sea Office to obtain needed environmental/regulatory permits, provide technical assistance and advice regarding regulatory permits, requirements, and compliance with likely permit conditions to facilitate project implementation.
- 9) *Computer Modeling*. Using accepted computational and programming techniques, conduct computer modeling to analyze specified scenarios related to construction, water operations, hydraulic and hydrologic conditions, water conservation, nutrient cycling, water chemistry, and other water management projects. Prepare reports summarizing the results of this task in a clear and concise manner; include graphical and tabulated results as necessary. A registered engineer or scientist with at least 4 years experience shall conduct this task.
- 10) *Advisory Committee Support*. Provide complete support for the Salton Sea Advisory Committee. Arrange for meeting locations, prepare draft meeting agendas, arrange for audio-visual support at meetings, prepare meeting summaries, disseminate information regarding the Advisory Committee, make special arrangements for Advisory Committee activities.
- 11) *Public Affairs Support*. Working with the Colorado River and Salton Sea Office, provide complete public affairs support for the Colorado River and Salton Sea Office. Prepare draft press releases, arrange and conduct public workshops, meetings, and hearings, prepare information materials, newsletters and displays, provide website support, provide facilitation services and written proceedings for public meetings and Advisory Committee meetings. Bilingual staff capable of conducting outreach activities in English and Spanish will be required.
- 12) *Conflict Resolution*. Provide conflict resolution services to resolve issues related to engineering, ecosystem restoration, and resource management. Assist in identifying and clarifying issues, and developing methods to address and identify alternatives to resolving issues. Provide technical expertise to aid in gathering and presenting factual information relevant to the resolution of the conflict. Assist in interest-based negotiation of issue resolution and in related joint fact-finding. This task requires in-depth knowledge of and at least five years experience with interest-based negotiation techniques.
- 13) *GIS Support*. Provide geographic information support. Incorporate new information into data layers, coordinate with and work with holders of existing information and data layers, prepare graphical materials including maps, reports, and digital media. Some essential GIS data may not be in the public domain.

14) *Conduct monitoring, focused research, and field studies.* Conduct monitoring, focused research, and field studies as directed by the Colorado River and Salton Sea Office to fill data gaps or gather necessary information. This work may encompass biological, air quality, environmental, engineering, soils, geochemistry, salt management, or other studies. Some field work may be conducted in a marine environment. Work with others to incorporate new information into existing databases, and make complete data sets available to the Colorado River and Salton Sea Office. Some essential data to be secured by the contractor may be proprietary information. Some potential areas of inquiry may include:

- Relationship among water quality, invertebrates, fish and bird populations
- Wildlife population estimates for target species
- Quantity, characteristics, and locations of important bird habitats in the Lower Colorado region
- Effects of existing geothermal plants and infrastructure on the Salton Sea and birds
- Locations and attributes of habitat provided by drains and canals
- Effects of type and placement of different agricultural practices and crops on birds
- Diet of birds at the Salton Sea and effects of pollutants in this diet
- Effects of increased urbanization around the Salton Sea, including the effect of increased tourism and recreation on the Sea and shoreline
- Movement of birds among different habitats within the Lower Colorado River ecosystem including the River, the Salton Sea, the Coachella, Imperial, and Mexicali Valleys.
- Feasibility of obtaining genetically similar stocks of fish from the Gulf of California and testing their ability to complete their life cycle in the Salton Sea.
- Development of long-term captive maintenance protocols for the marine fishes of the Salton Sea.
- Determination of ammonia tolerance levels for the fisheries.
- Determination of the status of pileworm populations and the abiotic factors which affect them.
- Quantification of algal blooms in the Salton Sea.
- Establishment of baseline information on air quality at the Salton Sea.
- Emmissivity of soil types currently inundated by the Salton Sea.

15) *General Technical Support.* Working closely with the Colorado River and Salton Sea Office, provide technical support for specified tasks. Support may include data collection, data conversion, engineering calculations, computer programming, development of spreadsheets, and development and operation of databases. This task also includes technical writing and presentations to communicate the results or content of this task.

16) *Document Preparation.* Prepare and print major program documents including and not necessarily limited to: a restoration study, a plan for use of transferred water, a financing plan, and draft and final programmatic environmental impact reports.

B. Project Management

The Colorado River and Salton Sea Office, through the Contractor, shall assign work in accordance with the above project and work descriptions through specific Task Order assigned. The Colorado River and Salton Sea Office will send Contractor a written assignment based upon one or more deliverables, as specified in Exhibit A, Scope of Work; it shall be comprised of a draft Task Order (see sample Task Order, Exhibit A, Attachment 2), and, it shall specify the scope of work, schedule, deliverables requested, and reporting and meeting requirements. Supplemental statements of work will be issued as necessary in the form of Task Orders, to define additional deliverables consistent with this overall scope of work, based on results of work completed under this Statement of Work.

Within seven (7) calendar days of receipt of a draft Task Order, Contractor shall complete and submit to the Colorado River and Salton Sea Office a completed draft Task Order with a detailed description of how the work will be performed, sources of data, expected results, cost and reimbursement parameters, the personnel to be assigned, and changes to or clarifications of work assignment, schedule or deliverables expected by the Colorado River and Salton Sea Office.

The Colorado River and Salton Sea Office shall approve or modify the Task Order within ten (10) calendar days and send the final proposed Task Order to Contractor's Contract Manager for signature. After Contractor signs and returns the Task Order, Colorado River and Salton Sea Office Contract Manager will sign it. A Task Order is of no force or effect until a final copy, signed by the Colorado River and Salton Sea Office Contract Manager, is returned to Contractor.

Task Orders are intended to provide additional detail, clarification, or direction regarding tasks described in this Scope of Work. Task orders for on-call or retainer work estimated to exceed \$50,000 will need to be approved by the State Department of General Services (DGS). Therefore, work shall not commence and no expenditures are authorized for a project until Contractor receives a physical copy of the final executed Task Order. State will not pay for work performed by Contractor unless it has been assigned in a fully executed Task Order.

If, after a Task Order has been issued, the Colorado River and Salton Sea Office determines that a substantial change(s) to the Task Order is necessary, the Colorado River and Salton Sea Office will issue a written amendment to the original Task Order. The amendment will include the reason(s) for the change(s), the specific change(s) required, and any adjustment to Contractor's payments resulting from the amended Task Order.

The Colorado River and Salton Sea Office, at its sole discretion, may cancel a Task Order at any time, for any reason. The Colorado River and Salton Sea Office will notify Contractor, in writing, that a Task Order has been canceled. The Colorado River and Salton Sea Office will pay Contractor for all reasonable expenses for work performed under that Task Order up to the date of termination of the Task Order.

C. Project Representatives

The project representatives during the term of this agreement will be:

DWR Project Manager:

John Vrymoed, Supervising Engineer
Colorado River and Salton Sea Office
Department of Water Resources
1416 9th Street, Room 1148
Sacramento, California 95814
(916) 653-2986
johnv@water.ca.gov

Contractor Project Manager:

Gwendolyn M. Buchholz, Vice President
CH2M HILL, Inc.
2485 Natomas Park Drive, Suite 600
Sacramento, California 94553
(916) 920-0212, ext. 252
gbuchhol@ch2m.com

Project representatives may be changed upon written notice to the other party.

PROJECT DIRECTOR

Gwendolyn Buchholz - CH2M HILL

Key Skills and Accomplishments

Managed more than 30 major water resources projects and integrated those projects with ecological restoration and cultural resources management objectives

Managed EIR/EIS preparation for many complex, controversial water resources, water transfer, and ecosystem restoration projects

Negotiated and obtained permits and approvals from more than 100 agencies

Education

M.S., Civil/Environmental Engineering, 1976

B.A. Physics, 1974

California Registrations, Licenses, Professional Affiliations

Civil Engineer: California

American Society of Civil Engineers

American Water Works Association

Water Environment Federation

Ms. Buchholz has 29 years of civil engineering, water resources and water supply, and environmental planning and restoration experience. She has particular expertise in managing CEQA and NEPA documentation for large-scale ecosystem restoration, water transfer, and water resources projects and integrating engineering and environmental aspects of these projects.

Key Project Experience

Project Manager, Environmental Services for Integrated Storage Investigation, California Department of Water Resources. Managed task orders to provide services for In-Delta and North of Delta Offstream Storage (NODOS) environmental analysis and documentation. For NODOS, also led flow regime analysis and preparation of portions of the EIR/EIS.

Water Supply Task Leader, Upper Yuba River Studies Program, CALFED, California. Managed analysis of available water supplies and methods to make water available to support alternatives considered in the restoration of the Upper Yuba River watershed.

Project Manager, Central Valley Project Improvement Act (CVPIA) Programmatic EIS (PEIS), U.S. Bureau of Reclamation. Managed extensive analyses of water supplies, hydrology, fisheries and vegetation/wildlife habitat environmental restoration plans, agricultural economics, land use, and socioeconomics throughout the Central Valley. Used many modeling and GIS tools to compile extensive datasets and efficiently compare alternatives. Coordinated with CALFED, State Water Resources Control Board, and other CVPIA initiatives.

CVPIA Refuge Water Supply Agreements EA/IS BS and Water Supply Study, U.S. Bureau of Reclamation. Principal-in-charge of EA/IS documents tiered under the CVPIA PEIS to provide long-term water supply agreements to 15 Central Valley national wildlife refuges. Developed water quality model to determine the potential for impacts to the San Joaquin River of providing this water supply. Managed the development of the Refuge Water Supply Study for Reclamation, which identified Levels 1, 2, 3, and 4 supplies referenced in CVPIA. Coordinated with refuge water supply managers to determine water supply needs and conveyance methods.

CVPIA Implementation Projects, U.S. Bureau of Reclamation. Principal-in-charge for several projects to implement CVPIA, including design and construction management of fish screen at M&T Ranch and development of Comprehensive Assessment and Monitoring Program to determine effectiveness of environmental restoration activities.

Pleasant Hill Pipeline, Central Contra Costa Sanitary District, California. Project manager for the planning and task project engineer for the design of a 6-mile long interceptor that varied in diameter from 48-inch to 120-inches. This project included construction within the banks of levees, two major stream crossings and crossing of Interstate 680, and use of micro-tunneling for a 60-inch diameter pipeline. The project also involved negotiations with U.S. Fish and Wildlife Service and Department of Fish and Game due to the presence of elderberry bushes and construction within a riparian corridor. During the planning phase, Ms. Buchholz also led over 50 public meetings and workshops and incorporated many of the results into the final project.

RESTORATION STUDY MANAGER

David Christophel - CH2M HILL

Key Skills and Accomplishments

Expertise in FESA and CESA compliance, developing Habitat Conservation Plans, and managing CEQA/NEPA documents and stakeholder-driven processes

Alternative Dispute Resolution training

Testified before California State Water Resources Control Board on behalf of CDFG regarding habitat requirements and instream flow needs for resident salmonids in Rush Creek, Mono County

Conducted instream flow studies, aquatic habitat mapping, and collecting site-specific habitat use data using IFIM techniques in 10 California and Washington streams

Education

M.S., Biological Sciences, 1989

B.S., Biological Sciences, 1979

California Registrations, Licenses, Professional Affiliations

Society for Conservation Biology

American Fisheries Society

Cooper Ornithological Society

Raptor Research Foundation

Mr. Christophel is a biologist/senior project manager with 18 years of environmental consulting experience working with a variety of private and government entities on environmental and natural resource issues. His areas of expertise include habitat conservation planning, fisheries and aquatic ecology, wildlife biology, and threatened and endangered species management. For the last 3 years, he also served in a national leadership role for CH2M HILL's Habitat Management and Planning services, which include ecological restoration, habitat conservation planning, and natural resource economics. Manages projects ranging in complexity from field surveys to multi-disciplinary environmental documents and habitat management plans. He is experienced in coordinating and directly with resource agency representatives and stakeholder groups. He also serves as senior-in-charge and senior technical advisor on a variety of projects.

Key Project Experience

Project Scientist, Multiple Species Habitat Conservation Plan, Imperial Irrigation District, Imperial, California. Led the development and preparation of a multi-species Habitat Conservation Plan (HCP) covering more than 90 species in the Imperial Valley and Salton Sea area. Coordinated a team of scientists in evaluating the potential effects of the District's water conservation activities and its ongoing operations and maintenance on covered species in the more than 500,000-acre HCP area. Led the development of the strategy for mitigating the impact of the take of species covered by the HCP and project coordination with USFWS and CDFG.

Program Manager, Upper Yuba River Studies Program, CALFED, California.

Developing and implementing a comprehensive study to assess the

feasibility of introducing threatened spring-run Chinook salmon and steelhead into the upper Yuba River upstream of Englebright dam. The study program was developed in consultation with a 55-member stakeholder group. Leading a team of scientists conducting studies in fisheries and fish habitat, sediment transport, flood risk, water supply and hydropower, water quality, and economics.

Project Manager, Aquatic Habitat Conservation Plan, Fruit Growers Supply Company, Siskiyou County, California. Managed development of aquatic HCP covering chinook salmon, coho salmon, and steelhead on about 150,000 acres of private timberlands. The watershed-based program was designed to balance protection of the existing fishery, improvement of aquatic habitat, and maintenance of viable fish populations with economically viable timber production. Responsibilities included balancing forest management strategies with mitigation requirements for the HCP under the federal ESA, and consulting with resource agency representatives.

Project Scientist, Multi-Species Habitat Conservation Plan, Stimson Lumber Company, California. Led the fisheries component of a multi-species HCP that addressed four anadromous salmon and trout species in several coastal streams. Coordinated with the USFWS and NOAA Fisheries (formerly NMFS) on fisheries issues and developed the conservation strategy.

ENVIRONMENTAL COMPLIANCE MANAGER

Robert D. Thomson - SAIC

Key Skills and Accomplishments

Project manager for Colorado River Quantification Settlement Agreement Programmatic EIR and Lower Colorado River Multi-species Conservation EIS/EIR/HCP

26 years of experience in environmental impact analyses and other compliance documents

Experience leading public information and coordination processes including formal scoping processes, facilitation, public involvement, and agency coordination

Education

M.S., Ecology, 1976

B.S., Zoology, 1973

Mr. Thomson is a senior environmental scientist with more than 26 years of technical and managerial experience in the field of environmental analysis. He has served in a lead technical or managerial role in a wide range of environmental investigations, including restoration projects and numerous CEQA and/or NEPA compliance projects. Mr. Thomson has experience in preparing and directing large public and agency coordination meetings on controversial subjects, including scoping meetings and draft EIS/EIR hearings, and presentations to groups ranging from local private citizen through high-level briefings for state and county decision makers and senior federal government staff.

Key Project Experience

Principal-in-Charge, Lower Colorado River Multi-Species Conservation Program (MSCP) EIS/EIR/HCP. The MSCP is a partnership of federal, state, and local agencies in Arizona, California, and Nevada; Native American tribes; and other non-governmental participants responding to the need to balance the legal use of lower Colorado River water resources and the conservation of threatened and endangered species and their habitats. Overseeing the consultant team that developed the consensus-based

Conservation Plan, prepared the Biological Assessment (BA) and Habitat Conservation Plan (HCP), and is preparing the joint EIS/EIR for issuance of the Section 10 permit and implementing the MSCP.

Project Manager, Colorado River Water Quantification Settlement Agreement (QSA) Program EIR. Directed the evaluation of the aggregate effects of the QSA components. This Program EIR provided CEQA compliance for the transfer of up to 400,000 acre-feet of Colorado River water from agricultural to urban uses, evaluated impacts to the Colorado River and the Salton Sea, and provided project-specific analyses of some components. Also oversaw the Bureau of Reclamation's NEPA analysis for the QSA (the Implementation Agreement) and related federal actions.

Project Manager, California Colorado River Water Use Plan (4.4 Plan). Managed development of the Environmental Factors Report (and Chapter 6) for the 4.4 Plan. The report identified the potential environmental effects of the 4.4 Plan and the reduction of California's Colorado River water diversions.

Restoration Task Manager, San Joaquin River Restoration Program. Served as restoration task manager and restoration oversight committee member to support a proposed settlement agreement between the NRDC and the Friant Water Users Authority. The restoration program evaluated the potential for the restoration of 150 miles of the San Joaquin River between Friant Dam and the Merced River.

Project Manager, Castaic Lake Water Agency (CLWA) Supplemental Water Transfer EIR. Managed the evaluation of the transfer of 41,000 acre-feet of State Water Project (SWP) Table A Amount from a member unit of the Kern County Water Agency to CLWA. The focus of this analysis is the indirect impacts of development within the CLWA service area and cumulative impacts of this and other SWP water transfers.

Project Manager, Nellis Air Force Range (NAFR) Land Withdrawal Renewal Legislative Environmental Impact Statement (EIS). Project manager for the EIS evaluating the withdrawal and continued use of approximately 3 million acres in southern Nevada by the Department of Defense.

TECHNICAL INTEGRATION MANAGER

Loren Bottorff - Self Employed

Key Skills and Accomplishments

- Experience in major California water resources planning initiatives
- ▲ Helped to formulate and implement California Water Policy
 - ▲ Broad technical experience in planning, environmental documentation, design, and construction'

Education

M.S., Water Resources Engineering, 1975

B.S., Civil Engineering, 1973

California Registrations, Licenses, Professional Affiliations

Civil Engineer: California

American Society of Civil Engineers

As a water resources engineer with 30 years of experience, most with CH2M HILL, Mr. Bottorff specializes in resource and project planning, hydraulic design, and hydrologic studies. He has worked on environmental documentation, feasibility studies, and the final design of projects involving resource management, enhancement, and restoration; water management; water supply and irrigation; flood control; and hydroelectric power development. He has performed basin water yield studies, reservoir and system operation studies, energy studies, and hydraulic design of spillways, intake structures, outlet works, tunnels, penstocks, stream channel restoration, and fish facilities (ladders, screens, adult trapping facilities, and hatcheries) for numerous water resources projects.

Over the last 12 years, Mr. Bottorff has focused on California's water and resource management issues, working directly in the client's' offices with teams of planners, scientists, and engineers to formulate plans for four of California's largest water-related programs. Mr. Bottorff has been a self-employed consultant since October 2000.

Considering his extensive water resources experience, Mr. Bottorff has been assigned senior-level quality assurance/quality control

(QA/QC) roles for numerous feasibility studies, designs, and environmental documents. These include informal review and input to study and design teams, participation on formal value engineering teams, peer review, and serving as the hydrology/hydraulics member of CH2M HILL's Dam Safety Review Board.

Key Project Experience

CALFED Bay-Delta Program. Worked in the CALFED office on the comprehensive plan and programmatic EIS/EIR to restore ecological health and improve water management within the Bay-Delta system. Assisted in writing many of the documents issued throughout the Program's evolution, including the Phase I and Phase II reports, the August 2000 Record of Decision, and many issue papers. Currently assisting in DWR's evaluation of potential CALFED surface storage projects and in preparing the Bay-Delta Authority's Finance Options Report.

California Water Plan Update, California Department of Water Resources. Assisted in preparing DWR's Bulletin 160-03 including drafting report sections on understanding current water management in California, California's hydrologic regions, and water management strategies.

Sacramento and San Joaquin River Basins Comprehensive Study. Assisted U.S. Army Corps of Engineers and DWR/Reclamation Board staff in plan formulation and preparation of a guidance document for implementing regionally based flood damage reduction and ecosystem restoration projects. Work included identification and documentation of independent projects that could progress separately and prior to implementation of the larger regional projects. The guidance document recognized that changes to the flood management system would provide major opportunities to implement the river corridor portions of CALFED's Ecosystem Restoration Program.

Bay-Delta Program Administrative Record Assistance, California Department of Justice. Continuing to assist the Department with various water resources issues relating to the Bay-Delta Program. Providing expert advice, consultation, and review of portions of the CALFED administrative record.

PUBLIC AFFAIRS MANAGER

Gregory Bourne - Center for Collaborative Policy

Key Skills and Accomplishments

- ▲ Twenty-five years experience conducting public involvement and collaborative, multi-stakeholder negotiation processes on water resources and environmental policy
- ▲ Interest-based negotiation training design and delivery
- ▲ Policy expertise with state and federal agencies

Local government facilitation expertise

Education

Post-Graduate Studies, Harvard Program on Negotiation, 1985

M.S., Environmental Engineering Science, 1976

California Registrations, Licenses, Professional Affiliations

Certified Practitioner: U.S. Institute for Environmental Conflict Resolution

Association for Conflict Resolution, Past Co-Chair, Environmental/Public Policy Section

Mr. Bourne has been involved with environmental and public policy issues for nearly 30 years. After 10 years as an environmental consultant, he co-founded the Consortium on Negotiation and Conflict Resolution at the Georgia Institute of Technology in 1986 and served as Executive Director until 1996. He then established the Center for Civic Participation and Renewal, a non-profit effort aimed at engaging government and civic leaders and the public in more effective ways. In 2003, he joined the executive team of the Center for Collaborative Policy (CCP), a unit of California State University, Sacramento. Many of Mr. Bourne's projects have involved water resources.

Key Project Experience

Program Manager, South Bay Salt Ponds Restoration. As program manager and senior managing mediator for Phase II effort. Directed the final design and implementation of this multi-stakeholder collaborative process focused on restoring more than 15,000 acres of commercial salt ponds in Southern San Francisco Bay. This project involves a Stakeholder Forum engaging more than 25 key stakeholder representatives, as well as four subcommittees with additional public representatives. This project also incorporates a broader public outreach program involving websites, electronic newsletters, public meetings, press releases, news articles, and other components.

Senior Mediator, State Water Desalination Task Force. Senior mediator for the California State Desalination Task Force. This project, conducted for

DWR, began with a detailed assessment of the issues and interests associated with both brackish and seawater desalination throughout the state. The Task Force comprised more than 25 representatives of various state and local government agencies, along with numerous other stakeholders representing environmental and environmental justice organizations, water districts, business interests, and others. The next phase of the process involved interest-based negotiations leading to a series of recommendations from DWR to the Legislature.

Senior Mediator, South Coast Air Quality Management District. Senior mediator conducting a pilot negotiated rulemaking process for South Coast AQMD related to chromium and nickel emissions. The multi-stakeholder negotiations led to amended and new rules governing these emissions that were unanimously accepted by the stakeholders and adopted by the AWMD Board.

Senior Mediator, Water Resources Conjunctive Use. Senior mediator for CCP's support of the DWR conjunctive use program. This involves working with other CCP colleagues in several watersheds throughout the state, including the desert regions of the eastern Los Angeles basin. This work includes establishing and facilitating multi-stakeholder advisory groups that support local water districts and governments in developing and implementing conjunctive use projects, many of which have been funded through state bond initiatives.

SAMPLE TASK ORDER

TASK ORDER NO.

Request for Services under Standard Agreement No.

Dated:

DESCRIPTION OF TASK:

(Short summary of work to be performed under this Task Order. Only services required to complete one project or task should be included in a Task Order).

SCOPE OF WORK:

A. (Detailed description of service being requested – may include several separate subtasks which must necessarily be related to completing the main project or task).

B. (State-provided information, requirements and/or services, if any).

C. Deliverables/Milestones

SCHEDULE:

DETAILED COSTS:

CONTRACTOR STAFFING:

CONTACT PERSONS:

State's Task Order Manager:

Name
Street Address
City, State, Zip Code
Phone:
Fax:
Email

Contractor's Task Order Manager:

Name
Street Address
City, State, Zip Code
Phone
Fax:
Email:

TASK ORDER NO. (continued)

AUTHORIZED SIGNATURES:

Contractor and State agree that these services will be performed in accordance with the terms and conditions of Standard Agreement Number

STATE OF CALIFORNIA
Department of Water Resources

(CONTRACTOR)

Authorized Representative

Authorized Representative

(Task Orders for on-call or retainer work estimated to exceed \$50,000 will require the approval of the Department of General Services. In that event, any such task order shall not become effective until approved by the State Department of General Services):

Department of General Services
Office of Legal Services

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

- I. INVOICING AND PAYMENT: Contractor shall submit three (3) copies of the invoice to the State only after receiving **written** notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted not more than **monthly**, in arrears, bearing the contract number. Small business contractors **must** identify their certified small business status on the invoice.

Submit two (2) copies of each invoice to the Program Manager at the following address:

John Vrymoed
Department of Water Resources
Colorado River and Salton Sea Office
1416 9th Street, Room 1148
Sacramento, CA 94814

Submit one (1) additional copy of each invoice simultaneously to the DWR Accounting Office at 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 Contract Manager and/or the Accounting Office, whichever date occurs later.

- II. 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.

- III. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

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TABLE 1
 CONTRACT LABOR RATES FOR CH2M HILL, INC

Direct Labor		100.00%
Fringe Benefit	+	50.10%
General & Administrative Overhead	+	106.50%
Total Cost	=	256.60%
Fee (%)	x	112.00%
Multiplier		287.392%

* The Multiplier takes the Direct Hourly Rate (rate at which the Consultants are paid) to the Project Hourly Rate (rate at which CA Dept. of Water Resources is billed).

CH2M HILL Hourly Rates*

Labor Classification		2004	2005	2006
Principal Professional /Project Director				
Ron Ott - Sacramento, CA	High	\$ 213.39	\$ 223.00	\$ 233.04
Ed Christofferson - Redding, CA	Low	\$ 179.89	\$ 187.98	\$ 196.44
Kathy Freas - Sacramento, CA				
Phil Ryan - Redding, CA				
John Anderson - Oakland, CA				
Harry Ohlendorf - Sacramento, CA				
Barbara Schmitz - Redding, CA				
Steve Costa - Arcadia, CA				
Allan Highstreet - Sacramento, CA				
Gary Nuss - Sacramento, CA				
Howard Wilson - Redding, CA				
Gwen Buchholz - Sacramento, CA				
Bob Bergman - Gainesville, FL				
Bob Pruitt - San Diego, CA				
Brad Sample - Sacramento, CA				
Christine Roberts - Santa Ana, CA				
Dick Glanzman - Denver, CO				
Jeff Haight - Seattle, WA				
Jim Bays - Gainseville, FL				
Jim Schneider - Denver, CO				
John Dickey - Sacramento, CA				
Pamela Vanderbilt - Sacramento, CA				
Sharook Madon - San Diego, CA				
Senior Project Manager				
David Christophel - Sacramento, CA	High	\$ 179.89	\$ 187.98	\$ 196.44
Dick Daniel - Sacramento, CA	Low	\$ 150.51	\$ 157.29	\$ 164.37
Ben Everett - Sacramento, CA				
Pete Rude - Redding, CA				
John Gaston - Oakland, CA				
Michael Greenwald - Oakland, CA				
Greg Eldridge - Sacramento, CA				
Dale Cannon - Redding, CA				
Darryl Hayes - Sacramento, CA				
Noel Williams - Sacramento, CA				
Rob Tull - Sacramento, CA				
Dan Speicher - Seattle, WA				
Denny Mengel - Boise, ID				

CH2M HILL Hourly Rates Continued Page 2 of 3

Jim Bard - Corvallis, OR
 Jim Lozier - Phoenix, AZ
 Kathleen Higgins - Santa Ana, CA
 Kathy Caldwell - Los Angeles, CA
 Lynne Hosley - Oakland, CA
 Tom Price - Sacramento, CA

Project Manager	<i>High</i>	\$ 150.51	\$ 157.29	\$ 164.37
Gretchen Honan - Santa Ana, CA	<i>Low</i>	\$ 108.71	\$ 113.60	\$ 118.71
Doug Smith - Sacramento, CA				
Jeff Covington - Oakland, CA				
Bob Lawson - Redding, CA				
Kathleen Bullard - Los Angeles, CA				

Senior Project Professional/Contracts	<i>High</i>	\$ 150.51	\$ 157.29	\$ 164.37
Matt Franck - Sacramento, CA	<i>Low</i>	\$ 90.76	\$ 94.84	\$ 99.11
Sandra Taylor - Sacramento, CA				
Amy Hiss - Oakland, CA				
Blair Adams - Oakland, CA				
Earl Byron - Sacramento, CA				
Jerry Nordal - Redding, CA				
Rob Leaf - Sacramento, CA				
Meri Miles - Sacramento, CA				
Larry Addison - Redding, CA				
Mike Walkowiak - Oakland, CA				
Gordon Cortis - Oakland, CA				
Scott Lynch - Santa Ana, CA				
Drew Langtry - Oakland, CA				
Allen Tsao - Sacramento, CA				
Anne Lynch - Santa Ana, CA				
Carolyn Washburn - Santa Ana, CA				
Christine Arenal - Sacramento, CA				
Don Kingery - Oakland, CA				
Fair Yeager - Phoenix, AZ				
Gary Santolo - Sacramento, CA				
Heather Johnson - Sacramento, CA				
James Gorham - Santa Ana, CA				
Jeff Tupen - Sacramento, CA				
Joel Kimmelshue - Redding, CA				
John Cleckler - Sacramento, CA				
John Livingston - Redding, CA				
Laura Harnish - Oakland, CA				
Marjorie Eisert - Sacramento, CA				
Mark Leu - Sacramento, CA				
Mark Oliver - Redding, CA				
Mark Tompkins - Sacramento, CA				
Maurice Hall - Redding, CA				
Mike Urkov - Redding, CA				
Nancy Lee - Sacramento, CA				
Neil Nikirk - Sacramento, CA				
Ray Romero - Santa Ana, CA				
Ron Fehringer - Redding, CA				
Stephen O'Kane - Sacramento, CA				

CH2M HILL Hourly Rates Continued Page 3 of 3

Tim Hamaker - Redding, CA

Tim Hill - Redding, CA

Professional/Contracts (Level II)	<i>High</i>	\$ 90.76	\$ 94.84	\$ 99.11
<i>Al Farber - Redding, CA</i>	<i>Low</i>	\$ 76.52	\$ 79.96	\$ 83.56
<i>Donna Zampaglione - Sacramento, Ca</i>				
<i>Armin Munevar - San Diego, CA</i>				
<i>Sara Miller - Sacramento, CA</i>				
<i>Kyle Winslow - San Diego, CA</i>				
<i>Russell Huddleston - Sacramento, CA</i>				
<i>Summer Bundy - Sacramento, CA</i>				
Professional (Level I)	<i>High</i>	\$ 76.52	\$ 79.96	\$ 83.56
<i>Anthony Fazone - Oakland, CA</i>	<i>Low</i>	\$ 71.29	\$ 74.50	\$ 77.85
<i>Cam Irvine - Sacramento, CA</i>				
**				
Staff Professional	<i>High</i>	\$ 71.29	\$ 74.50	\$ 77.85
**	<i>Low</i>	\$ 59.10	\$ 61.76	\$ 64.54
Senior Drafter/Illustrator/Editor	<i>High</i>	\$ 101.48	\$ 106.05	\$ 110.82
<i>Rick Crowe - Sacramento, CA</i>	<i>Low</i>	\$ 80.52	\$ 84.14	\$ 87.93
**				
Drafter/Illustrator/Editor	<i>High</i>	\$ 80.52	\$ 84.14	\$ 87.93
<i>Dash Antel - Sacramento, CA</i>	<i>Low</i>	\$ 59.68	\$ 62.36	\$ 65.17
**				
Technical Typist/Word Processor	<i>High</i>	\$ 67.73	\$ 70.78	\$ 73.97
<i>Heather Pritchard - Sacramento, CA</i>	<i>Low</i>	\$ 47.61	\$ 49.75	\$ 51.99
**				
Clerk	<i>High</i>	\$ 57.40	\$ 59.98	\$ 62.68
<i>Tony Mallam - Sacramento, CA</i>	<i>Low</i>	\$ 47.61	\$ 49.75	\$ 51.99
**				

* Rate at which CA Dept. of Water Resources is billed.

** This classification contains a pool of non-decision making staff.

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

SCIENCE APPLICATIONS INTERNATIONAL CORP (SAIC)

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

Labor Classification		SAIC Hourly Rates*		
		2004	2005	2006
Sr. Principal Consultant	<i>Hi</i>	\$ 212.93	\$ 221.49	\$ 230.05
<i>A Herson - Sacramento, CA</i>	<i>Low</i>	\$ 208.65	\$ 217.21	\$ 225.77
<i>R Beeby - Santa Barbara, CA</i>				
Principal Consultant I	<i>Hi</i>	\$ 202.23	\$ 209.72	\$ 218.28
	<i>Low</i>	\$ 197.95	\$ 205.44	\$ 214.00
Principal Consultant II	<i>Hi</i>	\$ 196.88	\$ 204.37	\$ 212.93
<i>R. Thomson - Santa Barbara, CA</i>	<i>Low</i>	\$ 192.60	\$ 200.09	\$ 208.65
Sr. Program Manager I	<i>Hi</i>	\$ 182.97	\$ 190.46	\$ 197.95
<i>C. Binder - Santa Barbara, CA</i>	<i>Low</i>	\$ 179.76	\$ 187.25	\$ 194.74
Sr. Program Manager II	<i>Hi</i>	\$ 169.06	\$ 175.48	\$ 182.97
<i>C. Clayton - Santa Barbara, CA</i>	<i>Low</i>	\$ 165.85	\$ 172.27	\$ 179.76
Sr. Program Manager III	<i>Hi</i>	\$ 163.71	\$ 170.13	\$ 176.55
<i>J. Mozingo - Seattle, WA</i>	<i>Low</i>	\$ 160.50	\$ 166.92	\$ 173.34
Program Manager I	<i>Hi</i>	\$ 153.01	\$ 159.43	\$ 164.78
<i>S. Fusco - Santa Barbara, CA</i>	<i>Low</i>	\$ 149.80	\$ 156.22	\$ 161.57
<i>D. Pontifex - Santa Barbara, CA</i>				
<i>D Stone - Santa Barbara, CA</i>				
<i>T Mulroy - Santa Barbara, CA</i>				
<i>D. Pearman - Seattle, WA</i>				
Program Manager II	<i>Hi</i>	\$ 147.66	\$ 153.01	\$ 159.43
<i>D. Connally - Brea, CA</i>	<i>Low</i>	\$ 144.45	\$ 149.80	\$ 156.22
Program Manager III	<i>Hi</i>	\$ 142.31	\$ 147.66	\$ 153.01
<i>R. Thompson - Santa Barbara, CA</i>	<i>Low</i>	\$ 139.10	\$ 144.45	\$ 150.87
Sr. Project Manager	<i>Hi</i>	\$ 134.82	\$ 141.24	\$ 146.59
	<i>Low</i>	\$ 132.68	\$ 138.03	\$ 143.38
Project Manager	<i>Hi</i>	\$ 129.47	\$ 134.82	\$ 140.17
	<i>Low</i>	\$ 127.33	\$ 132.68	\$ 138.03
Sr. Engr./Consultant I	<i>Hi</i>	\$ 140.17	\$ 145.52	\$ 150.87
<i>W. O'Brien - Santa Barbara, CA</i>	<i>Low</i>	\$ 136.96	\$ 142.31	\$ 147.66
<i>S. Zeimer - Santa Barbara, CA</i>				
Sr. Engr./Consultant II	<i>Hi</i>	\$ 136.96	\$ 142.31	\$ 147.66
<i>L. Woodman - Santa Barbara, CA</i>	<i>Low</i>	\$ 133.75	\$ 139.10	\$ 144.45
<i>L. Springer - Santa Barbara, CA</i>				
Sr. Engr./Consultant III	<i>Hi</i>	\$ 130.54	\$ 135.89	\$ 141.24
<i>C. Woodman - Santa Barbara, CA</i>	<i>Low</i>	\$ 128.40	\$ 133.75	\$ 139.10
<i>T. Mullen - Santa Barbara, CA</i>				
Sr. Engr./Consultant IV	<i>Hi</i>	\$ 125.19	\$ 130.54	\$ 135.89
<i>J. Reece - Santa Barbara, CA</i>	<i>Low</i>	\$ 123.05	\$ 128.40	\$ 132.68
<i>A Doehne - Pasadena, CA</i>				
Sr. Engr./Consultant V	<i>Hi</i>	\$ 119.84	\$ 125.19	\$ 129.47
<i>C Crabtree - Santa Barbara, CA</i>	<i>Low</i>	\$ 117.70	\$ 121.98	\$ 127.33
<i>C. Johnson - Boise, ID</i>				
<i>K. Lombardi - Boise, ID</i>				
<i>J. Eldridge - Seattle, WA</i>				
<i>S Freemuth - Boise, ID</i>				
Engr./Consultant I	<i>Hi</i>	\$ 114.49	\$ 118.77	\$ 124.12
<i>K. Foster - Santa Barbara, CA</i>	<i>Low</i>	\$ 112.35	\$ 116.63	\$ 121.98
<i>P. Rissell - Boise, ID</i>				
Engr./Consultant II	<i>Hi</i>	\$ 109.14	\$ 113.42	\$ 117.70
<i>S. Shaefer - Santa Barbara, CA</i>	<i>Low</i>	\$ 107.00	\$ 111.28	\$ 115.56
<i>M. Blain - Pasadena, CA</i>				
<i>I. Winstranley - Boise, ID</i>				
Engr./Consultant III	<i>Hi</i>	\$ 105.93	\$ 110.21	\$ 114.49
<i>M. Brown - Sacramento, CA</i>	<i>Low</i>	\$ 103.79	\$ 108.07	\$ 112.35
<i>F. Smith - Santa Barbara, CA</i>				

SAIC Hourly Rates Continued Page 2 of 3

Engr./Consultant IV	<i>Hi</i>	\$ 101.65	\$ 105.93	\$ 110.21
<i>M. Clement - Santa Barbara, CA</i>	<i>Low</i>	\$ 99.51	\$ 103.79	\$ 108.07
<i>L. Bergfeld - Santa Barbara, CA</i>				
<i>J. Steele - Santa Barbara, CA</i>				
<i>B. Everett - San Diego, CA</i>				
Engr./Consultant V	<i>Hi</i>	\$ 98.44	\$ 101.65	\$ 105.93
<i>C. Wolfgang - Santa Barbara, CA</i>	<i>Low</i>	\$ 96.30	\$ 100.58	\$ 103.79
<i>M. Fikel - Boise, Idaho</i>				
Associate Engr./Consultant I	<i>Hi</i>	\$ 94.16	\$ 97.37	\$ 101.65
<i>M Hood - Santa Baraba, CA</i>	<i>Low</i>	\$ 92.02	\$ 95.23	\$ 99.51
Assocate Engr./Consultant II	<i>Hi</i>	\$ 89.88	\$ 93.09	\$ 96.30
<i>L. Brown - San Luis Obispo, CA</i>	<i>Low</i>	\$ 87.74	\$ 90.95	\$ 95.23
<i>J. Carson - Boise, ID</i>				
Assocate Engr./Consultant III	<i>Hi</i>	\$ 85.60	\$ 88.81	\$ 92.02
<i>A Gasdick - Sacramento, CA</i>	<i>Low</i>	\$ 83.46	\$ 86.67	\$ 89.88
<i>A Malkin - Santa Barbara, CA</i>				
<i>C Druss - Santa Barbara, CA</i>				
<i>K. Victorino - Santa Barbara, CA</i>				
<i>D. Smith - Sacramento, CA</i>				
<i>J Walsh - Santa Barbara, CA</i>				
<i>D Baca - Santa Barbara, CA</i>				
Associate Engr./Consultant IV	<i>Hi</i>	\$ 82.39	\$ 85.60	\$ 88.81
<i>L. Gross - Boise, ID</i>	<i>Low</i>	\$ 80.25	\$ 83.46	\$ 86.67
<i>D. Hiller - Boise, ID</i>				
<i>C Stumpf - Boise, ID</i>				
<i>A. Moser - Boise, ID</i>				
Associate Engr./Consultant V	<i>Hi</i>	\$ 78.11	\$ 81.32	\$ 84.53
<i>A. Pattison - Santa Barbara, CA</i>	<i>Low</i>	\$ 77.04	\$ 80.25	\$ 83.46
<i>N. Bhuta - Santa Barbara, CA</i>				
Sr. Technical Staff I	<i>Hi</i>	\$ 75.97	\$ 79.18	\$ 82.39
<i>T Klug - Santa Barbara, CA</i>	<i>Low</i>	\$ 74.90	\$ 78.11	\$ 81.32
Sr. Technical Staff II	<i>Hi</i>	\$ 70.62	\$ 73.83	\$ 77.04
<i>J. Benson - Santa Barbara, CA</i>	<i>Low</i>	\$ 69.55	\$ 72.76	\$ 74.90
<i>A. Baumbauer - Sacramento, CA</i>				
Sr. Technical Staff III	<i>Hi</i>	\$ 65.27	\$ 68.48	\$ 70.62
<i>J. L Everett - Santa Barbara, CA</i>	<i>Low</i>	\$ 64.20	\$ 66.34	\$ 69.55
<i>R. McCluskey - Boise, ID</i>				
<i>C. Kohtz - Boise, ID</i>				
<i>M. Johnson - Boise, ID</i>				
<i>R. Otterman - Boise, ID</i>				
Technical I	<i>Hi</i>	\$ 58.85	\$ 60.99	\$ 64.20
<i>J. Thompson - Boise, ID</i>	<i>Low</i>	\$ 57.78	\$ 59.92	\$ 62.06
<i>J. Fruhlinger - Boise, ID</i>				
Technical II	<i>Hi</i>	\$ 52.43	\$ 54.57	\$ 56.71
<i>K. Regotti - Boise, ID</i>	<i>Low</i>	\$ 51.36	\$ 53.50	\$ 55.64
Technical III	<i>Hi</i>	\$ 48.15	\$ 50.29	\$ 52.43
<i>C. Laughlin - Boise, ID</i>	<i>Low</i>	\$ 47.08	\$ 49.22	\$ 51.36
Project Administration I	<i>Hi</i>	\$ 75.97	\$ 79.18	\$ 82.39
<i>C. Leufkens - Santa Barbara, CA</i>	<i>Low</i>	\$ 74.90	\$ 78.11	\$ 81.32
<i>C. Fitzerals - Boise, ID</i>				
<i>K. Stark - Santa Barbara, CA</i>				
<i>S. Ratliff - Boise, ID</i>				
Project Administration II	<i>Hi</i>	\$ 65.27	\$ 68.48	\$ 70.62
	<i>Low</i>	\$ 64.20	\$ 66.34	\$ 69.55
Project Administration III	<i>Hi</i>	\$ 58.85	\$ 60.99	\$ 64.20
<i>S. Green - Sacramento, CA</i>	<i>Low</i>	\$ 57.78	\$ 59.92	\$ 62.06
<i>M. Morrison - Sacramento, CA</i>				
Project Administration IV	<i>Hi</i>	\$ 55.64	\$ 57.78	\$ 59.92
<i>S. Pittman - Santa Barbara, CA</i>	<i>Low</i>	\$ 54.57	\$ 56.71	\$ 58.85
<i>K. Freeman - Boise, ID</i>				
Clerical I	<i>Hi</i>	\$ 46.01	\$ 48.15	\$ 49.22
<i>S. Farns - Pasadena, CA</i>	<i>Low</i>	\$ 44.94	\$ 47.08	\$ 48.15
Clerical II	<i>Hi</i>	\$ 39.59	\$ 40.66	\$ 42.80
	<i>Low</i>	\$ 38.52	\$ 39.59	\$ 41.73

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

ANCHOR ENGINEERING, INC

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

Anchor Engineering. Hourly Rates*

Labor Classification

2004 2005 2006

CE/M II

\$ 124.12 \$ 129.47 \$ 134.82

George Hartshome - Oakland, CA

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

AIR SCIENCES, INC.

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

Air Sciences Inc. Hourly Rates*

Labor Classification	2004	2005	2006
Principal <i>Kevin Lewis - Denver, CO</i> <i>David Randall - Denver, CO</i> <i>Mark Schaaf - Portland, OR</i> <i>Rodger Steen - Denver, CO</i>	\$ 156.22	\$ 160.50	\$ 165.85
Tower Climbing <i>Thomas Brauch - Denver, CO</i> <i>Charles Howe - Portland, OR</i> <i>Kathy Steerman - Denver, CO</i>	\$ 128.40	\$ 133.75	\$ 139.10
Associate <i>Kent Norville - Portland, OR</i>	\$ 136.96	\$ 142.31	\$ 147.66
Senior <i>Thomas Brauch - Denver, CO</i> <i>James Scarborough - Denver, CO</i> <i>Maarten Schreuder - Portland, OR</i> <i>Daniel Young - Denver, CO</i>	\$ 117.70	\$ 121.98	\$ 127.33
Staff <i>Ejaz Memon - Denver, CO</i>	\$ 98.44	\$ 102.72	\$ 107.00
Assistant <i>Erika Baakos - Denver, CO</i> <i>Susanne Diabate - Denver, CO</i> <i>Sareth Prum - Denver, CO+A16</i>	\$ 79.18	\$ 82.39	\$ 85.60
Support II	\$ 62.06	\$ 64.20	\$ 66.34
Support I	\$ 47.08	\$ 49.22	\$ 51.36

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

BITTERROOT RESTORATION, INC

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

Bitterroot Restoration, Inc Hourly Rates*

Labor Classification	2004	2005	2006
Senior Program Manager	\$ 107.00	\$ 110.21	\$ 113.42
Program Manager	\$ 101.65	\$ 104.59	\$ 107.80
Senior Project Manager <i>Paul Hansen - Corvallis, MT</i>	\$ 96.30	\$ 99.24	\$ 102.19
Project Manager <i>J Gant Massey - Corvallis, MT</i> <i>Lisa Heffernan - Corvallis, MT</i>	\$ 96.30	\$ 99.24	\$ 102.19
Senior Consultant <i>Dave McAdoo - Corvallis, MT</i> <i>Bill Thompson - Corvallis, MT</i> <i>Rusty Sydnor - Sacramento, CA</i>	\$ 90.95	\$ 93.63	\$ 96.30
Consultant	\$ 80.25	\$ 82.66	\$ 85.07
Junior Consultant	\$ 69.55	\$ 71.69	\$ 73.83
Consulting Technician Level 1	\$ 58.85	\$ 60.46	\$ 62.33
Consulting Technician Level 2	\$ 48.15	\$ 49.76	\$ 51.36
Restoration Services Crew Leader**	\$ 69.44	\$ 71.42	\$ 73.56
Restoration Services Crew Member**	\$ 57.67	\$ 59.39	\$ 60.99
Administration/Clerical	\$ 53.50	\$ 56.18	\$ 57.78
Equipment Operator	\$ 69.55	\$ 71.69	\$ 73.83

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

** Wages could be affected by service act wage contract requirements

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

LOREN BOTTORFF

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

Loren Bottorff Hourly Rate*

Labor Classification	2004	2005	2006
Principal Professional	\$ 128.53	\$ 134.31	\$ 140.36
<i>Loren Bottorff - Cameron Park, CA</i>			

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

DR. BARRY COSTA-PIERCE

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

Dr. Barry Costa-Pierce Hourly Rate*

Labor Classification	2004	2005	2006
Principal Professional	\$ 147.13	\$ 153.75	\$ 160.66
<i>Dr. Barry Costa-Pierce - Narragansett, RI</i>			

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

CENTER FOR COLLABORATIVE POLICY

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

Center for Collaborative Policy

Labor Classification	2004	2005	2006
Managing Senior Mediator/Facilitator <i>Greg Bourne - Sacramento, CA</i>	\$ 179.76	\$ 187.85	\$ 196.30
Sr. Mediator/Facilitator <i>Dave Ceppos - Sacramento, CA</i>	\$ 146.59	\$ 153.19	\$ 160.08
Lead Mediator/Facilitator	\$ 134.82	\$ 140.89	\$ 147.23
Assoc. Mediator/Facilitator	\$ 129.47	\$ 135.30	\$ 141.38
Assistant Facilitator	\$ 95.23	\$ 99.52	\$ 103.99
Meeting Logistic Coordinator	\$ 72.76	\$ 76.03	\$ 79.46
Administrative Support	\$ 56.71	\$ 59.26	\$ 61.93

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

JONES & STOKES ASSOCIATES

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

Jones & Stokes Hourly Rates*

Labor Classification	2004	2005	2006
Project Director, Jr. <i>Gregg Roy - Sacramento, CA</i>	\$ 160.50	\$ 167.72	\$ 175.27
Project Manager	\$ 139.10	\$ 145.36	\$ 151.90
Project Manager, Jr.	\$ 117.70	\$ 123.00	\$ 128.53
Sr. Environmental Scientist/Engineer/Planner III <i>Russ Brown - Sacramento, CA</i>	\$ 160.50	\$ 167.72	\$ 175.27
Sr. Environmental Scientist/Engineer/Planner II <i>Pete Rawlings - Sacramento, CA</i>	\$ 149.80	\$ 156.54	\$ 163.58
Sr. Environmental Scientist/Engineer/Planner I <i>Gerrit Platenkamp - Sacramento, CA</i>	\$ 139.10	\$ 145.36	\$ 151.90
Environmental Scientist/Engineer/Planner	\$ 128.40	\$ 134.18	\$ 140.21
Environmental Specialist IV	\$ 117.70	\$ 123.00	\$ 128.53
Contract Manager	\$ 107.00	\$ 111.82	\$ 116.84
Environmental Specialist III	\$ 107.00	\$ 111.82	\$ 116.84
Environmental Specialist II	\$ 90.95	\$ 95.05	\$ 99.33
Environmental Specialist I	\$ 74.90	\$ 78.27	\$ 81.79
Technical Writer	\$ 85.60	\$ 89.45	\$ 93.48
Technical Editor	\$ 74.90	\$ 78.27	\$ 81.79
Graphic Artist	\$ 74.90	\$ 78.27	\$ 81.79
Communications Specialist	\$ 64.20	\$ 67.09	\$ 70.11
Technician	\$ 58.85	\$ 61.50	\$ 64.27
Administrative Assistant	\$ 53.50	\$ 55.91	\$ 58.42
Intern	\$ 48.15	\$ 50.32	\$ 52.59

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

POINT REYES BIRD OBSERVATORY (PRBO)

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

(PRBO) Hourly Rate*

Labor Classification	2004	2005	2006
Principal Lead <i>Nils Warnock - Stinson Beach, CA</i>	\$ 107.00	\$ 111.82	\$ 116.85
Co-Principal Lead <i>Geoff Geupel- Stinson Beach, CA</i> <i>Nadav Nur - Stinson Beach, CA</i> <i>Gary Page - Stinson Beach, CA</i>	\$ 96.30	\$ 100.63	\$ 105.16
GIS/Statistician/Data Management <i>Diana Stralberg - Stinson Beach, CA</i> <i>Mark Herzog- Stinson Beach, CA</i>	\$ 85.60	\$ 89.45	\$ 93.48
Lead Biologists <i>David Shuford- Stinson Beach, CA</i> <i>Kathy Molina- Stinson Beach, CA</i>	\$ 80.25	\$ 83.86	\$ 87.64
Biologist <i>Chris McCreedy- Stinson Beach, CA+A16</i>	\$ 64.20	\$ 67.09	\$ 70.11
Administrative Assistance	\$ 80.25	\$ 83.86	\$ 87.64

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

TABLE 2
 CONTRACT LABOR RATES FOR SUBCONTRACTOR

SULLIVAN ENVIRONMENTAL SOLUTIONS, LLC

Direct Labor		0%
Fringe Benefit	+	0%
General & Administrative Overhead	+	0%
Total Cost	=	0%
Fee (%)	x	0%
Multiplier		NA

Sullivan Hourly Rates*

Labor Classification	2004	2005	2006
Project Manager <i>Dr. Bruce Goff - San Diego, CA</i>	\$ 132.27	\$ 137.57	\$ 143.07
Principal Scientist/ Engineer <i>Dr. Michael Foster - San Francisco, CA</i> <i>Jeff Werter - San Francisco, CA</i>	\$ 134.85	\$ 140.24	\$ 145.86
Senior Scientist/ Engineer	\$ 85.94	\$ 89.38	\$ 92.95
Staff Scientist/ Engineer <i>Gus Thrasher - San Diego, CA</i> <i>Shane DeGross - San Diego, CA</i>	\$ 69.27	\$ 72.04	\$ 74.92
Associate Scientist/ Engineer <i>Heather Levesque - San Diego, CA</i> <i>Rowan Turner - San Diego, CA</i>	\$ 57.91	\$ 60.22	\$ 62.64
Science/ Engineering Technician <i>Sol Gutierrez - San Diego, CA</i> <i>Lora McBay - San Diego, CA</i>	\$ 39.70	\$ 41.29	\$ 42.94
Project Support Specialist <i>Karli Grant - San Diego, CA</i>	\$ 70.00	\$ 72.79	\$ 75.71
Document Production Manager <i>Gabe Samrock - San Diego, CA</i>	\$ 65.45	\$ 68.07	\$ 70.79
Document Production Specialist <i>Mary Tokumaru - San Diego, CA</i>	\$ 50.29	\$ 52.30	\$ 54.39
Quality Management Specialist	\$ 92.77	\$ 96.48	\$ 100.34
GIS/CAD/Remote Sensing Specialist <i>Eileen Goff - San Diego, CA</i> <i>Dawn Wise - San Diego, CA</i>	\$ 92.77	\$ 96.48	\$ 100.34
Database/ Website Programmer	\$ 66.99	\$ 69.67	\$ 72.45
Computer Technician	\$ 44.99	\$ 46.79	\$ 48.66
Administrative Assistant <i>Cindy Escobedo - San Diego, CA</i>	\$ 48.43	\$ 50.38	\$ 52.39
Data Entry Clerk	\$ 37.05	\$ 38.53	\$ 40.07

*Rate at which CA Dept of Water Resources is billed including CH2M HILL's markup
 Other direct costs are not included and will be billed separately

LOCATION: SACRAMENTO

BLACK AND WHITE COPIES

White Paper	
20 lb. white bond, letter size (8 1/2 x 11)	\$ 0.07
20 lb. white bond, letter size (8 1/2 x 14)	\$ 0.07
20 lb. white bond, letter size (11 x 17)	\$ 0.14
Back sides for double sided copies	\$ 0.06
Customer Supplied Paper	
Letter and legal size, per side	\$ 0.06
Ledger (11x17) size, per side	\$ 0.10
30% Recycled White Paper	
20 lb. white bond, letter size (8 1/2 x 11)	\$ 0.07
20 lb. white bond, letter size (8 1/2 x 14)	\$ 0.07
20 lb. white bond, letter size (11 x 17)	\$ 0.14
Back sides for double sided copies	\$ 0.06
100% Recycled White Paper	
20 lb. white bond, letter size (8 1/2 x 11)	\$ 0.16
20 lb. white bond, letter size (8 1/2 x 14)	\$ 0.16
Back sides for double sided copies	\$ 0.06
Color Paper	
60 lb. bond, letter size (8 1/2 x 11)	\$ 0.10
60 lb. bond, letter size (8 1/2 x 14)	\$ 0.10
60 lb. bond, letter size (11 x 17)	\$ 0.15
Back sides for double sided copies	\$ 0.06
Resume and Executive Paper	
8 1/2 x 11	\$ 0.18
8 1/2 x 14	\$ 0.18
11 x 17	\$ 0.25
Back sides for double sided copies	\$ 0.06
Specialty paper	
Cardstock	\$ 0.20
Resume or Executive Cardstock	\$ 0.30
Mailing Labels	\$ 1.00
Transparencies	\$ 1.00
Fab, per bank of 5	\$ 2.00
Features	
Enlargements	\$ 0.25
Reductions	\$ 0.25
Paste ups	\$ 1.00
Hard placed copies priced per job	
Digital Mail Merge, each entry	\$ 0.10
Digital Paste-up, each	\$ 0.10
Digital File Manipulations, each	\$ 0.10
Digital Crop or Mask, each	\$ 0.10

COLOR COPIES

White Paper	
Letter size (8 1/2 x 11)	\$ 0.89
Legal size (8 1/2 x 14)	\$ 0.89
Ledger size (11 x 17)	\$ 1.78
Back sides for double sided copies	\$ 0.06
Specialty paper	
Cardstock (8 1/2 x 11)	\$ 1.50
Resume or Executive Cardstock	\$ 1.75
Transparencies	\$ 2.00
Features	
Enlargements, each	\$ 1.00
Reductions, each	\$ 1.00
Paste ups, each	\$ 1.00
Special Editing (colorizing, cropping, etc.), ea	\$ 1.00

OFFSET COLOR PRINTING - NOT COPIES!

White Paper	
Letter size (8 1/2 x 11)	\$ 1.25
Legal size (8 1/2 x 14)	\$ 1.25
Ledger size (11 x 17)	\$ 2.50
Specialty paper	
Cardstock (8 1/2 x 11)	\$ 1.50
Cardstock (11 x 17)	\$ 3.00
Kromokote (8 1/2 x 11) 10 pt	\$ 2.00
Kromokote (11 x 17) 10 pt	\$ 4.00
Transparencies	\$ 2.00
Features	
Digital Mail Merge, each entry	\$ 0.10
Digital file manipulation, each	\$ 1.00
Paste ups, each	\$ 1.00
Special Editing (colorizing, cropping, etc.), ea	\$ 1.00

OVERSIZE PRINTING

24 1/2" Bond or Gloss paper (sq. ft.)	\$ 8.00
White Vinyl (sq. ft.)	\$ 12.00
Banner finishing - trim, fold & grommets	\$ 12.50

BINDING

Comb Binding	
Cardstock Covers	\$ 2.45
Vinyl Covers	\$ 2.95
Over 1" thick, add per inch	\$ 1.00

Call Binding

Cardstock Covers	\$ 3.45
Vinyl Covers	\$ 3.95
Over 1" thick, add per inch	\$ 1.00
Additional Services	
De-binding	\$ 1.00
Rebinding, original covers	\$ 1.00
Rebinding, new covers	\$ 1.50

LAMINATION

Pouch Laminations	
8 1/2 x 11	\$ 2.50
8 1/2 x 14	\$ 2.50
11 x 17	\$ 3.50
Roll Laminations: Posters	Quote

FINISHING SERVICES

Borders, up to 25 pages	\$ 0.50
Cutting, per call	\$ 1.00
Drilling, per page/\$5.00 minimum	\$ 0.02
Foam Core Mounting, sq. ft.	\$ 8.00
Hand Collating, per page	\$ 0.25
Hand Folding, per fold	\$ 0.25
Machine Folding, per page	\$ 0.02
Hand Staples	\$ 0.10
Machine Staples	\$ 0.02
Padding, per pad/\$5.00 minimum	\$ 0.50

CD/DVD DUPPLICATION

We offer complete CD/DVD duplication services including disc printing up to 2400 DPI.	
CD Burning, from	\$ 14.95
Includes CD-R, and image printed onto CD	
DVD Burning, from	\$ 24.95
Includes DVD-R, and image printed onto DVD	
Please ask about our quantity rates.	

OFFSET PRINTING

We also offer offset printing services including sheet fed and web press. Jobs quoted individually.

PICKUP AND DELIVERY

Free pickup and delivery of all jobs in the Sacramento Area with a \$20.00 minimum order.

VOLUME PRICING

Please ask about our volume pricing for your large orders, each large job is quoted individually. Contract pricing is available.

All prices are in U.S. dollars.

KOP WORKS

7288 7288

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

**EXHIBIT D – Special Terms and Conditions for
Department of Water Resources
(Over \$5,000 Standard Payable)**

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.
2. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Director or the Director's Designee 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.

3. **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.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

7. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.
8. **REPORT OF RECYCLED CONTENT CERTIFICATION:** In accordance with Public Contract Code Sections 10233, 10308.5 and 10354, the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.
9. **TERMINATION CLAUSE:** The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
10. **COMPUTER SOFTWARE:** For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. **PRIORITY HIRING CONSIDERATIONS:** For contracts, other than consulting services contracts, 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. (Public Contract Code Section 10353).
12. **EQUIPMENT RENTAL AGREEMENTS:** This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.
13. **CONFLICT OF INTEREST:**
 - a. **Current and Former State Employees:** Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) **Current State Employees:** (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) **Former State Employees:** (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

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

c. Members of Boards and Commissions:

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

d. Representational Conflicts of Interest:

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

e. Financial Interest in Contracts:

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

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

f. Prohibition for Consulting Services Contracts:

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

RECYCLED CONTENT CERTIFICATION FORM

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

DEPARTMENT OF WATER RESOURCES
 Dana Brazelton
 Departmental Services Office
 1416 Ninth Street, Room 315, Sacramento, CA 95814
 (916) 651-6077 FAX: (916) 653-5888

COMPANY: CH2M HILL, INC.PERSON COMPLETING FORM: Gwendolyn BuchholzDATE: 5/13/2004

DESCRIPTION Please include item name and product number	PERCENT RECYCLED BY WEIGHT		RECYCLED MATERIAL TYPE	BRAND
	% POSTCONSUMER (1)	% TOTAL RECYCLED CONTENT (2)		
11 x 17 and 8.5 x 11 Reproduction Paper	30%	30%	Multipurpose Paper	Boise Aspen

This form must be completed, signed, and returned by vendor, bidder, and/or contractor. State law requires any and all recycled content of a product to be disclosed to the State by the manufacturer or supplier of the product. If a product contains no recycled content, either post consumer or secondary material, the vendor/bidder/contractor shall so certify.

POST CONSUMER (1) materials are defined as only those materials that have been disposed of as a solid waste at the completion of their life cycle. Secondary material (i.e., manufacturing waste) **should not** be counted in this percentage. The post-consumer content is usually the second percentage in the description of the item's recycled content. In the example description below, the "40%" is the POST CONSUMER recycled content.

TOTAL RECYCLED CONTENT (2) is the sum total of **ALL** recycled content in the item including both secondary and post-consumer materials. Usually this percentage is shown as the first percentage in a recycled content description such as "Carton contains 100% recycled fiber, and 40% post consumer fiber." In this example, the "100%" is the TOTAL recycled content.

Public Contract Code Sections 10233, 10308.5, 10354, and 12205(a) require certification in writing, under penalty of perjury, to the State agency awarding a contract, the minimum, if not the exact, percent of postconsumer and secondary material in the products, materials, goods, or supplies offered or sold.

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404. These guidelines are available at <http://www.ftc.gov/bcp/qmr/guides980427.htm>.

NAME OF PERSON COMPLETING FORM Gwendolyn Buchholz	TITLE Vice President	AGENCY/COMPANY CH2M HILL, Inc.
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SIGNATURE OF PERSON COMPLETING FORM

DATE

EXHIBIT E

ADDITIONAL PROVISIONS

1. COPYRIGHT: All rights in copyright works created by the Contractor in the performance of work under this agreement are the property of the State.
2. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Travel and Per Diem Expenses, Attachment 1, is attached and made a part of this Agreement by this reference. Contractor's designated headquarters for the purpose of computing such expenses shall be as specified in Exhibit B, Attachment 1.
3. EVALUATION OF CONTRACTOR FOR CONSULTANT AGREEMENTS: Performance of the Contractor under this Agreement will be evaluated. At the conclusion of the contract, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, STD. 4 and forwarded to the Contract Services Office where they will be filed. A copy of any negative evaluation for contracts over \$5,000, will be sent to the Department of General Services, Office of Legal Services.
4. CERTIFICATE OF INSURANCE: Contractor shall furnish to the State a certificate of insurance stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The Contractor shall provide required proof of insurance within 10 days of award.

The certificate of insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without thirty (30) days' prior written notice to the State.
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.

The State of California will not be responsible for any premiums or assessment on the policy.

Professional Liability. Contractor shall maintain Professional Liability covering any damages caused by an error, omission, or any negligent act. Limits of not less than \$1,000,000 per occurrence shall be provided.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the time of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep insurance coverage in effect at all times as herein provided, in addition to any other remedies it may have, State may terminate this Agreement upon the occurrence of such event.

Insurance certificates must have an original signature.

5. PERMIT AND LICENSES: Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.
6. POLITICAL REFORM ACT: Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit E, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.
7. 90-DAY AND FINAL DVBE SUBCONTRACTOR ACTIVITY REPORTS

The Contractor is required to furnish the Department with reports at 90-day intervals identifying DVBE subcontractor(s) activities performed or commodities used, and the total paid to the subcontractor during the performance of the contract term. A final activity report will be due prior to the contract expiration date. If multiple DVBE contractors are providing services or commodities, the Contractor will furnish individual reports for each separate DVBE subcontractor(s) used.

The first report will be due 90-days from the date of contract approval. At the request of the Department, Contractor will submit copies of the DVBE contractor's paid invoices issued for that 90-day reporting period or final report.

If the Contractor fails to furnish the required reports, the Department may withhold final payment until the Contractor provides the required reports and, when requested by the Department, copies of paid invoices.

Final reports must be received by the Department no less than 14 days prior to the contract expiration date.

Reports shall be made using the DVBE Activity Report Form, Attachment 3. *All reports shall be made to both the Department of Water Resources DVBE Advocate and the Project Manager for the contract as follows:*

Mail Reports to:

Department of Water Resources
DVBE Advocate
1416, Ninth Street, Room 315
P.O. Box 942836
Sacramento, California, 95814
Fax Number: (916) 653-6576

Department of Water Resources
Rick Soehren, Project Manager
1416 Ninth Street, Rm. 1148
Sacramento, California, 95814
Fax Number: (916) 653-9745

8. USE OF A FOREIGN LANGUAGE IN PUBLIC SERVICES: If Contractor's duties include public information, public outreach, or rendering of services to the public whereby contact is made with a substantial number of non-English speaking persons, Contractor shall employ a sufficient number of qualified bilingual persons in public contact positions to ensure provision of information and services in the languages of the non-English speaking persons.
9. CONTRACTS WITH THIRD PARTIES: The State reserves the right to enter into direct contracts with third parties to perform work in any of the areas listed in Exhibit A if the State determines in its sole discretion that such contracts are necessary for completion of the restoration planning effort.

TRAVEL AND PER DIEM EXPENSES

I. SHORT-TERM PER DIEM EXPENSES

A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
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When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B# 1 below.

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in # 3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:
1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
 2. Employees on short-term travel who stay in commercial lodging establishments or **commercial campgrounds** will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

- A. Employee maintains a separate residence in the headquarters area:

1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging or \$24.00 in long-term meals.

- B. Employee does not maintain a separate residence in headquarters area:

1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging or \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 34 cents per mile.

Reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities is 37 cents per mile.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

California Department of Water Resources

**Standard Contract Provisions Regarding
Political Reform Act Compliance**

1. **POLITICAL REFORM ACT REQUIREMENTS:**

a. **Form 700 Disclosure:** The Department of Water Resources (DWR) considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, as specified by DWR, such persons shall complete and submit to the DWR Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for Disclosure Category 1. Contractors may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). A leaving office statement must also be filed upon completion of all contract assignments.

b. **Financial Conflict of Interest Prohibition:** Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify DWR immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”

c. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:

- (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from the DWR Personnel Officer for additional information regarding any such Form 700s;

- (2) Failure to notify DWR of a potentially disqualifying conflict of interest;
- (3) The determination by DWR or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100 provided, however, that DWR may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.