

AGREEMENT NUMBER

13-026-550

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

(Also referred to as SWRCB or the State)

State Water Resources Control Board

CONTRACTOR'S NAME

(Also referred to as Contractor)

El Dorado County

2. The term of this Agreement is: **July 1, 2013 through June 30, 2014**

3. The maximum amount of this Agreement is: **\$99,745**
Ninety Nine Thousand Seven Hundred Forty Five Dollars and Zero Cents.

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

Exhibit A – Scope of Work	18 pages
Exhibit B – Budget Detail and Payment Provisions	5 pages
Exhibit B, Attachment I – Budget	1 page
Exhibit C* - General Terms and Conditions	<u>GTC 610</u>
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – Waiver Request and Plan to Phase Out LOP	1 page

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) El Dorado County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2850 Fairlane Ct., Bldg. C Placerville, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME State Water Resources Control Board		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Shannon Similai, Chief, Business Management Services Branch, DAS		
ADDRESS 1001 I Street, 18th Floor, Sacramento, CA 95814		

Contract Administrator: Gerri Silva, Community Development Agency, Environmental Management Division Director

EXHIBIT A
Scope of Work

1. Service Overview

The Contractor agrees to provide to the State Water Resources Control Board (State Water Board) services described herein:

The Contractor shall oversee corrective action and perform regulatory and administrative activities to implement the oversight of corrective action of unauthorized releases from Underground Storage Tanks (USTs).

2. Service Location

The Contractor services provided to oversee UST corrective action shall be performed in the respective County. Contractor training classes and/or meetings may be attended within the State.

3. Service Hours

The services shall be provided during Contractor working hours.

4. Project Representatives

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

State Water Resources Control Board	Contractor Name
Lisa Babcock, Contract Manager	Barbara Houghton, Project Director
Telephone: (916) 341-5797	Telephone: (530) 621-6649
Fax: (916) 341-5806	Fax: (530) 621-7130
E-mail: lbabcock@waterboards.ca.gov	E-mail: barbara.houghton@edc.gov.us

B. Direct all inquiries to:

State Water Resources Control Board	Contractor Name
Division of Financial Assistance – Underground Storage Tank Cleanup Fund Section	El Dorado County Environmental Management Department Hazardous Materials Division
Attention: Cindy Davis, Contract Contact	Barbara Houghton, Admin Contact
1001 I Street, 17 th Floor Sacramento, CA 95814	2850 Fairlane Court, Building C Placerville, CA 95667
Telephone: (916) 323-2095	Telephone: (530) 621-6649
Fax: (916) 341-5806	Fax: (530) 621-7130
E-mail: cdavis@waterboards.ca.gov	E-mail: barbara.houghton@edc.gov.us

C. Either party may make changes to the contact information above by giving ten (10) days written notice to the other party. Said changes shall not require an amendment to this agreement.

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5. Definitions

The term “Regional Water Board” is defined to mean the appropriate “California Regional Water Quality Control Board(s).” Under this agreement, the appropriate Regional Water Board is: Central Valley Regional Water Quality Control Board, which has jurisdiction at a release site.

Unless otherwise specifically provided herein, any reference to an underground storage tank (UST) means a petroleum UST as defined in Health and Safety Code (H&SC) section 25281(y), and any reference to an “unauthorized release” or “release” refers to an unauthorized release of petroleum from a UST.

6. Background

H&SC section 25297.01 authorizes the State Water Board to implement the Local Oversight Program (LOP) for the abatement of, and oversight of the abatement of, unauthorized releases of hazardous substances from underground storage tanks by certified local agencies. Additionally, H&SC section 25296.35 requires the State Water Board to maintain a system for storing and retrieving data pertaining to the remediation of unauthorized releases from USTs. GeoTracker is a state-wide historical database designed to be accessible to government agencies and the general public to meet data system requirements. This contract implements the LOP for leaking USTs and ensures that records are maintained in GeoTracker.

In addition, and as part of this effort, the State and Regional Water Boards will provide technical assistance and training as follows:

- 1) Provide reasonable and appropriate technical assistance to the Contractor to aid in the remediation of sites. This assistance shall include providing available information on: (1) chemical constituents, (2) toxicology, (3) environmental fate, and (4) risk appraisal. In addition, guidance documents shall be prepared as needed;
- 2) Research available information as requested by the Contractor regarding constituents of petroleum products stored in USTs. This information may include chemical/physical properties, environmental fate properties, toxicity, flammability, corrosiveness, and applicable laws, regulations, and regulatory criteria;
- 3) Use in-house information to assist Contractor to evaluate risk appraisals to be used in making remediation decisions for petroleum unauthorized release cases. The risk appraisal will analyze the behavior of the constituents of petroleum products in the subsurface environment and evaluate the resulting exposure and health risk;
- 4) Prepare appropriate guidance documents to assist the Contractor performing work covered under this agreement. These documents shall consist of the LOP Guidebook, along with manuals and references to be used in the field, laboratory, and office. Guidance letters will also be prepared in response to the need for interpretation of laws and regulations pertaining to UST remediation; and
- 5) Provide annual training courses on (1) UST site inspection, monitoring, corrective action, and closure procedures, and (2) health and safety procedures for employees of the Contractor. Additional examples of training courses that will be provided to the

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Contractor are (1) annual CUPA/UST Conference, (2) ad hoc roundtable meetings, and (3) other classes related to site remediation of UST unauthorized releases.

7. Program Priorities

The State Water Board has identified eight priorities for this contract period, which are listed in the boxes below. These priorities are consistent with the Legislature’s recently enacted changes to the H&SC that affect LOPs. These priorities also reflect State Water Board policies for water quality control, plans, and resolutions, including State Water Board Resolution No. 92-49, Resolution No. 2012-0016 (adopting the Low-Threat Underground Storage Tank Case Closure Policy [hereafter, Closure Policy]), and State Water Board Resolution Nos. 2009-0042, 2009-0081, 2012-0062, and 2013-0001.

1)	<p>Proactive and aggressive management of cases to expeditiously achieve closure</p> <ul style="list-style-type: none"> • Annual review of cases against the Closure Policy and documentation of impediments to case closure • Development and direction of a cost-effective Path to Closure Plan to address impediments to closure that includes milestones and timelines including enforcement • For each case, identification of the LOP’s and Responsible Party’s actions to remove impediments to closure • Direction of work to ensure all closure criteria are met • Minimization of the cost of compliance with agency regulatory directives • Response to work plans and closure requests within 60 days • At a minimum, meeting ten (10) percent Closure Rate for this contract period
2)	<p>Requirement of only actions that are necessary to develop a conceptual site model and to ensure the case meets closure criteria.</p> <ul style="list-style-type: none"> • Prior to issuing new directives, review the Closure Policy criteria, and for cases that are eligible for the UST Cleanup Fund, the most recent Review Summary Report and the UST Cleanup Fund annual budget for the case
3)	Expediting of cases where beneficial uses of drinking water wells have been affected or there are significant impacts to human health
4)	Enforcement of removal of free product within two years of discovery
5)	Maintaining adequate technical expertise to review and approve geologic and technical interpretations, oversee or perform corrective action requirements, and optimize remediation systems
6)	<p>Maintaining current and quality data in GeoTracker</p> <ul style="list-style-type: none"> • Receiving/denying Electronic Submittal of Information (ESI) documents within 60 days, enforce compliance with GeoTracker Reporting Requirements, and providing quality data input to GeoTracker that reports regulatory activities
7)	<p>Promoting coordination and collaborative problem-solving</p> <ul style="list-style-type: none"> • Notifying the State Water Board of cases where the Responsible Party has requested closure in accordance of section III of the Closure Policy Implementation Plan

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	<ul style="list-style-type: none"> • Assisting Responsible Parties by providing technical assistance when requested, including assistance with identifying cost-effective cleanup methods that may be used to achieve compliance with regulatory cleanup requirements • Providing documentation to the UST Cleanup Fund as requested • Not issuing new or enforcing old directives where UST Cleanup Fund has issued a Review Summary Report with a determination that case closure is appropriate, except under certain circumstances • Attending quarterly roundtable meetings and periodic policy and performance sessions and abiding by all terms of LOP certification
8)	<p>Cost Efficiency</p> <ul style="list-style-type: none"> • Using existing and new tools developed by or under the direction with the State Water Board Contract Manager • Using only GeoTracker for UST case management. Documentation related to UST cases using other data systems is not covered by this contract.

8. Work To Be Performed

The Contractor's Project Director shall promptly notify the State Water Board's Contract Manager of events or proposed changes that could affect the scope, budget, or schedule of work performed under this agreement.

The Contractor agrees to provide all labor, materials, and equipment necessary to conduct a UST corrective action program to identify and oversee the investigation and remediation of unauthorized releases from petroleum USTs within its jurisdiction and to maintain records only in GeoTracker in accordance with the terms and conditions contained herein and all exhibits attached hereto. Performance of services pursuant to the requirements of this agreement shall conform to high professional standards, including applicable portions of the State Water Board's Incompatible Activities Statement.

http://www.waterboards.ca.gov/laws_regulations/docs/incompatible_activities_statement.doc

The Contractor shall oversee UST corrective action in a manner that is consistent with existing statutes, regulations, State Water Board precedential decisions, policies, plans, resolutions, and LOP procedures. The Contractor shall close cases in accordance with the Closure Policy, State Water Board Resolution No. 92-49, Resolution No. 2012-0062, which approved the Plan for Implementation of Closure Policy and Additional Program Improvements, and State Water Board precedential decisions, as applicable. The California Leaking Underground Fuel Tank (LUFT) Manual provides information that may be used to help the Contractor conduct adequate corrective action.

The Contractor shall, at all times, comply with all applicable State laws, rules, regulations, and local ordinances specifically, including but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances. The Contractor shall obtain the services of a Professional Geologist or Engineer, Civil (PG/PE-Civil) to comply with the applicable requirements of the Business and Professions Code, sections 6700 and 7800 *et seq.* implementing regulations for geological or engineering analysis and interpretation for each case in the LOP. All documents prepared for others by the Contractor that reflect or rely upon geological or engineering interpretations by the Contractor shall be signed or stamped by the PG/PE-Civil indicating her/his responsibility for them as required by the Business and Professions Code.

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The Contractor further agrees to provide services in accordance with the State Water Board's most recent LOP Guidebook, which is hereby incorporated by reference and which may be subject to changes as necessary.

Task 1 - Remediation Process

The Contractor shall be responsible for identifying, issuing directives, and providing a completion certification to Responsible Parties for the remediation of an unauthorized release from USTs. This work includes overseeing the planning, scheduling, and performance of all work as set forth herein below, including but not limited to, the maintenance of site specific records and the preparation of reports as specified in Task 3. The Contractor shall maintain the official site-specific records pertaining to each of its cases and provide for public access to those records for review and copying in compliance with the California Public Records Act. The Contractor may satisfy this requirement by use of paper records, electronic records, or a combination of both. At a minimum during this contract period, the Contractor shall upload the following documents to GeoTracker for permanent public access: Directive Letters (i.e., letters issued to Responsible Parties regarding the planning, scheduling, and performance of work), Case Closure Summaries, Remedial Action Completion Certifications, and other pertinent case correspondence as necessary.

The Contractor shall require the Responsible Party or Parties to submit information electronically only to GeoTracker in compliance with chapter 30, division 3, title 23 of the California Code of Regulations (e.g., Site Map and Product Thickness). The Contractor shall receive or deny information submitted by a Responsible Party electronically to GeoTracker.

In addition to the previously identified foundational requirements for corrective action oversight, the Contractor shall consider methods described in the most recent version of the Leaking Underground Fuel Tank (LUFT) Manual or Regional Water Board corrective action guidelines. The Contractor shall direct responsible parties or their consultants to conform to all applicable State laws, rules, regulations, and local ordinances specifically, including but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances when performing investigation and remedial work under this agreement.

Before performing any oversight activities funded through this agreement at military installations, the Contractor shall consult with the appropriate Regional Water Board to determine whether the remediation is funded through the Defense Environmental Restoration Account (DERA) or through the Base Realignment and Closure (BRAC) Program. Any remediation identified as DERA or BRAC funded sites shall be immediately referred to the Regional Water Board for oversight. Any remediation at military installations which is not DERA or BRAC funded, and is otherwise eligible for the LOP, may remain in the LOP.

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For Each Suspected Site

Task 1.1: Confirm Unauthorized Release (hereafter release)

- a) In conjunction with the Unified Program Agencies (UPAs), the Contractor shall oversee confirmation of all suspected UST release sites within its programmatic jurisdiction. Included in this task is the inspection of an excavation pit or borings during removal or in-place closure of a UST associated with a suspected release. Suspected release does not include failure of a precision test unless other evidence exists supporting the conclusion that an unauthorized release may have occurred. The existence of a leak shall be confirmed by testing or inspection of the tank and appurtenant plumbing or sampling adjacent soil or water including any necessary uncovering of the UST and/or associated plumbing. In conjunction with the UPAs, the Contractor shall verify that an Unauthorized Release Form has been filed by the Responsible Party for each new release. The Contractor shall fill out an electronic New Project Form in the format provided in GeoTracker (see Section 5 of the Guidebook) to create a new case in the database by entering and editing data via the Internet. Activities normally associated with the UST permit program such as oversight of routine tank testing or retesting performed as part of a UST monitoring program are not covered under this agreement.
- b) The Contractor shall oversee investigation and remediation on all eligible leaking UST sites under this agreement unless an agreement is reached between the Contractor and appropriate Regional Water Board to transfer lead status of a case to the Regional Water Board. The Contractor shall notify the State Water Board of any transfer agreement. Case transfer can occur during any phase of the remediation project in accordance with State Water Board Resolution 2013-0001, UST LOP Procedures and Criteria for Certification.
- c) State funds may only be used for sites which involve releases from a UST as defined by H&SC section 25281(y). For purposes of this agreement, such UST includes any one or a combination of tanks, including pipes connected thereto, which is or was used for the storage of petroleum and which is substantially beneath the surface of the ground as defined in Section 2611 of Title 23, Division 3, Chapter 16 of the California Code of Regulations. "Substantially beneath the surface of the ground" means that at least ten percent (10%) of the UST volume, including connected piping, is below the ground surface.

Such a UST does not include:

- (1) a tank or combination of manifolded tanks with a combined capacity of 1,100 gallons or less which is located on a farm and which stores motor vehicle fuel used primarily for agricultural purposes and not for resale; nor
- (2) a tank that is located on a farm which has a capacity of 1,100 gallons or less and which stores home heating oil for consumptive use on the premises where stored; nor
- (3) a tank that is located at the residence of a person which has a capacity of 1,100 gallons or less that stores home heating oil for consumptive use on the premises where stored unless it meets the criteria of small heating oil tank as defined below; nor

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- (4) any other facilities or structures specifically excluded from the definitions of a UST by H&SC section 25281(y) or excluded from regulation under H&SC section 25283.5.

In addition to USTs as defined above which require a permit to own or operate, State funds may be used when non-permitted tanks qualify as a "small home heating oil tank." In order to qualify as a small home heating oil tank, the tank:

- (5) must have a capacity of 1,100 gallons or less and have been used exclusively since January 1, 1985 to store home heating oil for consumptive use on the property where the tank is located;
- (6) cannot be located on a farm or property that was used for agricultural purposes since January 1, 1985;
- (7) cannot have been used for agricultural purposes since January 1, 1985; and
- (8) must be located at the residence (owner occupied single family dwelling or duplex) when the release was discovered.

Funds may be used at a private- or locally-owned site that meets H&SC section 25281(y) definition above as well as at state- or federally-owned sites.

- d) Cases which involve actual or suspected non-petroleum releases from underground tanks shall not be the subject of any work under this agreement, except for those sites that involve actual or suspected commingling between non-petroleum releases and petroleum releases may be the subject of work under this agreement. The Contractor shall seek prior authority from the State Water Board's Contract Manager for use of contract funds at commingled release sites. Any and all site costs at sites that are ultimately determined not to involve petroleum releases are ineligible for reimbursement under this agreement. Such cases shall be referred to the Regional Water Board or handled by the local agency at its own expense.

Task 1.2: Identify and Notify Responsible Party(s) and Owner(s)

- a) The Contractor shall identify the Responsible Party or Parties and conduct an appropriate investigation to make such identification. This investigation shall, at a minimum, include a review of land title records at the County Recorder's Office, or equivalent (e.g., Dataquik), to identify the last assessee of record. Work shall not take place at any site before a Responsible Party has been identified.
- b) Prior to initiating work at a site, the Contractor, using language specified by the State Water Board (see Section 8 of the LOP Guidebook), shall notify each Responsible Party who has been identified of Responsible Party's obligation to investigate and remedy UST releases. Each notice must be sent to the Responsible Party or Parties by way of certified mail; return receipt requested. The Contractor shall notify each Responsible Party of the names and addresses of other Responsible Parties on those sites that have multiple Responsible Parties. If a Responsible Party requests that they be considered secondarily responsible, then the Contractor shall make a determination of secondary responsibility only if requested to do so and both of the following apply:
 - (1) The primary Responsible Party is performing corrective action, and

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- (2) It is clear that the party seeking secondary status did not, in any way, initiate or contribute to the actual discharge.

If the primary Responsible Party fails to perform corrective action, then the secondary Responsible Party or Parties will be considered a primary Responsible Party. The Contractor shall provide notification to the affected Responsible Party or Parties for primary responsibility. If the Contractor makes a change in the determination as to who is a Responsible Party, the previously notified Responsible Parties must be notified of the change and the basis for such change, by certified mail; return receipt requested.

H&SC section 25297.15 requires the primary or active Responsible Party to notify all current record owners of fee title for real properties affected before the local agency considers remediation or case closure proposals or issues a "Remedial Action Completion Certification" as identified in Section 6 of the LOP Guidebook. H&SC section 25297.15 also requires the primary or active Responsible Party to provide the local agency with a list of said owners. For purposes of implementing this section, the local agency shall determine who will be the primary or active Responsible Party. The Contractor shall inform the primary or active Responsible Party of these requirements with the language provided in Section 8 of the LOP Guidebook. The Contractor shall require the primary or active Responsible Party to comply with H&SC section 25297.15.

Task 1.3: Oversee Preliminary Site Assessment

- a) The Contractor shall oversee performance of a preliminary assessment of UST sites when unauthorized releases have been confirmed and Responsible Party or Parties identified. Preliminary assessment begins the process of development of a conceptual site model and actions that culminate in case closure. Preliminary assessment includes, at a minimum, initial site investigation, initial abatement actions, and initial site characterization. The purpose of the preliminary assessment is to determine current and potential impacts to human health, safety, and the environment, including the extent of contamination in soil and groundwater. Soil samples shall be obtained to determine the concentration of pollutants in the soil and the vertical and lateral extent of contaminated soil. Oversight of preliminary site assessment also includes oversight of the following work: (1) removal or in-place closure of the UST and inspection of any related excavation pit or borings; (2) excavation and disposal or on-site treatment of contaminated backfill and surrounding native soils; (3) removal of any floating product and/or free product discovered during tank removal and soil excavation; and (4) drilling of groundwater wells as necessary to determine whether groundwater has been impacted. Oversight of preliminary site assessment does not include oversight of long term investigation and remediation.
- b) During preliminary site assessment, the Contractor shall consider methods described in the most recent version of the LUFT Manual or Regional Water Board preliminary site assessment guidelines, and direct responsible parties or their consultants to conform to all applicable State laws, rules, regulations, and local ordinances specifically, including but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances when performing preliminary site assessments.
- c) If at any time during the preliminary assessment it becomes evident to the Contractor that work beyond preliminary assessment will be necessary, the Contractor shall proceed to Tasks 1.5 through 1.10 as appropriate.

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Task 1.4: Determine Site Status and Notify State Water Board

Based on data collected and analyzed during the preliminary site assessment, the Contractor shall make a determination as to whether: (1) the UST site has been adequately remediated by a Responsible Party through initial removal or remedial actions carried out during the preliminary site assessment, or (2) the UST site requires more extensive corrective action. Upon making this determination, the Contractor shall take one of the following actions:

- a) If the site has been satisfactorily remediated, the Contractor shall certify that fact as specified in "Task 1.10: Certification" and provide the Regional Water Board with documentation to that effect. Documentation shall be in a standard format as specified in Sections 6 and 9 of the LOP Guidebook.
- b) If additional corrective action is indicated, the Contractor shall continue with Tasks 1.5 through 1.10.

Task 1.5: Oversee Investigation, Feasibility Study, and Corrective Action Plan

- a) If corrective action beyond preliminary assessment is necessary, the Contractor shall oversee an investigation of the site to collect sufficient information to add to and refine the conceptual site model (i.e., determine the hydrogeological characteristics, the lateral and vertical extent of contamination), including the assessment of risk of exposure to humans. The Contractor shall use the conceptual site model to identify impediments to closure and an appropriate path to closure, including remedial action alternatives and remediation, as necessary.

In cases where groundwater is at risk, the investigation shall determine: (1) distance to nearest surface water, (2) depth to the highest groundwater, (3) the structure and composition of subsurface materials for the area affected, and (4) the current and potential beneficial uses of affected areas and contiguous surface and groundwater.

Whenever dissolved product is determined to be present in the ground or surface water or there is a risk that this may occur or for another good cause as determined by the Contractor, a soil and water investigation shall be performed in accordance with Section 2725, Article 11, Title 23, Division 3, Chapter 16 of the California Code of Regulations. This investigation shall, at a minimum, include analysis of the beneficial uses of water at risk (for example, such an investigation might assess the population using the threatened water supply and the proximity of public and private water supply wells or other exposure pathways). The results of the investigation shall be used in evaluating remediation and remedial action alternatives.

- b) The Contractor shall oversee the preparation of a feasibility study report that identifies and evaluates feasible alternatives for remediating the site and remedying current and future threats to public health and safety. The effectiveness of an alternative shall be evaluated using the following primary criteria: (1) human health and safety risk, (2) ground or surface water polluted, (3) beneficial uses affected, (4) carcinogenicity of pollutant, and (5) threat of contamination to ground or surface water. Secondary criteria shall also be evaluated and shall include consideration of: (1) availability of an alternative water supply, and (2) vulnerability of the water supply. Remedial action options may include the

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following or other actions, in any combination: (1) excavation, (2) leave in place, (3) enhanced bio-degradation, (4) soil venting, (5) free product removal, (6) air stripping, (7) treatment at individual water supply hookup, (8) replacement of water supply, and (9) relocation of residents.

- c) The Contractor shall oversee the preparation of a corrective action plan that identifies the selected remedial action alternative and sets forth the details for implementation of the selected action. The Contractor shall concur on the corrective action plan only after: (1) taking all reasonable steps necessary to accommodate responsible landowner participation in the remediation or case closure process, (2) considering all input and recommendations from any responsible landowner wishing to participate, and (3) concluding that implementation of the plan will adequately protect human health, safety, and the environment.
- d) The Contractor shall oversee the establishment of the schedule, format, and procedures for the corrective action plan. One or more documents may be incorporated to meet all requirements of the corrective action plan.

Task 1.6: Provide Public Participation Opportunity

- a) The Contractor shall comply with provisions of article 11, section 2728, Public Participation requirements of the Underground Storage Tank Regulations.
- b) The Contractor shall design and implement a UST release case reporting procedure which complies with requirements of H&SC section 25180.7.
- c) The Contractor shall certify, on all UST release reports submitted, that the reporting requirements of H&SC section 25180.7 have been met. Such certification does not mean that the release has been determined to pose a significant threat to human health or safety, only that notification procedures have been followed, if they were required.
- d) The Contractor shall notify the following entities of the proposed case closure and shall provide a 60 day period to comment: the applicable municipal and county water districts; water replenishment districts; special act districts with groundwater management authority; agencies with authority to issue building permits for land affected by the petroleum release; owners and occupants of the property impacted by the petroleum release; and the owners and occupants of all parcels adjacent to the impacted property.

The Contractor shall consider any comments received when determining if the case should be closed or if site specific conditions warrant otherwise.

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Task 1.7: Reopen Closed Case

The Contractor may reopen a closed case if the Contractor obtains information that it considers sufficient justification to reopen the case. The justification to reopen a case shall be referenced in a directive letter to the Responsible Party and uploaded to GeoTracker. The Contractor shall not reopen a case that has been closed by the State Water Board, unless the Contractor identifies “new” information that was not available and previously considered when the State Water Board ordered case closure. A violation of this provision constitutes a failure by the Contractor to perform in accordance with this agreement and shall be grounds for the State Water Board to order the Contractor to suspend work under this agreement and may terminate this agreement.

Task 1.8: Oversee Remedial Action

- a) The Contractor shall oversee implementation of the corrective action plan. The Contractor shall establish a schedule and format for the Responsible Party to monitor, evaluate, and report the results of implementing the corrective action plan.
- b) Interim remedial action is corrective action that takes place outside of the corrective action plan, either because it was needed as determined by the Contractor earlier in the investigative process or conditions developed to protect public health and safety or the environment that required immediate remediation. Interim remedial action can occur concurrently with any phase of corrective action.

Task 1.9: Oversee Post Remedial Action Monitoring

The Contractor shall, when appropriate, oversee periodic groundwater or other monitoring of the site, as necessary, following remedial action. Groundwater monitoring requirements must be semi-annual or less frequent at all sites. If more than semi-annual monitoring is required for a case, the Contractor shall notify the Responsible Party and State Water Board of the rationale and shall post the notice on GeoTracker.

Task 1.10: Issue Certification

- a) Upon completion of all remedial action at a site, the Contractor shall summarize closure data on the Case Closure Summary Form identified in Section 9 of the LOP Guidebook, or a revised form if provided by the Contract Manager during the term of this contract. This form must be signed by the Environmental Health Director (or equivalent) and uploaded to GeoTracker, forwarded to all Responsible Parties, and landowners identified pursuant to H&SC sections 25297.1 and 25297.15. Signature authority may be delegated to a qualified individual within the Contractor’s organization upon written notification from the Environmental Health Director (or equivalent) to the State Water Board Contract Manager. The Contractor shall submit copies of the draft Case Closure Summary Form to the Regional Water Board 30 days prior to case closure.
- b) To close a case, the Contractor shall certify that remedial action is complete by using the “Remedial Action Completion Certification” (uniform closure letter H&SC section 25296.10) form found in Section 6 of the LOP Guidebook and upload the certification to GeoTracker for public review.

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- c) If disputes arise regarding case closures that cannot be resolved between the Contractor and Regional Water Board staff, the Contractor may choose to close the case or transfer the case to the Regional Water Board for further oversight.
- d) Before issuing the Remedial Action Completion Certification specified in Item e) below, each site must be tested for the presence of Methyl Tertiary Butyl Ether (MTBE), except diesel fuel and jet fuel sites where the Contractor is certain that MTBE was never present. The Contractor may require testing for MTBE at a diesel or jet fuel site if there is evidence that MTBE may have been, or is, present at the site.
- e) As mentioned in Item b) above, the Remedial Action Completion Certification shall be identical to the language specified in Section 6 of the LOP Guidebook. The certification shall be signed by the Environmental Health Director (or equivalent) and mailed to the Responsible Party or Parties for the site. Signature authority on this certification “cannot” be delegated. The Contractor is required to upload signed copies of the Final Case Closure Summary and Remedial Action Completion Certification (in “pdf” format) to GeoTracker.
- f) For case closures ordered by the State Water Board, the Contractor shall oversee the proper destruction of monitoring wells and borings and the removal of all waste material derived from investigation or remediation activities. The Contractor shall notify the State Water Board of the completion of well destruction and waste removal tasks within 30 days of receipt of notification from the Responsible Party and input this information into GeoTracker.

Task 2 – Exercise Enforcement Action

All necessary and warranted enforcement actions shall be taken by the Contractor including referral to the appropriate local prosecutorial agency. If local action is not feasible or timely, the Contractor should seek enforcement actions through the Regional Water Board. Any case referred to the Regional Water Board for enforcement shall be removed from the LOP and the Regional Water Board shall become the lead agency, unless both the Contractor and the Regional Water Board agree to keep the case in the LOP. A copy of all enforcement notifications shall be uploaded timely to GeoTracker for review by Regional Water Board and UST Cleanup Fund.

The Contractor shall notify the State and Regional Water Board whenever it determines that a release site involves: (1) an insolvent Responsible Party, or (2) a Responsible Party who refuses to take action to remedy the site at the direction of the Contractor. The State Water Board will make a decision, on a case-by-case basis, regarding the disposition of those sites.

After the Contractor receives a signed Review Summary Report with a Fund Manager determination that case closure is appropriate, the Contractor shall not issue new or enforce existing corrective action directives for a UST case accordance with H&SC section 25299.39.2(a)(1)(A), until the State Water Board issues a decision on the closure of the UST case, unless one of the following applies:

- a) The Contractor demonstrates to the satisfaction of the UST Cleanup Fund manager that there is an imminent threat to human health, safety, or the environment;

EXHIBIT A
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- b) The Contractor demonstrates to the satisfaction of the UST Cleanup Fund manager that other site-specific needs warrant additional directives during the period that the board is considering case closure;
- c) After considering responses to the review summary report and other relevant information, the UST Cleanup Fund manager determines that case closure is not appropriate;
- d) The Contractor closes the tank case but the directives are necessary to carry out case-closure activities.

Task 3 – Submit Reports and Data

- 3.1. The Contractor shall submit written reports in accordance to the schedule outlined in Section 10 of the LOP Guidebook unless the Contractor certifies that, for all open cases, all required fields in GeoTracker are current and correct. Site-specific information shall be sent to the Regional Water Board unless the Regional Water Board requests otherwise.
- 3.2. The Contractor shall submit a regular, quarterly written summary to the State Water Board Contract Manager unless the Contractor certifies that all required fields (described in 3.4 below) are current and correct for open cases in GeoTracker. Said report shall be in a standard format as described in Section 5 of the LOP Guidebook.
- 3.3. The Contractor shall maintain the case management data in GeoTracker using the GeoTracker data dictionary, fields, and valid values, by entering and editing data “real-time” via the Internet.
- 3.4 For each open case, payment of the Contractor’s invoices for site specific work may be withheld until required current information for that case is in GeoTracker. The Contractor acknowledges that the State Water Board may periodically identify different data fields or additional categories of information required to be maintained in GeoTracker. Required fields as appropriate include, but are not limited to, the following:

GeoTracker 2 Screen	GeoTracker 2 Field Name
Project Information	Site Type
Project Information	Status
Project Information	Status Date
Project Information	Funding for Remediation
Project Information	File Location
Project Information	RP Identification
Project Information	Site History
Project Information	Case Number
Project Information	Cleanup Oversight Agency
Project Information	Lead
Project Information	Lead Date

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GeoTracker 2 Screen	GeoTracker 2 Field Name
Project Information	Latitude/Longitude
Project Information	Human Health Exposure/Controlled/Date
Project Information	Groundwater migration/Controlled/Date
Risk Information	Release Type
Risk Information	Contaminant(s) of Concern
Risk Information	Redevelopment Planned (Yes/No)
Risk Information	Current Land Use
Risk Information	Beneficial Use
Risk Information	Potential Media of Concern
Risk Information	# Impacted Drinking Water Wells
Risk Information	Report Date
Risk Information	Discharge Cause
Risk Information	Discharge Source
Facility / Site Address	Is this Project a Residence
Facility / Site Address	Project Name
Facility / Site Address	Street #
Facility / Site Address	Street Name / Location
Facility / Site Address	City
Facility / Site Address	Zip
Facility / Site Address	County
Contacts/Search to Add Contact	Oversight Agency/Regional Board/Responsible Party Contact
Contacts/Search to Add Contact	Begin Date (for each contact)
Contacts/Search to Add Contact	End Date (for each contact that is historical)
Activities Report/Regulatory Action	Type (Deed Restriction, CAOs, MRPs, 13267 Letters, etc.)/Date
Activities Report/Compliance Rsp	Type (Workplans, Reports, Other) Issue Date/Received Date
Activities Report/Compliance Rsp	Reviewed (Y/N)
Cleanup Action	Method
Cleanup Action/New Cleanup Action/Insert New	Removal / Remedial Method/Begin Date/End Date

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GeoTracker 2 Screen	GeoTracker 2 Field Name
Cleanup Action/New Cleanup Action/Insert New	Est. Completion Date Action End Date
Cleanup Action/New Cleanup Action/Insert New	Treated Phase Est. Completion Date
Cleanup Action/New Cleanup Action/Insert New	Volume Treated Treated Phase
Cleanup Action/ New Cleanup Action/Insert New	Contaminant Mass Removed Volume Treated
Community Involvement	Public Participation Description/Document Type/Date
Project IDs/Names/APNs	Project ID Type
Site Documents	Upload to New Regulatory Action
Site Documents	Upload RP/3rd Party Document

- 3.5 The Contractor shall implement and maintain record keeping and accounting systems that are appropriate to track activities and costs involved in its performance of the abatement of, or oversight of the abatement of, unauthorized releases of hazardous substances from USTs.

Contractor shall report to the State Water Board Contract Manager and Contract Contact any changes to the LOP's contact information shown on the State Water Board website at: http://www.waterboards.ca.gov/water_issues/programs/ust/contacts/lop.shtml. Such changes shall be reflected concurrently on the Contractor's organization chart.

- 3.6. The Contractor shall cease acting as the lead agency for the LOP on UST remediation cases that are relinquished to a Regional Water Board and with respect to such will advise the Regional Water Board and the State Water Board of all site addresses, Responsible Parties, and Responsible Party addresses. Contractor shall provide all files for relinquished cases that are maintained by the LOP to the Regional Water Board to the extent the files are not duplicative of Regional Water Board files for the relinquished case.
- 3.7 Using the form and instructions contained in Section 4 of the LOP Guidebook, the Contractor shall provide an informational report on each of the training courses taken by technical staff as completed per Task 5. The report shall be submitted to the State Water Board Contract Manager with each invoice. Information provided on the form must include course title and course date.
- 3.8 The Contractor shall provide comments within 30 days when requested to comment on a draft Review Summary Report prepared as part of the UST Cleanup Fund Manager five-year reviews.

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Scope of Work

Task 4 – Petition Response

In accordance with procedures established by the State Water Board in Resolution 88-23 (see Section 11 of the LOP Guidebook), any Responsible Party or other aggrieved person may petition the State Water Board for review of any action or inaction by the Contractor under the agreement. Upon request from the Petitioner, as discussed in Section 11 of the LOP Guidebook, or the State Water Board's Contract Manager, the Contractor shall provide a copy of the complete case file to the State Water Board.

When the Contractor is requested by the State Water Board to provide a response to a petition, the response must be signed by a representative at the Contractor's Environmental Health Director level (or equivalent). Signature authority may be delegated to a qualified individual within the Contractor's organization upon written notification from the Environmental Health Director (or equivalent) to the State Water Board Contract Manager.

The State Water Board retains final authority for disposition of petitions; however, nothing in this agreement prevents the Contractor from establishing an intermediate process for resolving disputes at the local level. Any intermediate appeal process that includes review by a Regional Water Board must be set forth in a written agreement between the Regional Water Board and the Contractor. The agreement must be consistent with the terms of this agreement and provide a means for ensuring that a copy of any petition is forwarded to the State Water Board within ten (10) days of receipt by the Contractor.

When a Responsible Party believes it has satisfactorily implemented the corrective action plan for a site and requests case closure, if the Contractor denies that request, the following paragraph shall be included in the Contractor's letter to the Responsible Party:

“This decision is subject to appeal to the State Water Resources Control Board (State Water Board), pursuant to H&SC section 25296.40(a) (1), (Thompson-Richter Underground Storage Tank Reform Act - Senate Bill 562). Please contact the State Water Board Underground Storage Tank Program at (916) 341-5752 or visit the State Water Board internet website at <http://www.waterboards.ca.gov/ust/cleanup/petitions.shtml> for information regarding the appeals process.”

Task 5 – Complete UST Technical Training Requirement

All Contractor staff performing case management and oversight activities covered by this contract are required to attend a minimum of 16-hours of UST technical training per year (required 16-hours can include 8 hours of Health and Safety Training or Refresher course) covering site investigation and remediation. The Contractor shall provide a report which lists, by technical staff person, training courses attended and hours. This report shall be submitted pursuant to Task 3.

The LOP Director, or designee(s), must attend State Water Board quarterly roundtable meetings and periodic policy and performance sessions scheduled during the year and must transmit relevant meeting information to appropriate LOP agency management and staff.

EXHIBIT A
Scope of Work

Task 6 - Achieve Performance Measures

The Contractor will perform the following during this contract period:

- 6.1 Enforce compliance with Electronic Submission of Information (ESI) for all Contractor-lead cases in GeoTracker.
- 6.2 Review all Contractor-lead cases, except those cases that a UST Cleanup Fund Review Summary Report has recommended be considered for closure. Each case review shall include at a minimum: a determination of whether the case meets the criteria in the Closure Policy or is otherwise appropriate for closure based on a site-specific analysis; documentation in GeoTracker of the determination and impediments to closure;
- 6.3 Develop for all Contractor-lead cases a Path to Closure that addresses the impediments to closure documented in GeoTracker, which will achieve site cleanup and case closure in a timely and efficient manner that minimizes the cost of corrective action by December 31, 2013, and update milestones as necessary;
- 6.4 Respond to all closure requests within 60 days of receipt from the Responsible Party;
- 6.5 Close a minimum of 12 Contractor-lead cases, as described in Exhibit E; Waiver Request and Plan to Phase Out LOP, submitted in accordance with Section III.A.i of the State Water Board's UST LOP Procedures and Criteria for Certification.
- 6.6 Enforce removal of measurable free product in monitoring wells at all Contractor-lead cases within two years from the time of discovery;
- 6.7 Expedite corrective action at all Contractor-lead cases where drinking water supply wells have petroleum constituent concentrations greater than drinking water standards;
- 6.8 Respond to all work plans submitted for Contractor-lead cases within 60 days of receipt from the Responsible Party;
- 6.9 For all Contractor-lead cases where the State Water Board has issued a closure order, oversee well destruction and waste removal closure activities at the site and notify the State Water Board that closure activities are complete within 30 days of receipts of documentation from the Responsible Party.

Task 7 - Suspend Work

- 7.1. After State Water Board staff sends a draft Review Summary Report with a determination that case closure is appropriate, Contractor shall have a 30-day period to review the summary. After the Contractor receives a signed Review Summary Report with a Fund Manager determination that case closure is appropriate, the Contractor shall not issue new or enforce existing corrective action directives for the UST case except under certain circumstances described in Task 2.
- 7.2. The State Water Board may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this agreement for such period of time as the State Water Board determines to be appropriate for the convenience of the State Water Board or

EXHIBIT A
Scope of Work

because of alleged failure of the Contractor to perform in accordance with the provisions of this agreement. The Contractor shall suspend, delay, or interrupt work as directed in such written order and shall resume the suspended work only upon receipt of written notice to proceed from the State Water Board.

- 7.3. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted for the convenience of the State Water Board, or by an act of the State Water Board in violation of State Water Board obligations under this agreement, or by failure of the State Water Board to act within the time specified in this agreement, an equitable adjustment shall be made for any increase in the cost of performance of work under this agreement (excluding profit) caused by such unreasonable suspension, delay, or interruption and the agreement shall be modified in writing accordingly. No equitable adjustment shall be made under this "Exhibit" for any suspension, delay, or interruption to the extent that (1) performance would have been so suspended, delayed, or interrupted by any other cause, including fault or negligence on the part of the Contractor, or (2) to the extent that performance is suspended, delayed, or interrupted due to failure or default of the Contractor in fulfillment of any obligation under this agreement, or (3) for which an equitable adjustment is provided for or excluded under any other provision of this agreement.
- 7.4. No Contractor claim under "**Suspension of Work**" for alleged increase in costs due to suspension, delay, or interruption of work shall be allowed (1) for any costs incurred more than ten (10) days prior to written notice from the Contractor stating that the Contractor asserts that an act or failure to act by the State Water Board has or is suspending, delaying, or interrupting work under the agreement (but this requirement shall not apply to a written suspension order issued by the State Water Board), and (2) unless the amount of monetary claim by the Contractor is asserted in writing and provided to the State Water Board as soon as practical after the termination of such suspension, delay, or interruption.
- 7.5. No suspension order issued by the State Water Board because of alleged fault or negligence on the part of the Contractor, or because of alleged failure or default of the Contractor in fulfillment of any obligation under this agreement, shall be deemed to preclude the State Water Board from thereafter terminating this agreement for the same fault, negligence, failure, or default which gave rise to the suspension order.
- 7.6. If it is ultimately determined that alleged fault or negligence on the part of the Contractor did not occur, and that the Contractor was not guilty of any failure or default in fulfillment of agreement obligations, the suspension order shall be deemed to have been given for the convenience of the State Water Board and the agreement price shall be equitably adjusted as provided in Task 7.3 above.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State Water Board agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.
- B. Invoices shall include the agreement number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Cindy Davis, Contract Contact
State Water Resources Control Board, Division of Financial Assistance
1001 I Street, 17th Floor Sacramento, CA 95814

- C. The original and one (1) approved copy of the invoice or payment request will be forwarded to the State Water Board's Accounting Operations Section by the Contract Manager. Contractors who are certified as small businesses or recognized as non-profit organizations by the Office of Small Business and DVBE Services (OSDS) will be paid in accordance with California Government Code, Title 1, Section 926.15. Invoices for all other Contractors shall be paid within 45 calendar days. In either situation, payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice or payment request. Failure to use the address exactly as provided above may result in return of the invoice or payment request to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the Contract Manager.
- D. The invoice shall contain the following information:
 - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
 - 4. The date of the invoice;
 - 5. The number of the agreement upon which the claim is based; and
 - 6. An itemized account of the services for which the State Water Board is being billed;
 - (a) The time period covered by the invoice, i.e., the term "from" and "to";
 - (b) A brief description of the services performed;
 - (c) The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must also be explained; i.e., hours or days worked times the hourly or daily rate = the total amount claimed;
 - (d) The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and
 - (e) Original signature of Contractor (not required of established firms or entities using preprinted letterhead invoices).

**EXHIBIT B
(Standard Agreement)**

2. Limitation of State Liability

- A. The maximum amount payable under this agreement shall not exceed \$99,745.
- B. Reimbursement shall be made for allowable expenses up to the amount encumbered.
- C. An amendment(s) increasing the value of the agreement may require prior approval by the Department of General Services.

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State Water Board shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State Water Board shall have the option to either cancel this agreement with no liability occurring to the State Water Board, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. The State Water Board's obligation to make any payments under this contract shall be suspended during such time as the Budget Act covering that fiscal year has not been approved by the Legislature and signed into law by the Governor.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

5. Timely Submission of Final Invoice

- A. Based on the contract expiration date, of June 30, 2014, a final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the Contract Manager. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State Water Board under this agreement have ceased and that no further payments are due or outstanding.
- B. The State Water Board may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State Water Board approval of an alternate final invoice submission deadline. Written State Water Board approval shall be sought from the Contract Manager prior to the expiration or termination date of this agreement.

6. Subcontracting

- A. As a requirement of this agreement (and any amendments thereto) subcontracting is limited to \$50,000 or 25% of the total contract, whichever is less. If the total of all subcontracts exceeds the limitation, all subcontracts must be in accordance with the following conditions:
- B. Subcontract service(s) must be selected by the primary contractor pursuant to a bidding process requiring at least three bids from responsible bidders. A bidding process is not required when a subcontractor(s) is one of the following entities:

Entities excluded from bidding:

- 1) Another state entity, including:
 - a) A governmental agency from any state (Public Contract Code § 10340)

**EXHIBIT B
(Standard Agreement)**

- b) A state college or state university from any state.
 - 2) A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
 - 3) An auxiliary organization of the California State University (CSU), or a California community college
 - 4) The Federal Government
 - 5) A foundation organized to support the Board of Governors of the California Community Colleges, or
 - 6) An auxiliary organization of the Student Aid Commission established under Education code § 69522.
- C. By signing this agreement, the Contractor is certifying selection of a non-excluded subcontractor(s) was pursuant to a bidding process requiring at least three bids from responsible bidders.
- D. The State Water Board will only pay overhead charges on the first \$25,000 for each subcontract.

7. Reimbursement Limitations

- A. Contractor shall not be reimbursed for invoices submitted after September 30, 2014.
- B. Contractor shall not be reimbursed for any site activities for which local fees have been levied to cover Contractor expenses, e.g., oversight of the removal or in-place closure of the UST.
- C. Contractor shall be limited to reimbursement of costs actually incurred in administration of the LOP, provided the total reimbursement shall not exceed \$227 per hour multiplied by the total hours of site-specific oversight work performed. The \$227 maximum is based on a cumulative average of all current-year invoices submitted to date. (Per 25297.1(i)(4)(C) determined in April 2011 @ Department of Finance website http://www.dof.ca.gov/HTML/FS_DATA/LatestEconData/documents/BBDEFL05.xls).

8. Expense Allowability/Fiscal Documentation

- A. Invoices received from a Contractor and accepted and/or submitted for payment by the State Water Board, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit and supply to the State Water Board upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State Water Board because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State Water Board. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures.
- E. Costs and/or expenses deemed unallowable are subject to recovery by the State Water Board. See provision 9 in this exhibit entitled, "Recovery of Overpayments" for more information.

9. Recovery of Overpayments

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State Water Board by one of the following options:
 - 1) Contractor's remittance to the State Water Board of the full amount of the audit exception within 30 days following the State Water Board's request for repayment;
 - 2) A repayment schedule, which is agreeable to both the State Water Board and the Contractor.
- B. The State Water Board reserves the right to select which option will be employed and the Contractor will be notified by the State Water Board in writing of the claim procedure to be utilized.

**EXHIBIT B
(Standard Agreement)**

- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State Water Board's demand for repayment, or commencing on the date that an audit or examination finding is mailed to the Contractor, if applicable.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State Water Board, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State Water Board's notice requesting reimbursement of questioned audit costs or disallowed expenses.

10. Budget Flexibility Clause

- A. Subject to the prior review and approval of the Contract Manager, line item shifts of up to a cumulative maximum of \$25,000 or 10% of the annual agreement total, whichever is less, may be made over the life of the agreement.
- B. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited.
- C. Line item shifts may be proposed / requested by either the State Water Board or the Contractor in writing, and must not increase or decrease the total agreement amount allocated. Any line item shifts must be approved by the Deputy Director of the Division of Financial Assistance, or his/her designee, and must be sent to the Contracts Office within 10 days of approval for inclusion in the agreement folder.
- D. If the agreement is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

11. Equipment Purchases Provision

- A. When purchasing equipment with State funds, each item must be tagged with a State property identification tag. Upon request from the Contractor's Administrative Representative, the Property Control Officer will provide the Property Inventory In-Put Document for completion. Information needed to complete the Property Inventory In-Put document would include the following:
 - 1. Description of the item
 - 2. Manufacturer
 - 3. Serial Number
 - 4. Acquisition Date
 - 5. Acquisition Document (PO#)
 - 6. Cost
 - 7. Name (Agency) and Location (Address)
- B. When submitting the Property Inventory In-Put document to the Property Control Officer, please attach a copy of the purchase order(s) and send to the Property Control Officer at the following address:

DAS - Business Services Management
State Water Board
1001 I Street, 18th Floor
Sacramento, CA 95814

- C. Once the Property Control Officer has received the completed Property Inventory In-Put Document, along with the purchase order (PO) for the item, a property identification tag will be assigned to each piece of equipment. The Property Control Officer, in coordination with the Contract Manager and the Contractor's Administrative Representative, will provide the Contractor with a copy of the Property Inventory In-Put Document and the State

EXHIBIT B
(Standard Agreement)

Property Identification Tag(s). Per the Property Inventory In-Put Document, each piece of equipment must have the proper identification tag and it must be adhered to the equipment.

- D. Upon completion of the Contract, the Contract Manager will coordinate with the Contractor's Administrative Representative for the retrieval and return of the purchased equipment to the State Water Board.

EXHIBIT B, ATTACHMENT I
Budget
FY 13/14 (7/1/13 - 6/30/14)

Personnel Services	Positions	Hourly Rate*	# of Hours	Annual Cost
Supervising HMS	0.03	\$ 84.25	62.4	\$ 5,257
Hazardous Materials Specialist I	0.005	\$ 68.52	10.4	713
Hazardous Materials Specialist II	0.005	\$ 56.71	10.4	590
Environmental Health Manager	0.03	\$ 74.96	62.4	4,677
Senior Office Assistant	0.03	\$ 31.58	62.4	1,971
Principal Geologist	0.5	\$ 67.94	1040	\$ 70,658
Total Personnel				\$ 83,865
*Benefits included in salary				
Travel / Transportation				
Travel				1,000
Total Travel / Transportation				\$ 1,000
Other Costs				
Split Samples				\$ 750
Petroflag soil test kit				\$ 950
Training				600
Total Other Costs				\$ 2,300
Indirect Costs 15% of personnel				\$ 12,580
Total Costs				\$ 99,745

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **DISPUTE RESOLUTION PROCESS:** Any dispute arising under or relating to the terms of this agreement, or related to the performance hereunder, which is not disposed of by agreement shall be decided by the Contract Manager, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the State Water Resources Control Board Executive Director. The decision of the Executive Director, or authorized representative, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the agreement work as directed by the Contract Manager unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

Authority to terminate performance under the terms of this agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

2. **RIGHTS IN DATA:** The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this agreement shall remain the property of the State. The Contractor shall have the right to reproduce, publish, and use all such work, or any part thereof, upon the written authorization of State Water Board. The State Water Board reserves the right to reproduce, publish, and use such work, or any part thereof.
3. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this agreement shall contain a disclosure statement indicating that the document or written report was prepared through agreement with the State Water Board. The disclosure statement shall include the agreement number and dollar amount of all agreements and Subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or Subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports.

The Contractor shall include in each of its Subcontracts for work under this agreement a provision which incorporates the requirements stated within this Section. (Gov. Code 7550, 40 CFR 31.20)

4. **PERMITS, WAIVER, REMEDIES AND DEBARMENT:** The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any waiver of rights with respect to a default or other matter arising under the agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this agreement are in addition to any other rights and remedies provided by law.

Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

5. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Local government agency, education and special districts will pay travel time and per diem according to their respective statutory requirements. No travel outside the state of California shall be reimbursed without prior authorization from the State Water Board. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.
6. **CANCELLATION / TERMINATION WITHOUT CAUSE:** In addition to the "Termination for Cause" provisions in Section 7 of Exhibit C of this agreement, the State Water Board may terminate this agreement without cause if doing so is in the best interest of the State, by giving thirty (30) days written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from the State Water Board, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

Termination Process (for both Terminations for Cause and Terminations without Cause):

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- a. Stop work on the date specified in the notice;
- b. Place no further orders or enter into any further Subcontracts for materials, services or facilities except as necessary to complete work under the agreement up to effective date of termination;
- c. Terminate all orders and Subcontracts;
- d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and Subcontracts;
- e. Deliver or make available to the State Water Board all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this agreement, whether completed, partially completed, or in progress.

In the event of termination, final payment may include reasonable compensation for satisfactory services rendered, materials supplied, and expenses incurred, if any, pursuant to this agreement prior to the effective date of termination.

7. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant deliverables and/or services to the State Water Board. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this agreement and does not limit the generality of warranty obligations set forth elsewhere herein.
8. **COMPUTER SOFTWARE:** Contractor certifies that it has appropriate systems and controls in place to ensure that State Water Board funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONTRACT AMENDMENTS:** Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State Water Board's official agreement Amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services, if such approval is required.

10. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this agreement or otherwise, shall create any contractual relationship between the State Water Board and any Subcontractors, and no Subcontract shall relieve the Contractor of his responsibility and obligations hereunder. The Contractor agrees to be as fully responsible to the State Water Board for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the State Water Board's obligation to make payments to the Contractor. As a result, the State Water Board shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.
11. **SUBCONTRACTING:** The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this agreement. Any Subcontracts, outside associates, or consultants required by the Contractor in connection with the services covered by this agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this agreement, or as are specifically authorized by the Contract Manager during the performance of this agreement. Any substitutions in, or addition to, such Subcontractors, associates, or consultants shall be subject to prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and all its Subcontractors, employees, and representatives shall at all times comply with all applicable laws, codes, rules, and regulations in the performance of this agreement. Should the State Water Board determine that the work performed by a Subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the Subcontractor is substantially delaying or disrupting the process of work, the State Water Board may request substitution of the Subcontractor.
12. **APPROVAL:** This agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
13. **FORCE MAJEURE:**

Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

EXHIBIT E
Waiver Request and Plan to Phase Out LOP

El Dorado County LOP requests a waiver regarding the 70 case minimum requirement for LOP certification in that a one year extension of the LOP contract will allow El Dorado County LOP to close an additional 50% to 70% of its total caseload (approximately 12-14 cases). El Dorado County LOP has case closure record above the 10% required average and has managed its cases to the point where only a small amount of additional work is required to bring each case to closure (Section III.A.ii). In addition, closure can be performed much more efficiently from a local regulatory level than from Regional Board oversight. At the end of the 2013-2014 fiscal year any remaining cases will be transferred to the appropriate Regional Board (Central Valley or Lahontan) as detailed in Section IV. LOP Procedures, C. Case Transfer Provisions.