



January 15, 2026

Attention: Construction Management Consultants

**SUBJECT: Request for Proposals (RFP) – Construction Management Support and Inspections Services for the Purified Water Replenishment (PWR) San Jacinto Valley Advanced Water Purification Facility and Conveyance Pipelines Project(s)**

Eastern Municipal Water District (DISTRICT) requests proposals for Construction Management Support and Inspection Services (CMS/IS) for Specification 1472S Purified Water Replenishment (PWR) San Jacinto Valley Advanced Water Purification Facility and Specification 1573P PWR Conveyance Pipelines Project(s). Both projects will be combined into a single support contract. Please submit your proposal according to the attached RFP and Scope of Work.

A mandatory pre-proposal meeting is scheduled at the DISTRICT's Board Room located at 2270 Trumble Road, Perris, California 92572 on **Thursday, January 22, 2026 at 8:30 AM** to review the RFP, project overview, and provide respondents with an opportunity to ask clarifying questions.

A one-time nonmandatory site visit will be provided on **Wednesday, January 28<sup>th</sup> from 8:00AM-9:00AM.**, and attendees will be required to have appropriate personal protective equipment (PPE) including safety shoe, hard hat, and high-visibility vest.

Questions must be submitted to the DISTRICT no later than **Thursday, February 5, 2026 at 3:00PM**. Proposals shall be submitted to the DISTRICT no later than **Thursday, February 26, 2026 at 2:00PM**.

The exclusive process by which an interested firm can respond to and be considered for this solicitation is through the DISTRICT's Procurement Portal at:

<https://vendors.planetbids.com/portal/25577/portal-home>

No other form of response or submission to this opportunity will be considered. Prospective firms interested in working with the DISTRICT must register through the DISTRICT's Procurement Portal to download the RFP, plans and specifications, reference documents, and to receive notification when the solicitation is complete. It is the Firm's responsibility to ensure that submissions are received and processed into the Planetbids system prior to the deadline. The DISTRICT will not be responsible for the proper identification and handling of any packages and/or information submitted incorrectly. Late submissions, late modifications, or late withdrawals will not be considered under any circumstances. Faxed or emailed proposals will also not be accepted.

Board of Directors

Stephen J. Corona, President   David J. Slawson, Vice President   Jeff Armstrong   Joe Grindstaff   Philip E. Paule

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Sincerely,



Scott M. Lopian  
Construction Administrator Manager

c:      Shaun Stone, Sr. Director of Engineering  
          Bruce Mitzel, Director of Field Engineering  
          Matthew Bates, Director of Engineering Services  
          Nick Kokotas, Construction Administrator III

Enclosures:

1. RFP and Scope of Work
2. Referenced Information (provided via PlanetBids)
  - a. 100% Design Drawings - Purified Water Replenishment (PWR) San Jacinto Valley Advanced Water Purification Facility
  - b. 100% Design Specifications - Purified Water Replenishment (PWR) San Jacinto Valley Advanced Water Purification Facility
  - c. 75% Design Drawings – Purified Water Replenishment (PWR) Conveyance Pipelines
  - d. Geotechnical Reports (3 total) – PWR SJVAWPF and Conveyance Pipeline
  - e. Standard Consultant Agreement for Professional Services
  - f. Grant Funding Contract Provisions
    - o American Iron and Steel (AIS)
    - o BABA
    - o Byrd Anti-Lobbying
    - o Civil Rights Requirements
    - o Davis Bacon Wage Rate Requirements
    - o Debarment and Suspension
    - o Funding Agreements (3)
    - o Minority-Owned Business Contracting
    - o Unique Entity Identifier

## Request for Proposal

### **Construction Management Support and Inspection Services (CMS/IS) for Specification 1472W & 1573P, Purified Water Replenishment (PWR) San Jacinto Valley Advanced Water Purification Facility and Conveyance Pipelines Project(s)**

## **GENERAL**

### ***Project Description***

The Purified Water Replenishment (PWR) Project is part of the Groundwater Reliability Plus Program being advanced by Eastern Municipal Water District (EMWD) to improve the quality and yield of the San Jacinto groundwater basin. Phase 1 of the PWR Project will recharge up to 4,000 acre-feet/year of a blend of advanced treated water and recycled water into recharge ponds along the San Jacinto River corridor. These recharge ponds, including the Mountain Avenue West recharge facility that was recently completed, will support EMWD's water banking, conjunctive use, and PWR initiatives. PWR facilities include the Advanced Water Purification Facility, brine management facilities, conveyance infrastructure, and blending station.

The San Jacinto Valley Advanced Water Purification Facility (PWR) Project will be north of the DISTRICT's existing San Jacinto Valley Regional Water Reclamation Facility (SJVRWRF) located at 770 N. Sanderson Avenue, San Jacinto, CA 92582, in the County of Riverside. The major construction elements of the PWR Project include, but are not limited to the following:

1. Site grading and civil site work for the Facility and Brine Ponds
2. New Process Building, Maintenance Shop, Electrical Room, Air Compressor and Blower Room, Control Room, Viewing Corridor, Administrative Area, Bathrooms, Offices, Storage Rooms and Conference Rooms
3. Mechanical work and equipment including vertical turbine influent pumps, Ultrafiltration System (UF) with associated autostrainers, chemical tanks and pumps, Reverse Osmosis (RO) systems, product water pumps, water return pumps, brine pond transfer pumps, mechanical process piping, and associated start-up and commissioning
4. Yard piping
5. Associated electrical, instrumentation and control work.

The conveyance infrastructure associated with the PWR Project consists of two separate segments of pipelines: a Reverse Osmosis (RO) permeate pipeline and a blended tertiary conveyance pipeline. Utilizing an existing inactive 18-inch steel cement mortar lined and coated (CML&C) pipeline which is proposed to be rehabilitated through an internal 16-inch

HDPE liner, the RO permeate pipeline will convey RO permeate from the PWR facility approximately 3.5 miles east to the DISTRICT's existing Alessandro Recycled Water Ponds site near the intersection of West Ramona Parkway and North Vernon Avenue. From there, RO permeate will be blended with tertiary recycled water and potentially treated to meet minimum water quality requirements for groundwater recharge. This blended water will then be conveyed approximately 2.9 miles southeast via a proposed 36-inch pipeline to the Mountain Avenue West recharge facility.

The DISTRICT intends to bid and award separate contracts for the Purified Water Replenishment (PWR) San Jacinto Valley Advanced Water Purification Facility and Conveyance Pipelines Project(s). The PWR Facility is anticipated for construction award in Q3 of 2026 (in/around August), and the Conveyance Pipelines is anticipated for construction award in Q1 of 2027. It is expected that the pipeline project will be roughly 4-5 months behind the larger PWR project.

As noted throughout this document, this project may be financed in whole or in part with federal and/or state grant and loan funds, including but not limited to Title XVI through the Bureau of Reclamation (USBR), Clean Water State Revolving Fund (CWSRF) and the Water Recycling Funding Program (WRFP) through the State Water Resources Control Board (SWRCB).

### ***Contract Time***

The overall construction contract duration is estimated to be no less than **1095 Calendar Days or 36-months for the PWR/SJVAWPF Facility**, and **no less than 580 Calendar Days for the PWR Conveyance Pipelines**. Below is a high-level estimated schedule for CONSULTANT's reference and may vary slightly from what is shown below.

LOCATION	PHASE	2026						2027						2028						2029						
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
SJVAWPF	DESIGN	■	■																							
	BID/ADVERTISE			■	■	■																				
	CONSTRUCTION						■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Pipelines	DESIGN	■	■	■	■	■	■																			
	BID/ADVERTISE							■	■																	
	CONSTRUCTION							■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	

### ***Engineer's Estimate***

The anticipated construction cost for the PWR/SJVAWPF Project is expected to be approximately \$130M.

The anticipated construction cost for the PWR Conveyance Pipelines is expected to be approximately \$23M

***Definitions***

For the purpose of this RFP, the following definitions shall apply:

DISTRICT is the Eastern Municipal Water District or designee  
CONSULTANT is the CMS/IS firm or firm's representative  
ENGINEER is the DISTRICT's design consultant/engineer-of-record  
CONTRACTOR is the construction contractor (TBD)

The CONSULTANT will act as an extension of the DISTRICT and will perform construction management support and inspection services (CMS/IS) as outlined within this RFP/Scope of Work for the subject project, and as required/requested by the DISTRICT. The proposal shall be based on providing CMS/IS necessary through/beyond the completion of construction, as noted by the Scope of Work. The CONSULTANT shall maintain their proposed fee schedule unchanged for the duration of the project. The CONSULTANT shall provide staff continuity through the duration of the project to the extent possible. The DISTRICT shall be advised of potential changes in staff and shall have the option to approve the individuals proposed as replacements.

## **SCOPE OF WORK**

The DISTRICT is seeking CONSULTANT participation in Construction Management Support and Inspection Services (CMS/IS) for the future Purified Water Replenishment (PWR) San Jacinto Valley Advanced Water Purification Facility and Conveyance Pipelines Project(s). The CONSULTANT shall provide onsite CMS to support the DISTRICT. The CONSULTANT will be responsible for the overall day-to-day construction management and will report to the DISTRICT's Construction Administrator (CA) within the Field Engineering Department. The CONSULTANT will work as an extension of staff and will be the onsite representative responsible for administration, monitoring the quality and progress of the construction, and to expedite the processing of relevant correspondence. **Please reference the PROPOSAL REQUIREMENTS section for additional information.**

The DISTRICT's designated Construction Administrator (CA) will ultimately be responsible for the execution of the project contract. In addition, the CONSULTANT shall work directly with the DISTRICT's full-time Contract Administration Representative (CAR) who will have the responsibility for receiving, logging, distributing, and tracking all correspondence between the CONTRACTOR, CONSULTANT, DISTRICT, and ENGINEER. The Project Team and CAR will use standard DISTRICT forms and software including the DISTRICT's Construction Management software, CIPO, for logging and tracking all correspondence.

The DISTRICT will perform, or separately contract, additional inspection and materials testing services that will be coordinated between the CONTRACTOR, CONSULTANT and the DISTRICT. In addition, the ENGINEER will provide engineering support services from the pre-bid phase through construction completion to provide continuity of design intent. It will be the CONSULTANTS' responsibility to monitor and manage document reviews by the ENGINEER throughout the construction contract. While the Engineering Services During Construction Contract remains to be solidified, it's likely that the ENGINEER will actively participate in the following tasks as-needed/directed by the DISTRICT:

- Attend pre-construction and construction progress meetings
- Perform reviews/responses of equipment/material submittals
- Perform reviews/responses of Requests for Information
- Provide consultation on change order proposals, time extensions, etc.
- Preparation of operations manual
- Conduct systems operations training with emphasis on project design intent
- Assist with facility commissioning and systems performance testing
- Prepare conformed contract documents and record drawings

## **Construction Management Support Services**

During the Construction phase, the CONSULTANT will provide one designated Construction Manager (CM) for the PWR projects (SJVAWPF and Pipeline). The CM shall be responsible for the tasks and services indicated herein and shall report directly to the DISTRICT's CA. The CM shall be the lead and main contact for the CONSULTANT and provide, at a minimum, the following tasks during the management of the project (CM responsibilities may overlap with Resident Engineer):

### **1. Correspondence Processing/Coordination**

The CONSULTANT shall track the handling of correspondence (e.g. RFI's, Submittals, etc.) and make sure the content of these items are addressed in a timely manner and in accordance with the contract documents. Under a coordinated effort with DISTRICT systems and staff, the CONSULTANT must use the DISTRICT's systems/tools to track status and completion of relevant correspondence and required actions/responses through the DISTRICT's software platform, CIPO. CONSULTANT must ensure that documents are processed in a timely matter, in strict accordance with timelines presented in the Contract Documents.

### **2. Change Management and Control**

The CONSULTANT, at the direction of the DISTRICT, will assist in the review/negotiations/development of Proposed Change Orders (PCOs) and/or time extensions requested by the CONTRACTOR. The CONSULTANT shall consult with the DISTRICT, to review and negotiate PCOs. The CONSULTANT shall review PCOs with the ENGINEER and provide a full (written) explanation and justification for each PCO for the DISTRICT's use. The CONSULTANT shall prepare independent estimates to validate/counter CONTRACTOR's PCO values. The CONSULTANT shall have seven (7) days to complete a review of each PCO. The DISTRICT will be the final authority on all items pertaining to CONTRACTOR cost and time and shall utilize the CONSULTANT as needed during the processing of PCOs and COs. The DISTRICT processes COs and will typically not require services from the CONSULTANT at this point.

### **3. Schedule Monitoring and Reviews**

The CONSULTANT shall review the CONTRACTOR's Baseline Schedule and subsequent monthly schedule submittals, and analyze critical path activities, floats, and intermediate milestones, etc. The CONSULTANT shall coordinate schedule reviews with CONSULTANT SCHEDULER who will compile a summary comparing work performed versus work projected/published in the monthly construction schedules for discussion in recurring construction progress meetings. The CONSULTANT, with support of the SCHEDULER, shall evaluate schedule changes (deviations) and review Time Impact Analyses (TIA's) submitted by the CONTRACTOR. The CONSULTANT shall advise DISTRICT of potential claims resulting

from schedule deviations and TIA's. The CONSULTANT shall coordinate and review independent TIA's prepared by the SCHEDULER to validate/counter CONTRACTOR's TIA. CONSULTANT should be prepared to develop "shadow schedules" or other technical schedules with the Project Team to ensure the DISTRICT is protected during and after construction.

#### **4. Meetings**

The CONSULTANT, DISTRICT, ENGINEER, and CONTRACTOR will attend regularly scheduled construction progress meetings. These progress meetings will be scheduled bi-weekly, at a minimum, throughout the duration of construction. The CONSULTANT will be tasked with leading the progress meetings, and other project related meetings during construction. This also includes Startup/Testing/Commissioning and any other meetings required to complete the project in a timely fashion.

#### **5. Grants Reporting & Compliance Assistance**

This project may be financed in whole or in part with Federal and/or State grant and loan funds, including but not limited to Title XVI through the Bureau of Reclamation (USBR), Clean Water State Revolving Fund (CWSRF) and the Water Recycling Funding Program (WRFP) through the State Water Resources Control Board (SWRCB). CONSULTANT shall comply, and assist District in complying, with all funding requirements associated with USBR Title XVI funding, and SWRCB grant and loan Agreements, which includes but may not be limited to the following scope of services:

- Preparation and submittal of monthly Construction Management progress reports with monthly progress payment request. The monthly progress report shall include, at a minimum:
  - A short overview of work accomplished during the previous month;
  - A short overview of work to be accomplished the following month;
  - Inclusion of digital photos documenting work in progress;
    - Brief description or caption of the photos
  - An updated schedule (based on Contractor's schedule of values) showing work progress and completion percentage;
  - A list of problem areas, if any, and proposed corrective actions.
- Two Quarterly Invoice Packages:
  - Utilizing DISTRICT Financial data, compile a quarterly invoice package consisting of all the required State financial forms for the Advanced Water Purification Facility
  - Utilizing DISTRICT Financial data, compile a quarterly invoice package consisting of all the required State financial forms for the Conveyance Pipeline and Blending Facility
  - A due date will be established in coordination with our State Project Manager.

- Two Quarterly Progress Reports:
  - State transmittal for the Advanced Water Purification Facility
  - State transmittal for the Conveyance Pipeline and Blending Facility
  - Each progress report must contain the following specific to each project:
    - A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
    - A description of compliance with environmental requirements;
    - A listing of change orders including amount, description of work, and change in contract amount and schedule;
    - Inclusion of digital photos documenting work in progress, including a brief description or caption of the photos; and
    - Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
  - Each progress report is due to the DISTRICT twenty-one (21) calendar days after the end of the quarter. DISTRICT staff will transmit to the State Project Manager.
- One Semi-Annual Progress Report:
  - Federal transmittal for the Advanced Water Treatment Facility and Conveyance Pipeline and Blending Facility
  - Each semi-annual progress report must contain the following:
    - A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period;
    - The reasons why established milestones were not met, if applicable;
    - The status of milestones from the previous reporting period that were not met, if applicable;
    - Whether the Project is on schedule and within the original cost estimate;
    - Any additional pertinent information or issues related to the status of the Project;
    - Inclusion of digital photos documenting work in progress, including a brief description or caption of the photos.
  - Each semi-annual progress report is due to the DISTRICT twenty-one (21) days after the end of the semi-annual reporting period. DISTRICT staff will transmit to the Federal Project Manager.
- State Final Reports for Advanced Water Purification Facility:
  - Project Completion Report: CONSULTANT shall prepare a final report detailing the following:
    - Description of the project and work completed;
    - Description of the water quality problem the project sought to address,

- Description of the project's likelihood of successfully addressing the water quality problem in the future;
  - Summary of compliance with applicable environmental conditions;
  - Costs;
  - Changes, warranties, and documentation provided to the DISTRICT;
  - Site photos with description; and
  - A section on future suggestions and lessons learned.
- Project Report: Prepare and submit a final construction report that will be incorporated into the Project Completion Report.
- A due date will be established in coordination with our State Project Manager. DISTRICT staff will transmit to the State Project Manager.
- State Final Reports for Conveyance Pipeline and Blending Facility:
  - Project Completion Report: CONSULTANT shall prepare a final report detailing the following:
    - Description of the project and work completed;
    - Description of the water quality problem the project sought to address,
    - Description of the project's likelihood of successfully addressing the water quality problem in the future;
    - Summary of compliance with applicable environmental conditions;
    - Costs;
    - Changes, warranties, and documentation provided to the DISTRICT;
    - Site photos with description; and
    - A section on future suggestions and lessons learned.
  - Project Report: Prepare and submit a final construction report that will be incorporated into the Project Completion Report.
  - A due date will be established in coordination with our State Project Manager. DISTRICT staff will transmit to the State Project Manager.
- Federal Final Performance Report for the Advanced Water Purification Facility and Conveyance Pipeline and Blending Facility:
  - A final performance report encompassing the entire period of performance.
  - The final performance report must include, but is not limited to, the following information:
    - A brief description of the components of the project and the work completed, including each element of the scope of work and the work completed at each stage of the project;
    - The goals and objectives of the project and whether each of these was met, the reasons why goals and objectives were not met (if appropriate), and any problems, delays encountered in completing the project, and whether or not the project was completed within cost;
    - Future tracking of project benefits;

- A description of how the project demonstrates collaboration, stakeholder involvement or the formation of partnerships, if applicable; and
- Any other pertinent issues involving the project.
- The final performance report is due to the DISTRICT sixty (60) calendar days after the end of the project, as established in the USBR grant agreement. DISTRICT staff will transmit to the Federal Project Manager.

Compliance:

- The CONSULTANT will be required to cooperate and comply with all funding requirements, including but not limited to, a Good Faith Effort, managing labor compliance and Build America, Buy America Act (BABA);
- Review of Contractor's contract execution for compliance with Contract Document requirements, CWSRF, Title XVI, and environmental documents;
- Perform labor compliance tasks in compliance with Department of Industrial Relations (DIR) and/or Davis Bacon requirements, including verifying certified payrolls, DBE utilization, subcontractor utilization, and labor interviews:
  - Respond to audit requests for information received from the DIR, the Federal Department of Labor (DOL) and other regulatory authorities;
  - Assist the DISTRICT in the evaluation of submitted bids for accuracy and past labor violations – to include prevailing wage violations – by contractors, including establishing additional labor classifications;
  - Lead the creation and collection of forms, certified payroll verification and review for accuracy, completion, and compliance; confirmation of apprentice program; participation in on-site monitoring; field reviews, and all related follow-ups including assistance with electronic submissions of certified payrolls and all related documents into DIR;
  - Provide technical guidance to contractors, as needed, to aid in contractor electronic registration process as well as completion and submission of electronic payroll forms;
  - Review, monitor, and report weekly payrolls submitted by contractors and subcontractors;
  - Provide the DISTRICT with a concise monthly report, mentioning specific work and tasks performed by the firm;
  - Follow-up and report on delinquent payrolls and wage underpayment, including those leading to corrective actions;
  - Verify contractor registration in SAM.gov for Unique Entity Identifier (UEI) for all federally funded projects;
  - Interview one employee, per contractor, per trade and verify results against submitted payrolls monthly;

- Provide small, minority-owned, women-owned, and other disadvantaged business enterprise program verification and reports upon the DISTRICT's request as required;
- Provide technical assistance and training for DISTRICT staff to perform some or all the monitoring functions upon request;
- Provide information on how any fees, fines, and penalties that may be levied against any contractor or subcontractor by any federal, state, or local agency resulting from these monitoring services is administrated by the firm;
- Monitor and ensure contractor compliance with State apprenticeship requirements;
- Provide necessary forms/instructions to project contractors in compliance with the DISTRICT's DIR-approved Labor Compliance Program; and
- Provide additional, ancillary labor compliance services relative to the projects.
- Managing the audits for the SWRCB and USBR for labor compliance and general compliance:
  - The CONSULTANT is encouraged to utilize a web-based labor compliance tracking tool such as LCP Tracker for this function.
- Site visit coordination as required by the SWRCB and USBR (assume two visits per agency per year).

#### 6. Record Drawing Development and Documentation

The CONSULTANT shall work with DISTRICT staff to ensure recorded field changes (including RFI responses) and corrections identified in the construction phase are appropriately identified on plan drawings and are properly captured in the final record drawings. The CONSULTANT shall incorporate changes as they occur into a working field set of reproducible record drawings and provide these drawing mark-ups to the ENGINEER once substantial completion of construction has been achieved.

#### 7. Claims Support

The CONSULTANT shall aid the DISTRICT in preparing for, taking advanced precautionary measures, and with reviewing potential claims submitted by the CONTRACTOR. CONSULTANT shall review and document any/all potential or actual claims, as well as make investigations to either substantiate or refute the claim. CONSULTANT shall advise DISTRICT of methods and approaches for resolving claim and assist DISTRICT with negotiations to resolve claims.

#### 8. Commissioning/Start-Up Coordination and Support

Commissioning and testing shall demonstrate satisfactory operation of the facility, as well as individual equipment and systems. The CONSULTANT shall lead coordination of the commissioning schedules, associated testing and (staff) training activities, with the

CONTRACTOR, DISTRICT and ENGINEER. The CONSULTANT shall be proactive to initiate commissioning coordination and encourage the CONTRACTOR to begin scheduling commissioning meetings at no later than mid-point of construction. The CONSULTANT must be experienced in the commissioning of wastewater treatment facilities and/or advanced water purification facilities, be prepared to push the CONTRACTOR to start commissioning coordination as early as possible, work with DISTRICT Operations Staff, and ensure a timely completion to the project.

The DISTRICT, CONSULTANT, and ENGINEER shall witness all major process functional and control systems tests are successful. The CONSULTANT shall work with the DISTRICT to document all commissioning activities and certify the project is complete and the facility is ready for service. After completion of all functional testing and staff training, the ENGINEER will assist the DISTRICT with an operational test of the project process systems.

A summary of commissioning activities and CONSULTANT involvement will include, but not be limited to:

- The CONSULTANT shall coordinate the development and early submittal of a detailed Commissioning Plan by the CONTRACTOR that provides the detailed step-by-step activities and designation of responsibilities.
- The CONTRACTOR shall prepare detailed start-up plans for all systems with input from the CONSULTANT, DISTRICT, and ENGINEER. The plans will include performance test pass-fail criteria and data collection sheets.
- CONSULTANT shall review the Plan with the DISTRICT and ENGINEER to ensure it includes a complete listing of components, systems, and tests, including: factory, functional, and acceptance tests that are in accordance with the approved Facility Operations and Control Strategy. Major elements of the Plan shall include testing of all mechanical equipment, hydrostatic testing of piping, electrical testing of specified equipment, instrumentation and controls testing, and equipment/systems performance testing.
- The CONSULTANT shall facilitate sequencing and start-up meetings with the DISTRICT, CONTRACTOR, equipment suppliers, and Subcontractors (includes a kick-off meeting and subsequent meetings to coordinate scheduling of events).
- The CONSULTANT shall coordinate and host early planning meetings with the CONTRACTOR'S SCADA Integrator and DISTRICT staff to ensure all contract provisions for integration are correct and that a proper plan is in place for a seamless transition.
- The CONSULTANT shall interface between DISTRICT staff, equipment manufacturer representatives, specialists, integrators, and appropriate start-up technicians provided by the CONTRACTOR and/or equipment suppliers.
- Startup and performance test data will be reviewed by the ENGINEER for

conformance with Contract Documents.

- The CONSULTANT, with DISTRICT staff, shall document each performance test in accordance with the Contract Documents. The DISTRICT Inspector shall inform the CONTRACTOR of any failure of equipment, malfunctions, and/or deficiencies.

#### 9. Project Closeout Assistance

At the discretion of the DISTRICT, the CONSULTANT will provide project closeout assistance to the DISTRICT. This may include any remaining negotiations of claims and/or time extensions requested by the CONTRACTOR, coordinate the final punch list with the DISTRICT and assist with resolution of final project issues.

## **Resident Engineering Services**

During the Construction phase, the CONSULTANT will provide two Resident Engineers (RE), one designated for each PWR project. The REs shall be responsible for the tasks and services indicated herein and shall report directly to the CM and DISTRICT. The REs shall provide, at a minimum, the following tasks during the management of the project (some RE responsibilities may overlap with the CM):

### **1. Document Control**

Document all relevant project communications (RFIs and submittals) and promptly distribute to the DISTRICT, ENGINEER and other applicable parties. Maintain accurate records, documentation and ensure implementation of the document control system through CIPO. Manage workflow of said documents and turnaround times during reviews. All original project documents and final project reports shall be furnished to the DISTRICT within 60 Calendar Days following Project Completion.

### **2. Project Correspondence**

Maintain Field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of requests for information, change orders, progress meeting notes/minutes, and all other project correspondence. It is understood that most of these documents are monitored/stored through the DISTRICTs CIPO software.

### **3. Interpret Plans and Specifications**

The RE shall make every effort to review and respond to RFI's and submittals prior to involving the ENGINEER. If the CONSULTANT is unable to review the information, they shall immediately transmit it to the ENGINEER. The CONSULTANT shall then monitor the ENGINEER review time to ensure it does not exceed the contractual time limits and then after receiving a response from the ENGINEER immediately transmit the information to the DISTRICT for authorization. CONSULTANT shall lead resolution of day-to-day construction issues raised, coordinating with all internal and external stakeholders as required.

4. Contractor's Change Orders and Disputes

CONSULTANT shall identify, prepare, log and monitor all contract potential change orders, extra work, change orders and disputes. Resolve scope of extra work and changes to the contract with the CONTRACTOR and obtain DISTRICT approval, and all others relative to Change Management and Control listed in the aforementioned sections.

## **Field Inspection Services**

During the Construction phase, the CONSULTANT will provide inspection services, as identified below, and shall coordinate with the DISTRICT Inspection Staff and/or other inspection services either performed by the DISTRICT or contracted directly by the DISTRICT.

The CONSULTANT shall provide the following inspection services including preparation of weekly statements of working days, provide daily photographs of the work progress, and maintain daily inspection reports indicating construction personnel, materials deliveries, activities, etc. (through CIPO):

- Full time General, Civil, Mechanical, and Structural Inspection including specialty inspections for the PWR/SJVAWPF project;
- Full time General, Civil, Mechanical, Structural Inspections including specialty inspections for the PWR Conveyance Pipelines project;
- Part time Inspection for the installation of the Brine Pond liner system;
- Electrical, Instrumentation and Control inspections for both projects

The DISTRICT's staff will provide general oversight and Supervision of Inspection tasks, as well as inspection and testing of coatings, and other specialty items as required. The DISTRICT will contract separately to provide witness testing outside of the 100-mile radius for materials/equipment, should this be required.

As clarification, construction survey and staking is the responsibility of the PWR/SJVAWPF CONTRACTOR. The DISTRICT will contract separately with a survey firm to provide temporary benchmarks and control. The DISTRICT will contract separately and provide survey and staking services for the PWR Pipeline project. The CONSULTANT shall coordinate field activities with the CONTRACTOR's and the DISTRICT's survey teams as-needed. This includes scheduling, observation onsite, and receiving and transmitting submittals as-needed.

Additional information on qualifications and requirements of CONSULTANT Inspection services can be found in the Proposal Requirements section of this RFP.

## **Scheduling and Claims Abatement**

During the Construction phase, the CONSULTANT will provide professional scheduling and claims services for review of the CONTRACTOR's Baseline Schedule and subsequent monthly schedule submittals; and analyze critical path activities, float, and intermediate milestones, etc. The CONSULTANT shall provide, at a minimum, the following tasks during the management of the project related to scheduling, estimating and claims abatement:

### **1. Scheduling**

The CONSULTANT at a minimum shall review cost and/or resource-loaded construction schedules for compliance with the general conditions and Contract documents. This includes, but is not limited to:

- Clearly identify and review project phasing and sequencing scenarios in schedule development and tie each into the cost estimate breakdown.
- Produce charts, graphs, and reports to clearly communicate potential scheduling issues to the DISTRICT and any other parties.
- Must be knowledgeable in multiple production-based, heavy civil scheduling software platforms and proficient in the development of schedules using Primavera scheduling software.
- Review Contractor's construction schedule in conjunction with bi-weekly look-ahead schedules and field site visits in order to provide written analysis and recommendations to improve its usefulness to the Project Team.
- Create shadow schedules for the DISTRICT to assist with potential delay claims. CONSULTANT will be required to adequately immerse themselves in each project in order to provide the necessary value to the DISTRICT.

### **2. Construction Cost Estimating and Claims Abatement**

In regards to claims and delays, should it be required, the CONSULTANT at a minimum will prepare conceptual based cost estimates that may be used to characterize the dollar value of a particular project change, delay or claim. The cost estimating service(s) may include but may not be limited to the following:

- Construction cost estimates
- Risk modeling and assessments
- Claims analysis
- Special cost reports

## **END OF SCOPE**

## **STAFFING REQUIREMENTS**

The DISTRICT intends to enter into contract with a firm who can provide the most qualified team comprised of the following:

- One (1) full-time Construction Manager (CM), and
- Two (2) full-time Resident Engineers (RE) assigned to the Project. One RE will be responsible for the PWR/SJVAWPF and the other will be responsible for the PWR pipeline, and
- Two (2) full-time Inspectors. One dedicated to the PWR/SJVAWPF, and the other dedicated to the PWR Pipeline, and
- One (1) full-time Specialty Electrical, Instrumentation and Controls Inspector, and
- One (1) part-time Scheduler, and
- One (1) part-time Brine Pond Lining Inspector; and complete coverage for the responsibilities covered herein.

## **PROPOSAL REQUIREMENTS**

### **A. Format and Content**

Proposal shall be typed, single-spaced, and using a minimum 12-point font size. Charts and schedules may be included in 11"x 17" size page format. The Proposal should support the CONSULTANT's perspective on the project and CONSULTANT's ability to produce and deliver the services and products sought by the DISTRICT. Proposal should be thorough and concise, focusing on the tasks at hand, and should not include unnecessary or elaborate promotional materials. The CONSULTANT should focus their proposal on similar work, emphasizing methodologies, approaches, primary personnel qualifications, or other qualities CONSULTANT or CONSULTANT's team believes make it most qualified to serve as CONSULTANT for the DISTRICT. There is no page count limit.

### **Transmittal/Cover Letter**

CONSULTANT's corporate representative with contractual responsibility to bind CONSULTANT to the terms of the project shall be identified. Include the name, title, address and telephone number of the person that the DISTRICT may contact regarding the RFP throughout the period of evaluation. Acknowledgement of receipt of any addenda should be made in the Transmittal/Cover Letter and the letter must be signed by the corporate principal having authority to bind CONSULTANT along with the designated Project Manager or Principle-In-Charge.



### Project Understanding and Approach

The Project Understanding shall include the CONSULTANT's understanding of the project, proposed methods and procedures, goals and objectives, and their approach to providing the proposed services for the project. The Approach shall include the CONSULTANT's techniques and methodologies for communicating and maintaining conformance to contract and schedule for both the DISTRICT and the CONTRACTOR as it relates to the CMS/IS role. The CONSULTANT shall in this section commit senior management staff to the project and describe how staff modifications may occur and the firm's general staff management approach during the project(s). CONSULTANT shall utilize this section to show that they understand the project(s) as a whole, AND the DISTRICT within the requested capacity.

### Project Team

An Organizational Chart with titles and duties of all personnel and the firm (CONSULTANT or sub-consultants) they work for is required as part of the proposal. Full resumes of key personnel are required to be included in an appendix to the proposal. At a minimum the Project Team section shall address the following requirements to the satisfaction of the DISTRICT:

- (1) CONSULTANT shall assign a qualified and experienced construction professional as **Construction Manager (CM)** to direct and oversee CONSULTANT's work on all phases of the Project(s). The CM shall meet the following requirements:
  - (i) A certified construction manager (CCM) or a professional engineer (PE) registered in the State of California or possess a certificate in construction management from an accredited institution will be preferred but is not required.
  - (ii) Have the requisite experience as the lead CM on a construction project or program of similar size/complexity.
  - (iii) Construction management experience on wastewater treatment construction projects or advanced water treatment facilities is preferred but not required.
  - (iv) Experience with managing multiple projects or program is preferred but is not required.



(2) CONSULTANT shall assign two (2) qualified and experienced construction professionals as **Resident Engineer (RE)** for each Project. Minimum Qualifications that must be met by individual(s) who will provide Resident Engineer services during construction are as follows:

- (i) Experience in project/construction management
- (ii) Have the requisite experience on a construction project of similar size/complexity.
- (iii) Familiarity with DISTRICT processes, procedures, CIPO Software, and best practices is preferred.
- (iv) Familiar with standard Submittal, Request for Information, CPM Scheduling, Estimation, Change Order procedures and Change Order preparation. Knowledgeable in interpreting construction documents.

(3) CONSULTANT shall assign two (2) qualified and experienced construction professionals to provide full-time **Inspection services** during the construction of both projects. Minimum Qualifications that must be met by individual(s) who will be assigned to inspect the construction are as follows:

- (i) Minimum of ten years of progressive experience in water and wastewater process facilities construction.
- (ii) Must have pipe relining experience
- (iii) Full working knowledge of construction practices for water/wastewater treatment plants and facilities.
- (iv) Familiar with standard Submittal, Request for Information, CPM Scheduling, Estimation, Change Order procedures and Change Order preparation. Knowledgeable in interpreting construction documents.
- (v) Familiar with claims, negotiations, and the process of arbitration and mediation
- (vi) ICC and AWS Certifications are required for all disciplines during construction. CONSULTANTS who do not possess staff with



certifications to complete the work shall augment their staff accordingly. This shall be clearly defined in the CONSULTANTS approach to the work and coordination of these efforts.

- (4) CONSULTANT shall assign a qualified and experienced construction professional to provide **Electrical, Instrumentation and Controls inspection services** for the Project(s). Minimum Qualifications that must be met by individual(s) who will be assigned to inspect the construction are as follows:
  - (i) Must have a thorough knowledge of electrical, instrumentation and control functions and must be able to verify that all codes, specifications and procedures are being met. Electrical safety experience and ability to test and confirm work meets Project specifications and DISTRICT standards are a key function to this position.
- (5) CONSULTANT shall assign a part-time qualified and experienced construction professional to provide **Brine Pond Liner Inspection** with experience of installation and inspection of liner systems for ponds, floating covers, or similar HDPE products.
- (6) CONSULTANT shall provide a part-time qualified and experienced construction professional to provide **startup and commissioning coordination** with the Contractor and District.
  - (i) Must have a thorough knowledge and understanding of startup, testing, and commissioning on similar projects; water and wastewater process facilities.
- (7) Consultant shall assign a part-time qualified and experienced professional proficient in **scheduling and claims abatement services** for the duration of the Contract.

#### Firm's Relevant Experience

Firm must possess qualifications similar to that of the proposed Construction Manager and shall meet or exceed experience requirements managing similar projects. Firm's Relevant Experience shall be provided with descriptions for each project provided within a brief paragraph including project scope, construction value, date completed, reference contact, and whether the firm was the primary CONSULTANT or a sub-consultant. The CONSULTANT shall also identify and describe



the role of proposed staff for each project included in the Firm's Relevant Experience section. CONSULTANT is encouraged not to reference projects where proposed staff have had little or no role.

#### Exceptions to Contract Terms and Conditions

Sample contract language for the agreement between the CONSULTANT and DISTRICT are attached to this RFP. The DISTRICT anticipates the CONSULTANT will be able to quickly enter into an agreement with the DISTRICT upon selection without further negotiation of terms and conditions. The CONSULTANT shall state in their proposal whether the CONSULTANT has any exceptions to the DISTRICT's proposed standard agreement. The CONSULTANT shall provide all insurance coverages as required in the attached sample agreement.

#### Grant Funding Compliance Provisions

A number of forms have been provided with this RFP that must be filled out and submitted with the CONSULTANTs proposal. Failure to submit may deem the CONSULTANT non-responsive.

This project may be financed in whole or in part with federal and/or state grant and loan funds, including but not limited to Title XVI through the Bureau of Reclamation (USBR), Clean Water State Revolving Fund (CWSRF) and the Water Recycling Funding Program (WRFP) through the State Water Resources Control Board (SWRCB).

CONSULTANT shall comply, and assist DISTRICT in complying with all funding requirements associated with USBR Title XVI funding, and SWRCB grant and loan Agreements. A copy of the executed USBR Title XVI funding, sample agreement for CWSRF, and WRFP Construction Grant Template are included in **Appendix G**. A copy of the fully executed SWRCB agreements will be provided once available. CONSULTANT may be referred to interchangeably herein as "CONTRACTOR" or "CONSULTANT."

#### **CLEAN WATER STATE REVOLVING LOAN FUNDING REQUIREMENTS**

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



information regarding archaeological records, the Project records and locations are public records.

2. **ACCOUNTING AND AUDITING STANDARDS; FINANCIAL MANAGEMENT SYSTEMS, RECORDS RETENTION.**
  - a. The CONSULTANT and its subcontractors must maintain project accounts according to generally accepted accounting principles ("GAAP") as issued by the Governmental Accounting Standards Board ("GASB") or its successor. The CONSULTANT and its subcontractors must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.
  - b. The CONSULTANT and its subcontractors must comply with Federal standards for financial management systems. The CONSULTANT agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the Federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the CONSULTANT is bound by and must comply with the provisions and requirements of the Federal Single Audit Act of 1984 and Part 200, subpart F to Title 2 of the Code of Federal Regulations ("CFR") and updates or revisions thereto.
  - c. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the CONSULTANT and its subcontractors must:
    - i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
    - ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
    - iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project;
    - iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect costs;
    - v. Establish such accounts and maintain such records as may be necessary for DISTRICT to fulfill Federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
    - vi. If Force Account is used by the CONSULTANT for any phase of the Project, accounts will be established which reasonable document all employee hours charged to the Project and the associated tasks performed by each employee.
  - d. "GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on



such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor (or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities).

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

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

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

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



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

5. **COMPUTER SOFTWARE.** CONSULTANT certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
6. **DATA MANAGEMENT.** CONSULTANT will undertake data management activities so that the Project data can be incorporated into statewide data systems.
7. **FEDERAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORTING.** CONSULTANT shall report DBE utilization to DISTRICT on the DBE Utilization Report, State Water Board Form DBE UR334. CONSULTANT must submit such reports to DISTRICT annually within ten (10) calendar days preceding October 1 until such time as the "Notice of Completion" is issued. CONSULTANT shall comply with Section 33.301 to Title 40 of the Code of Federal Regulations, and all DBE requirements set forth elsewhere in the RFP and Professional Services Agreement.
8. **INDEMNIFICATION.** Any contractual provision in which the CONSULTANT or any subcontractor indemnifies, defends, or holds harmless DISTRICT shall include or shall be read to include indemnifying, defending, and holding harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any, to the same extent as is provided DISTRICT.
9. **NON-DISCRIMINATION PROVISIONS.**
  - a. The CONSULTANT and its subcontractors must comply with Government Code section 11135 and the implementing regulations (Section 11140 et seq. to Title 2 to the California Code of Regulations) including but not limited to ensuring that no person is unlawfully denied full and equal access to the benefits of (or unlawfully subjected to discrimination in the operation of) the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law for the duration of the Project.
  - b. The CONSULTANT and its subcontractors must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
  - c. The Contractor's obligations under this section shall survive the term of this Agreement.
  - d. During the performance of this Agreement, CONSULTANT and its subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee



or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

- e. The CONSULTANT and its subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- f. The CONSULTANT and its subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder (Government Code Section 12990, subds. (a)-(f) et seq.; Section 7285 et seq. to Title 2 of the California Code of Regulations) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- g. The CONSULTANT and its subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).
- h. The CONSULTANT and its subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- i. The CONSULTANT must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**10. NOTICE OF CERTAIN EVENTS.** Within twelve (12) hours, the CONSULTANT must notify DISTRICT of the occurrence of any of the following events:

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



- c. The discovery of a false statement of fact or representation made in this Agreement or in any certification, report, or request for payment made pursuant to this Agreement, by the Contractor (its employees, agents, or subcontractors);
- d. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the CONSULTANT agrees to promptly notify DISTRICT. This notification is in addition to the Contractor's obligations under the federal Endangered Species Act; and
- e. Any litigation pending or threatened with respect to the Project.

**11. STATE WATER BOARD EXCLUDED PARTIES PROHIBITION.** CONSULTANT shall not contract or allow subcontracting with excluded parties. CONSULTANT shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, CONSULTANT shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at: [https://www.waterboards.ca.gov/water\\_issues/programs/enforcement/fwa/dbp.html](https://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.html).

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

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

**13. FEDERAL CROSS-CUTTER REQUIREMENTS**

- a. American Iron and Steel. Unless the DISTRICT has obtained a waiver from USEPA on file with the State Water Board (or unless this Project is not a project for the construction, alteration, maintenance, or repair of a public water system or



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

In order to assure compliance with the AIS requirement, a step process certification is required. The General Contractor shall submit with each submittal a "step process" certification letter from each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products, certifying that their step in the process was domestically performed. Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a "delivered product" certification letter asserting that all manufacturing processes occurred in the US. Information on the American Iron and Steel requirements and sample certification forms are provided in **Appendix A**.

- b. Build America Buy America. The CONSULTANT acknowledges that funds received under this Agreement are subject to the Build America Buy America (BABA) requirements of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), which are in addition to "iron and steel products" requirements described in section 13. (a) above. Specifically, unless (1) the DISTRICT has requested and obtained a waiver from USEPA on file with the State Water Board pertaining to the Project or the Project is otherwise covered by a general applicability waiver, as confirmed in writing by the State Water Board; or (2) the State Water Board and, to the extent the Project is co-funded by any other agency using federal funds subject to BABA requirements, each such agency, has advised the Recipient in writing that the BABA requirements are not applicable to the Project, the CONSULTANT shall ensure and certifies that, as these terms are defined within and made applicable by Public Law 117-58:
  - i. all iron and steel used in the Project are produced in the United States;



- ii. the manufactured products used in the Project are produced in the United States;  
and
- iii. the construction materials used in the Project are produced in the United States.

The CONSULTANT must comply and require its subcontractors to comply with all applicable BABA requirements and reporting and must inform the DISTRICT immediately of any information regarding a violation of the foregoing. In order to assure compliance with the requirements of BABA, contractors will be required to submit with every invoice a Build America, Buy America (BABA) Requirements Pay Request Certification that includes a list of the iron and steel products included in that invoice and supporting documentation (i.e. Manufacturer's Certification) that clearly identifies that either these goods were produced in the United States or a waiver applies. Information on the Build America, Buy America requirements and certification form is provided in **Appendix B**.

As used below "contractor" shall refer to CONSULTANT and its subcontractors. The DISTRICT requires its contractors and subcontractors to comply with all applicable BABA requirements and must include the following provision in its contracts and subcontracts under this Agreement:

*"The contractor acknowledges to and for the benefit of the DISTRICT and the State Water Board that it understands the goods and services under this contract are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the contractor pursuant to this contract. The contractor hereby represents and warrants to and for the benefit of the DISTRICT and the State Water Board (a) the contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the DISTRICT and the State Water Board. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the contractor shall permit the DISTRICT and the State Water Board to recover as damages against the contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the DISTRICT and the State Water Board resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Water Board or any damages owed to the State Water Board by*



*the DISTRICT). If the contractor has no direct contractual privity with the State Water Board, as a lender or awardee to the District for the funding of its project, the DISTRICT and the contractor agree that the State Water Board is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Water Board.”*

- c. Wage Rate Requirements (“Davis-Bacon”). CONSULTANT shall include in its subcontracts the full Davis-Bacon language (General Decision Number CA20260025, dated January 2, 2026) provided herein in all contracts and subcontracts in **Appendix E**.
- d. Public or Media Events. CONSULTANT shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Agreement of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days’ notice.
- e. EPA General Terms and Conditions (“USEPA GTCs”). CONSULTANT shall comply with applicable EPA general terms and conditions found at <https://www.epa.gov/grants/grant-terms-and-conditions>.
- f. Unique Entity Identifier. No CONSULTANT may receive funding under this Agreement unless it has provided its Unique Entity Identifier (UEI), assigned by the System for Award Management (SAM), to the State Water Board. All bidders shall complete the UEI and SAM Registration Form provided in **Appendix I**, and submit via SendSafely <https://emwd.sendsafely.com/dropzone/chavezj> within **three (3)\* calendar days** following the receipt of the proposal due date to be considered a responsive bidder. For more information, please see the Federal Service Desk website for guidance on obtaining a UEI:  
[https://www.fsd.gov/gsafsd\\_sp/id=kb\\_category&kb\\_category=5001034c1b4f64108aa3a8eae54](https://www.fsd.gov/gsafsd_sp/id=kb_category&kb_category=5001034c1b4f64108aa3a8eae54)
- g. Federal Exclusion or Disqualification. CONSULTANT represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (“2 CFR”). If CONSULTANT is excluded after execution of this Agreement, CONSULTANT shall notify the DISTRICT within ten (10) days and shall inform the DISTRICT of the Contractor’s exclusion in any request for amendment of this Agreement. CONSULTANT shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board’s performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, CONSULTANT shall require the other party to the covered transaction



to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

- h. Conflict of Interest. To the extent applicable, CONSULTANT shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. Copyright and Patent. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this Agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable and paid-up license to practice the invention owned by Contractor. CONSULTANT must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- k. Credit. CONSULTANT agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.  
California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.  
The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

- l. Electronic and Information Technology Accessibility. CONSULTANT is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. Trafficking in Persons. Contractor (its employees, contractors and subcontractors and their employees) may not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. CONSULTANT must include this provision in its contracts and subcontracts under this Agreement. CONSULTANT must inform the State Water Board immediately of any information regarding a violation of the foregoing. CONSULTANT understands that failure to comply with this provision may subject the State Water Board to loss of Federal funds. CONSULTANT agrees to



compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if CONSULTANT that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.

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

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

To comply with this requirement, the CONSULTANT shall complete the Certification Form provided in **Appendix D**, executed by a duly authorized representative for the CONSULTANT. All bidders shall submit the Certification Form in **Appendix D**, and submit via SendSafely <https://emwd.sendsafely.com/dropzone/chavez> within three (3)\* calendar days following receipt of the proposal due date to be considered a responsive bidder.

- ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
- iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- v. 40 CFR Part 7, as it relates to the foregoing.

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

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

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



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

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

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

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

*"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

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

- p. No Discrimination Obligations. The CONSULTANT must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry,



national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the DISTRICT retains ownership or possession of the Project. The CONSULTANT must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b). The CONSULTANT's obligations under this section shall survive the term of this Agreement. During the performance of this Agreement, the CONSULTANT and its subconsultants must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status. The CONSULTANT and its subconsultants must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONSULTANT and its subconsultants must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The CONSULTANT and its subconsultants must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The CONSULTANT must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

q. Disadvantaged Business Enterprises ("DBE") (40 CFR Part 33). CONSULTANT agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at [www.epa.gov/osbp](http://www.epa.gov/osbp). CONSULTANT shall comply with, and agrees to require its subcontractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. Additional DBE provisions and information may be found at [https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/docs/policy0513/dbe\\_compliance](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance).

Proposers will take all necessary affirmative steps to assure that minority-owned business entities and women-owned business entities are used when possible. Affirmative steps shall include the following:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State



and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a **minimum of 30 calendar days** before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the **Small Business Administration (SBA)** and the **Minority Business Development Agency (MBDA)** of the Department of Commerce.
6. If the CONSULTANT awards Subconsultants, require the prime CONSULTANT to take the steps in paragraphs (1) through (5) of this section.

To ensure and document that the affirmative steps outlined above were satisfied, all bidders shall submit to the **EMWD Forms A & B provided in Appendix H**, and submit via SendSafely <https://emwd.sendsafely.com/dropzone/chavezj> within **three (3)\* calendar days** following the receipt of proposal due date to be considered a responsive bidder.

Failure to take the necessary affirmative steps listed above, prior to bid opening, and to submit DISTRICT forms A & B with the bid shall cause the bid to be rejected and deemed as a non-responsive bid. The successful bidder will assist EMWD to complete and submit a "MBE/WBE Utilization under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis.

- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act (including Executive Order 11738, Administration of the Clean Air Act, and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans; 42 United States Code (U.S.C.) § 7606; and 33 USC § 1368). Except where the purpose of this Agreement is to remedy the cause of the violation, CONSULTANT may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.



- s. Uniform Relocation and Real Property Acquisition Policies Act (Public Law 91-646 as amended; 42 U.S.C. §§4601-4655). CONSULTANT must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. Network Systems. CONSULTANT agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. Geospatial Data Standards. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).
- v. Scientific Integrity Policy. CONSULTANT agrees to comply with, and require all subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

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

- w. Animal Welfare Act. CONSULTANT agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- x. Technical. No SRF Project Funds will be used on:
  - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology



Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

- ii. Telecommunications or video surveillance services produced by such entities;
- iii. Telecommunications or video surveillance equipment or services produced to provided by an entity that the Secretary of Defense, in consultation with the Direction of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to the government of a covered foreign country;
- iv. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

y. **Executive Order N-6-22 – Russian Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine CONSULTANT is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this Agreement.

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

## **II. DAVIS-BACON PROVISIONS**

- a. Davis-Bacon Provisions. CONSULTANT shall comply with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act), which are incorporated into the Agreement by this reference.



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

Appendix II to Part 200 (A) - Remedies for Breach: Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Appendix II to Part 200 (B) - Termination for Cause/Convenience: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Appendix II to Part 200 (C) - Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Appendix II to Part 200 (D) - Davis-Bacon Act: (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. CONSULTANT shall include in its subcontracts the full the Davis-Bacon language (General Decision Number CA20260025, dated January 2, 2026) provided herein in all contracts and subcontracts in **Appendix E**.



Appendix II to Part 200 (D) - Copeland “Anti-Kickback” Act: The CONSULTANT must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Appendix II to Part 200 (E) - Contract Work Hours and Safety Standards Act: Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Appendix II to Part 200 (G) - Clean Air Act and Federal Water Pollution Control Act: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Appendix II to Part 200 (H) - Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of



parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

All proposers shall submit the certification form provided in **Appendix F**, and submit via SendSafely <https://emwd.sendsafely.com/dropzone/chavez> within three (3)\* calendar days following the receipt of the proposal due date to be considered a responsive bidder.

This certification is a material representation of fact relied upon by EMWD. If it is later determined that the CONSULTANT did not comply with 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, in addition to remedies available to EMWD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONSULTANT agrees to comply with the requirements of 2 CFR part 180, subpart C and 2 CFR part 3000, subpart C, and EPA's implementing regulation at 40 CFR Part 34, while this offer is valid and throughout the period of any contract that may arise from this offer. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act:** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Sample certification forms are provided in **Appendix C**. All bidders shall complete the certification form provided in **Appendix C** and submit via SendSafely <https://emwd.sendsafely.com/dropzone/chavez> within three (3)\* calendar days following the receipt of the proposal due date to be considered a responsive bidder.

**Appendix II to Part 200 (J) - §200.323 Procurement of Recovered Materials:** A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the



preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.



(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

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

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

**IV. COMPLIANCE WITH BUREAU OF RECLAMATION FUNDING AGREEMENT TERMS AND CONDITIONS**

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (200.321).

- a. The CONSULTANT must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:



1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

To ensure and document that the affirmative steps outlined above were satisfied, all bidders shall submit to the **EMWD Forms A & B provided in Appendix H**, and submit via SendSafely <https://emwd.sendsafely.com/dropzone/chavez> within **three (3)\* calendar days** following the receipt of proposal due date to be considered a responsive bidder.

Failure to take the necessary affirmative steps listed above, prior to bid opening, and to submit DISTRICT forms A & B with the bid shall cause the bid to be rejected and deemed as a non-responsive bid.

The successful bidder will assist EMWD to complete and submit a "MBE/WBE Utilization under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis.

**Procurement of recovered materials (200.323)**. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Debarment and Suspension (2 CFR 1400)**. The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension



for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this Agreement, Contactor agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all subcontracts.

Drug Free Workplace (2 CFR 182 and 1401). The Department of the Interior regulations at 2 CFR 1401—Government-wide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this Agreement. By entering into this Agreement, the CONSULTANT agrees to comply with 2 CFR 182.

Assurances and Certifications Incorporated by Reference. CONSULTANT shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. CONSULTANT shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act. Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

Covenant Against Contingent Fees. CONSULTANT warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the CONSULTANT for the purpose of securing agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Trafficking Victims Protection Act of 2000 (2 CFR 175.15). You as the CONSULTANT, your employees, subcontractors, and subcontractors' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.



Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONSULTANT should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and CONSULTANT should establish workplace safety policies to decrease accidents caused by distracted drivers.

Protections for Whistleblowers. Employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239). CONSULTANT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712. CONSULTANT shall insert the substance of this clause, including this paragraph in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

Additional Access to CONSULTANT Records. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the CONSULTANT and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this Agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations. The substance of this clause is required to be included in subcontracts under this Agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

Department of Interior Standard Award Terms and Conditions. The Department of the Interior (DOI) Standard Award Terms and Conditions found at: <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf> are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Contractor. CONSULTANT's acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. CONSULTANT is responsible for ensuring their subcontractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Buy America Domestic Procurement Preference. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on



or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [www.doi.gov/grants/BuyAmerica](http://www.doi.gov/grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/). Information on the Build America, Buy America requirements and certification form is provided in **Appendix B**.

**Inspection.** Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.



## B. Fee Proposal Requirements

In a **separate PDF file**, provide your firm's fee proposal, to include the following information:

- Identify fees and mark-up (5% max) for any subcontracts. Subcontracts must be clearly identified. Subconsultant information and fee proposal must be included as part of the fee proposal PDF file.
- A total not-to-exceed fee estimate based on services outlined in the Scope of Work. The method of compensation shall be based on a time and expense basis subject to the not-to-exceed estimate.
- All hourly fee schedules should be based on the CONSULTANT's current fee schedule rates.
- The fee proposal shall clearly identify the estimated man-hours by classification and expenses required for each task, report, and/or plans separated by team members, including all sub-consultants and contractors, required to complete the Scope of Work. CONSULTANT shall utilize and provide a schedule that depicts staffing throughout the Project and how the CONSULTANT intends to ramp up/down for services as required.

## C. Proposal Evaluation and Selection Criteria

The following criteria will be used to evaluate the technical proposals:

- Past performance and qualifications of the proposed team members on similar projects (25%)
- Familiarity with and capacity to handle all aspects of the work (20%).
- The proposed project approach, scope, manner, and thoroughness in which it is presented (30%).
- The firm's experience, staff availability, stability, financial responsibility, and past performance on similar projects (15%)
- Total fee (10%)

It should be noted that while fee is 10% of the total scoring, fees are **NOT** opened until all proposals have been reviewed by the Selection Committee and initial scoring has been completed.

Technical proposals will be evaluated and scored by a selection committee using the above-listed criteria. The selection committee shall have the discretion to select and request firm(s) to interview prior to completion of their evaluation. Upon completion of the interview process, the DISTRICT will invite the top-ranked firm to enter into negotiations to complete contractual terms (i.e. mutually agreeable work scope, fee compensation). If an agreement cannot be



reached with the highest scoring firm, then negotiations will be terminated, and the firm will be informed in writing. The firm with the second highest score will then be invited to enter into negotiations with the DISTRICT.

#### **D. Additional Information**

The DISTRICT shall not be liable for any pre-contractual expense incurred by the CONSULTANT. The CONSULTANT shall have and maintain throughout the contract period, errors and omissions insurance acceptable to the DISTRICT. The DISTRICT reserves the right to withdraw this Request for Proposal at any time and makes no representations to this Request for Proposal. The DISTRICT reserves the right to postpone consideration of the proposals and to reject any and all proposals without indicating any reasons therefore.

The DISTRICT requires that the successful CONSULTANT, and its subconsultant(s), maintain a Professional Insurance (errors and omissions) limit of One Million Dollars (\$1,000,000).

Contracts for selection will be awarded with the Construction Contract Award Board date, not before. Constructability reviews will not be required prior to construction. Final fees will be negotiated prior to Board Award once durations have been finalized.

#### **E. Reference Information (provided via PlanetBids)**

- 100% Design Drawings - Purified Water Replenishment (PWR) San Jacinto Valley Advanced Water Purification Facility
- 100% Design Specifications - Purified Water Replenishment (PWR) San Jacinto Valley Advanced Water Purification Facility
- 75% Design Drawings – Purified Water Replenishment (PWR) Conveyance Pipelines
- Geotechnical Reports (3 total) – PWR SJVAWPF and Conveyance Pipeline
- Standard Consultant Agreement for Professional Services
- Grant Funding Contract Provisions
  - American Iron and Steel (AIS)
  - BABA
  - Byrd Anti-Lobbying
  - Civil Rights Requirements
  - Davis Bacon Wage Rate Requirements
  - Debarment and Suspension
  - Funding Agreements (3)
  - Minority-Owned Business Contracting
  - Unique Entity Identifier

