

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-T5231	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTOR NAME

San Gabriel Basin Water Quality Authority

2. The term of this Agreement is:

START DATE

September 1, 2024

THROUGH END DATE

August 31, 2029

3. The maximum amount of this Agreement is:

\$10,000,000.00

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
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Exhibit B	Budget Detail and Payment Provisions	5
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-		
+	Exhibit C * General Terms and Conditions (GTC 02/2025)	5
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+	Site: San Gabriel Valley Superfund Site - South El Monte OU (SEMOU)	
-		

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

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

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

CONTRACTOR

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

San Gabriel Basin Water Quality Authority

CONTRACTOR BUSINESS ADDRESS

1720 W. Cameron Ave., Suite 100

CITY

West Covina

STATE

CA

ZIP

91790

PRINTED NAME OF PERSON SIGNING

Randy Schoellerman

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Toxic Substances Control

CONTRACTING AGENCY ADDRESS

1001 I Street, P.O. Box 806

CITY

Sacramento

STATE

CA

ZIP

95812

PRINTED NAME OF PERSON SIGNING

Craig Scholer

TITLE

Chief Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt from the Department of General Services Review per Health and Safety Code Sections 78870 and 78880

EXHIBIT A

SCOPE OF WORK

1. San Gabriel Basin Water Quality Authority (WQA, or the “Contractor”) agrees to enter into a Contract with the Department of Toxic Substances Control (DTSC) to oversee the operation and maintenance (O&M) of the Interim Remedy selected by the United States Environmental Protection Agency (U.S. EPA) for the South El Monte Operable Unit (SEMOU), San Gabriel Valley Superfund Sites (Area 1), in accordance with the SEMOU Interim Record of Decision (IROD) dated September 2000 and the Explanation of Significant Differences (ESD) dated November 10, 2005, as required by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, also known as Superfund) and the National Contingency Plan (NCP). Since 2008, the SEMOU Interim Remedy has been operated and maintained by U.S. EPA under a Cooperative Agreement with WQA, which subcontracted with three permitted drinking water purveyors (San Gabriel Valley Water Company (SGVWC), City of Monterey Park (CMP), and Golden State Water Company (GSWC), hereinafter referred to as the “Purveyors”). Under the terms of this Contract, DTSC will provide funding for the Contractor to enter into reimbursable agreements with the Purveyors to operate and maintain the SEMOU Interim Remedy in accordance with the U.S. EPA Region 9 “Policy on Shared Financing for Remedial Projects Involving Public Water Supply Use of Treated Groundwater”.
2. The DTSC Contract Manager and Contractor Representative during the term of this Contract will be:

DTSC Contract Manager

Brian Tripolone
Department of Toxic Substances Control
5796 Corporate Ave.
Cypress, California 90630
Phone: (657) 777-9828
Email: Brian.Tripolone@dtsc.ca.gov

Contractor Representative

Randy Schoellerman
Executive Director
San Gabriel Basin Water Quality Authority
1720 W. Cameron Ave., Suite 100
West Covina, California 91790
Phone: (626) 338-5555
Email: Randy@WQA.com

The DTSC Contract Administrator for this Contract will be:

DTSC Contract Administrator

Mei Yee Ho
Department of Toxic Substances Control
1001 I Street, PO Box 806
Sacramento, California 95812
Phone: (916) 322-9326
Email: MeiYee.Ho@dtsc.ca.gov

3. The contacts listed in Exhibit A, Section 2 may be changed at any time upon written notification to the other party with a copy to DTSC’s Contracts Unit.

4. **Background**

U.S. EPA has identified portions of the San Gabriel Valley Groundwater Basin with contaminated drinking water and listed them on the National Priorities List (NPL) as the San Gabriel Valley Superfund Site Areas 1-4. The Areas are further subdivided into eight operable units. This contract pertains to the SEMOU Operable Unit within San Gabriel Valley Superfund Site, Area 1. A map showing the location of the SEMOU is provided in Exhibit A, Figure 1.

The San Gabriel Valley Groundwater Basin is an important source of drinking water which has been contaminated through historical industrial activities and past improper chemical handling and disposal practices. In 1979, environmental monitoring activities in the San Gabriel basin revealed volatile organic compounds (VOCs) in shallow groundwater. Subsequent data collection efforts by water purveyors determined that VOCs also impacted deeper production wells at multiple locations within the basin. This finding triggered additional investigations that revealed the presence of VOCs throughout large areas of the San Gabriel basin. Specifically, nine Chemicals of Concern (COCs) detected in groundwater within the SEMOU were identified during the original CERCLA investigation process based on their contribution to overall human health risk. These COCs are benzene, 1,2-dichloroethane (1,2-DCA), 1,2-dichloroethene (1,2-DCE), cis-1,2-dichloroethene (cis-1,2-DCE), 1,2-dichloropropane (1,2-DCP), trichloroethene (TCE), tetrachloroethene (PCE), vinyl chloride (VC) and perchlorate. The water quality criteria for these COCs are listed in Exhibit A, Table 1.

5. **Site Cleanup History**

In the SEMOU, several drinking water wells impacted with VOCs at concentrations above drinking water standards led to Purveyor actions that included shutting down affected wells, blending affected well water with water from unaffected wells, and installing wellhead treatment systems to meet drinking water standards.

Interim Record of Decision

On September 29, 2000, U.S. EPA issued an Interim Record of Decision (IROD) (U.S. EPA 2000) for the SEMOU and selected a preferred alternative consisting of groundwater containment through extraction, VOC treatment, and monitoring.

Explanation of Significant Differences

In 2005, U.S. EPA issued an Explanation of Significant Differences (ESD) to address the need to potentially treat perchlorate in the SEMOU groundwater. Perchlorate was added to the list of SEMOU COCs.

Interim Remedy

The Interim Remedy selected by U.S. EPA, as required in the IROD and subsequent ESD, consists of the containment and treatment of groundwater in the intermediate zone of the aquifer in the western and central portions of the SEMOU that had been contaminated by the SEMOU COCs.

In 2008, U.S. EPA entered into a Cooperative Agreement with the San Gabriel Basin Water Quality Authority (WQA) to oversee the implementation of the Interim Remedy. WQA was created under the San Gabriel Basin Water Quality Authority Act to protect public health and safety by planning and financing groundwater extraction and treatment projects to be carried out by the WQA in the Main San Gabriel Basin, to provide potable water for beneficial uses in the basin, and to contribute to the basin-wide remedial objectives established by state and federal agencies.

The IROD also expresses a preference for drinking water end-use to achieve the goal of hydraulic containment of the contaminated groundwater. To that end, U.S. EPA selected drinking water production wells and treatment plants owned by three local drinking water purveyors (Purveyors): City of Monterey Park (CMP); San Gabriel Valley Water Company (SGVWC); and Golden State Water Company (GSWC) and operated in accordance with their associated drinking water permits, to serve as the SEMOU Interim Remedy wells. These Purveyors were selected because they had existing drinking water treatment systems within the SEMOU groundwater plume, drinking water permits, and associated water rights, which are required to extract groundwater in the adjudicated San Gabriel Valley Groundwater Basin. As part of its Cooperative Agreement with U.S. EPA, WQA entered into sub-agreements with the Purveyors to implement the Interim Remedy. U.S. EPA identified eight drinking water extraction wells operated by the Purveyors that could be pumped at target extraction rates to achieve containment of the COC-contaminated groundwater in the western and central portions of the SEMOU, as specified in Exhibit A, Table 2.

U.S. EPA incorporated the following Purveyor treatment plants shown on Exhibit A, Figure 2, along with their associated extraction wells, into the Interim Remedy:

- A. CMP-Delta and Klingerman Plants (subsequently combined, reconfigured and renamed the Centralized Groundwater Treatment System, or CGTS) shown on Exhibit A, Figure 3;
- B. SGVWC-Plant Number 8 shown on Exhibit A, Figure 4; and
- C. GSWC-San Gabriel Plant shown on Exhibit A, Figure 5.

Project descriptions for the Interim Remedy SEMOU treatment plants, as well as the locations and target operating rates of the Interim Remedy wells, are provided in Exhibit A, Table 2.

On May 10, 2012, U.S. EPA conducted a Remedial Action inspection of the SEMOU Interim Remedy features at the three Purveyors' treatment plants, and U.S. EPA determined the Interim Remedy elements to be Operational and Functional one year later on May 10, 2013. So began the Long-Term Response Action (LTRA) period of the Interim Remedy.

On September 1, 2024, following the end of EPA's LTRA period, and pursuant to the DTSC's obligation under Superfund State Contract No. 09-T9114 and subsequent amendments, effective September 1, 2024, DTSC assumed responsibility for the continued

implementation and oversight of the operation, maintenance, and monitoring of the Interim Remedy from U.S. EPA, as required by CERCLA.

On January 16, 2025, U.S. EPA signed a letter with a Site Transfer Plan confirming the terms of EPA's transfer of Operation and Maintenance Responsibilities for the SEMOU Interim Remedy to DTSC, effective September 1, 2024.

6. Documents

- A. The work conducted through this Contract shall be in accordance with the Contract and the documents (Documents) identified below, which are incorporated by reference. The Contractor agrees to provide services in accordance with any future modifications, amendments, or addenda to these documents subsequently approved by DTSC. In the event of a conflict between the various requirements set forth in the following documents, the requirements most recently published by U.S. EPA or DTSC shall apply unless those requirements are amended or modified by Exhibit A of this Contract or by DTSC in subsequent documents.
- i. 1993. U.S. EPA. Region IX. Policy on shared financing for remedial projects involving public use of treated groundwater. Doc ID: 88162719. December 27.
 - ii. 2000. U.S. EPA. Interim Record of Decision, San Gabriel Valley Superfund Site, South El Monte Operable Unit. September 1. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=5008392
 - iii. 2005. U.S. EPA. Explanation of Significant Differences to the 2000 Interim Record of Decision, South El Monte Operable Unit, San Gabriel Valley Superfund Sites, Area 1. November 10. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=6008374
 - iv. 2013a. U.S. EPA. Operational and Functional Determination for the South El Monte Operable Unit of the San Gabriel Valley Area 1 Superfund Site. May 10. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=60305040
 - v. 2013b. U.S. EPA. Remedial Action Report. San Gabriel Valley Area 1 Superfund Site – South El Monte Operable Unit (OU 5). August 16. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=60329436
 - vi. 2015a. CH2M Hill for U.S. EPA. Performance Evaluation Plan South El Monte Operable Unit San Gabriel Valley Superfund Sites Area 1. April 17. Available at:
https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=60314084
 - vii. 2015b. CH2M Hill for U.S. EPA. Technical Memorandum Modeling Evaluation of the SEMOU Interim Remedy Target Pumping Rates. July 28. Available at:

https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&doc_id=60396517

viii. 2022. DTSC. Imminent And Substantial Endangerment Determination. March 30.
Available at:

https://www.envirostor.dtsc.ca.gov/public/final_documents2?global_id=60001339&enforcement_id=60518247

ix. 2025. WQA. Quarterly Report (Reporting Period of October 2024 – December 2024) Superfund Support Agency Cooperative Agreement (V-99T29201) South El Monte Operable Unit. February 24.

x. 2025a. U.S. EPA. Transfer of Operation and Maintenance Responsibilities for the San Gabriel Valley Area 1 Superfund Site, South El Monte Operable Unit, to the California Department of Toxic Substances Control. Letter. January 16.

xi. 2025b. U.S. EPA. Transfer Plan, South El Monte Operable Unit Interim Remedy, San Gabriel Valley Superfund Site Area 1, U.S. EPA ID. No. CAD980677355. January 16.

B. Additionally, the treatment plants shall be operated consistent with the requirements provided in the following Operations, Maintenance and Monitoring Plans (OMMP) developed for each treatment plant and subsequent updates to those OMMPs, as well as the Operations and Maintenance Manuals (OMM) currently applicable to each plant:

i. 2012. Golden State Water Company. OMMP for the San Gabriel Treatment Plant, South San Gabriel System No. 1910223. June.

ii. 2023. Hazen and Sawyer. Operation, Maintenance, and Monitoring Plan, Wells 5, 9, 12 and 15, Centralized Groundwater Treatment System, 2657 Delta Avenue, Rosemead, California. January 18.

iii. 2023. Stetson Engineers. Revised OMMP for SGVWC Plant No. 8 Water Treatment Facility.

C. Additionally, the treatment plants shall be operated consistent with the requirements provided in the individual DDW permits and permit amendments issued or about to be issued to the individual treatment plants. In the event of any disagreement between the requirements of earlier and later permits issued to an individual treatment plant, the provisions of the later permit shall take precedence unless otherwise directed by DDW.

7. **Description of Services**

The Scope of Work shall include the following tasks, which are required to implement the Interim Remedy:

- Task 1: Operations
- Task 2: Maintenance

- Task 3: Administration
- Task 4: Reporting

The Contractor shall, including through the Contractor's Purveyor agreements, oversee the operation and maintenance of the Interim Remedy treatment systems as directed by DTSC and in accordance with the Documents listed in Exhibit A, Section 6, the Interim Remedy target pumping rates identified in Exhibit A, Attachment 1, and the cost assumptions for the following tasks as described in Exhibit B.

A. Task 1: Operations

The Contractor shall, including through the Contractor's Purveyor agreements, oversee the operations of the three Purveyors' groundwater treatment plants to ensure the target pumping rates in Table 2 are achieved for IROD compliance and ensure the IROD treatment systems are operated in accordance with their associated Drinking Water Permits to achieve drinking water standards. DTSC shall reimburse the Contractor and the Contractor shall reimburse the Purveyors for the following elements that are allowable per the Interim Remedy to the extent the costs are allocable to operation of the Interim Remedy on a reasonable, documented, actual cost or proportional basis:

- i. Power. Includes power needed to operate the treatment systems and other elements associated with the Interim Remedy treatment systems, as set forth in the OMMP.
- ii. Labor. Includes field employees necessary to operate the Interim Remedy treatment system (inspection, data/record collection, reporting, hydraulic monitoring throughout the treatment system, water quality sample collection, etc.). Management and administrative employees are not included here, but are included in Task 3: Administration.
- iii. Transportation. Includes vehicle maintenance, repairs, fuel, and insurance.
- iv. Water Quality Sampling. Includes monitoring as required by State of California Division of Drinking Water (DDW) or other regulatory authority for the Interim Remedy treatment systems. such as the associated Operations, Maintenance and Monitoring Plans (OMMP), and applicable permits for each Interim Remedy treatment system.
- v. Reports and Compliance. Includes administrative review, preparation, and submittal of DDW compliance, operation, and water quality reports, and invoicing reports, that are attributable to the Interim Remedy treatment systems, as required in the Documents listed in Exhibit A, Section 6 and as requested by DTSC.
- vi. Permits and Renewals. Includes various permits (DDW, Discharge, Certified Unified Program Agency) that are attributable to the Interim Remedy treatment systems.

- vii. Rental/Lease/Licenses/Internet. Includes rental or lease of tools and equipment dedicated specifically to Operations and Maintenance tasks performed on the Interim Remedy infrastructure, as well as software licenses and internet needed specifically for the Interim Remedy treatment systems.
- viii. Operations Monitoring/Central Control. Includes the monitoring and control of the treatment system contributed to the Interim Remedy as required in the Drinking Water Permit and associated OMMP to achieve the target pumping rates on Exhibit A, Table 2. If requested by the DTSC Contract Manager in writing, altered (increased or decreased) pumping rates for the purpose of optimizing Interim Remedy containment will be reimbursable. Total reimbursements shall not exceed the Contract Ceiling amount.
- ix. Materials and Supplies. Include materials and supplies directly associated with the operation of the Interim Remedy treatment systems.

B. Task 2: Maintenance

The Contractor will, including through the Contractor's Purveyor agreements, oversee the maintenance of the three groundwater treatment plants to ensure the treatment plants are maintained in accordance with their associated Drinking Water Permits including OMMP and Operation and Maintenance Manuals (OMM). The Contractor will ensure the Purveyors perform routine maintenance activities in accordance with the OMMP and the equipment manufacturers specifications in the OMM for the Interim Remedy wells and treatment systems. The Contractor shall require Purveyors to perform periodic maintenance of the Interim Remedy treatment system equipment with qualified contractors if necessary. All maintenance activities must be logged on a daily basis for each Interim Remedy well or treatment system and provided to DTSC within 10 calendar days following the end of each month with projections for periodic maintenance for the next months.

The Contractor shall, including through the Contractor's Purveyor agreements, ensure the treatment plants for the Interim Remedy are in working order by ensuring the Purveyors perform necessary repairs in a timely manner and report the repairs in the daily log. Any repairs required that are beyond the budgeted amount shall require preapproval by DTSC. The Contractor shall reimburse the Purveyors for the following elements that are allocable to the Interim Remedy on a reasonable, documented, proportional basis and included in the Budget in Section B:

- i. Extraction Wells including Pipelines, Reservoirs, Boosters, Program Logic Controller, computers, starters, meters, valves, sample taps, directly related with operation of the Interim Remedy treatment systems.
- ii. Treatment Facilities including Liquid Phase Granular Activated Carbon (LGAC) and Vapor Phase Granular Activated Carbon (VGAC) vessels, air strippers, booster pumps, and UV treatment systems including Peroxide. Variable Frequency Drives (VFDs), analyzers, flow meters, pressure gauges, directly associated with operation of the Interim Remedy treatment systems.

- iii. Facility Maintenance: including custodial services, landscaping, weed abatement, painting, associated with operation of the Interim Remedy treatment systems.
- iv. Carbon and UV Lamp Purchase, Replacement, and Disposal including media replacement for LGAC and VGAC or other comparable media.

C. Task 3: Administration

Contractor must provide all administrative services necessary or appropriate to carry out the requirements of this Contract that are allocable to the Interim Remedy on a reasonable, documented, proportional basis, including project coordination with DTSC and other regulatory authorities, budgeting, payments, invoicing, cost accounting, legal, records retention, meetings and conference calls, and administration of subcontracting related to the Interim Remedy. Without limitation, the Contractor must:

- i. Communicate with DTSC on operational status, including through telephone meetings, the quarterly summary reports and quarterly operations meetings. Contractor must identify and bring to DTSC's attention in a timely manner any problems or issues associated with the activities conducted under this Agreement.
- ii. Provide DTSC staff and representatives with access to the Interim Remedy treatment systems as needed.
- iii. Coordinate with DTSC's Contractors including DTSC's engineering consultant for sampling of monitoring wells. The Contractor will coordinate site access and support DTSC's engineering consultant with the transfer of purge water generated while implementing the overall groundwater monitoring program for the Interim Remedy.
- iv. Coordinate with Purveyors to ensure the Interim Remedy extraction wells are operated to achieve the target production rate as detailed in Exhibit A, Attachment 1. If requested by the DTSC Contract Manager in writing in a Work Order or Field Order, altered (increased or decreased) pumping rates for the purposes of optimizing Interim Remedy containment, will be reimbursable. Total reimbursements shall not exceed the Total Contract Amount identified in the budget breakdown table (Exhibit B, Attachment 1).

D. Task 4: Reporting

Contractor shall oversee the Purveyors to ensure all required reporting related to the Interim Remedy treatment systems as outlined in the Documents listed in Exhibit A, Section 6, and Exhibit A, Attachment 1, is provided to DTSC including the reporting required by DDW in the Drinking Water Permits and/or as otherwise directed by DTSC. The Contractor shall ensure the Purveyors provide monthly maintenance reports required by the Drinking Water Permit. The Monthly Drinking Water Permit Report submitted to DDW may fulfil this requirement. A monthly monitoring report of the treatment system must be submitted to the DTSC by the 10th day of the following month. Electronic copies of the daily Operations and Maintenance records required in the

OMMP must be included as attachments to the monthly report. At a minimum, the report shall include:

- i. A summary of analytical results received in the reporting calendar month.
- ii. A summary of all contaminants in the upgradient surveillance wells, Interim Remedy wells and the treatment plant effluent detected at or above MCLs or NLs.
- iii. A summary of the bacteriological quality of water leaving the LGAC.
- iv. A summary of the Maintenance Records including: daily logs and maintenance reports associated with the invoices.
- v. A summary of the Operational Records, including:
- vi. The daily operation, time of use and production of the Interim Remedy wells.
- vii. The daily operation, length of time in use, and production through each treatment unit.
- viii. When and in what vessel was LGAC carbon last changed out.
- ix. Summary of all process monitoring.
- x. Daily free chlorine residual readings leaving the Interim Remedy treatment system.
- xi. Operation schedule and problems; both scheduled interruptions and any unscheduled interruption.

The Contractor shall provide DTSC with Quarterly Reports and an Annual Summary Report for the Interim Remedy treatment systems in a format similar to the reports submitted to U.S. EPA and agreed to by DTSC. These reports are due 45 days after the completion of the month and shall summarize work progress to date, future work schedules, expenditures for the reporting period, data on water quality if not already available on the State drinking Water System (<https://sdwis.waterboards.ca.gov/PDWWW/>), flow rates, and other operational data, total expenditures to date, expected expenditures for the next reporting period. These reports shall include groundwater production (in gpm and acre-feet) from the prior quarter compared to minimum required pumping rates, the reasons for variances, the latest water quality data from the Interim Remedy extraction wells, and any significant operational issues (groundwater treatment issues, unusual maintenance activities, and new well construction).

EXHIBIT A, ATTACHMENT 1

Figure 1: San Gabriel Valley Superfund Site Location Map

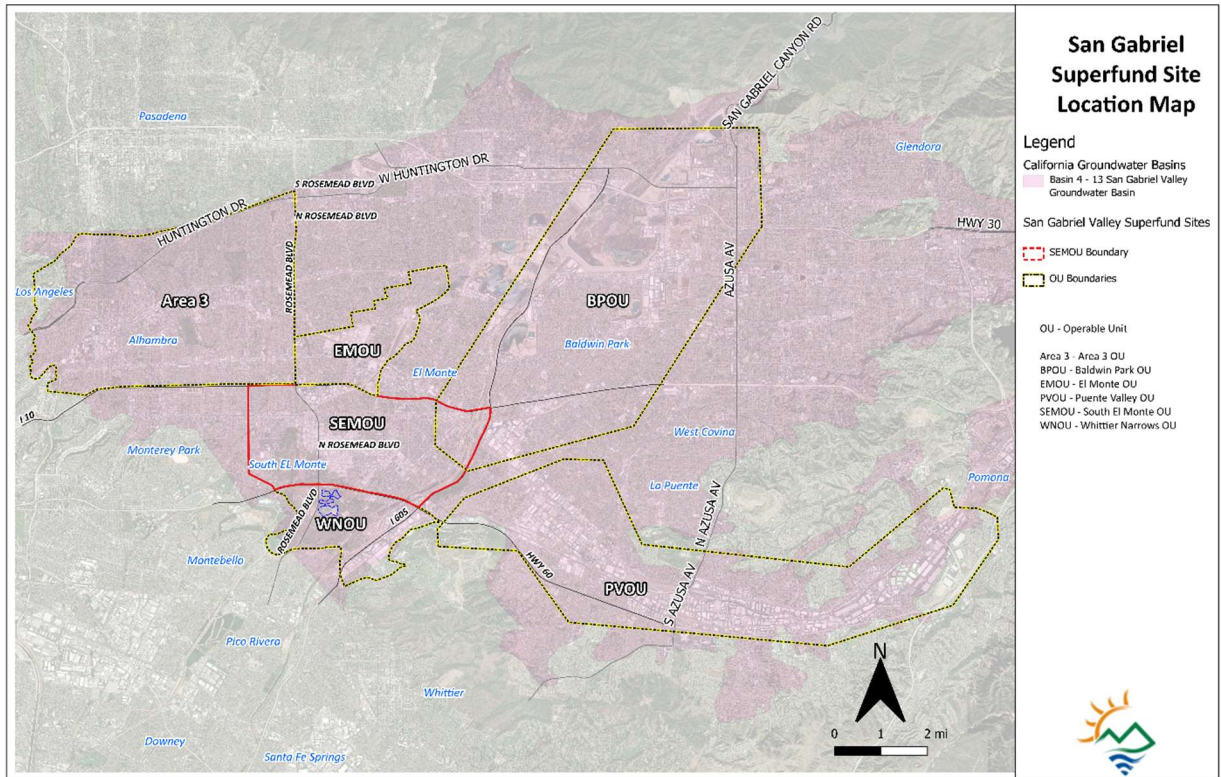


Table 1: Contaminants of Concern

Compound	CAS	Acronym	Criterion	Criterion Source
Benzene	71-43-2	B	1 µg/L	California MCL
1,2- dichloroethane	107-06-2	1,2-DCA	0.5 µg/L	California MCL
1,2- dichloroethene (mixed isomers)	540-59-0	1,2-DCE	-	-
cis-1,2- dichloroethene	156-59-2	cis-1,2-DCE	6 µg/L	California MCL
1,2-dichloropropane	78-87-5	1,2-DCP	5 µg/L	California MCL
Tetrachloroethene	127-18-4	PCE	5 µg/L	U.S. EPA MCL
Trichloroethene	79-01-6	TCE	5 µg/L	U.S. EPA MCL
Vinyl Chloride	75-01-4	VC	0.5 µg/L	California MCL
Perchlorate	14797-73-0	-	6 µg/L	California MCL

Figure 2: SEMOU Treatment Plant Locations

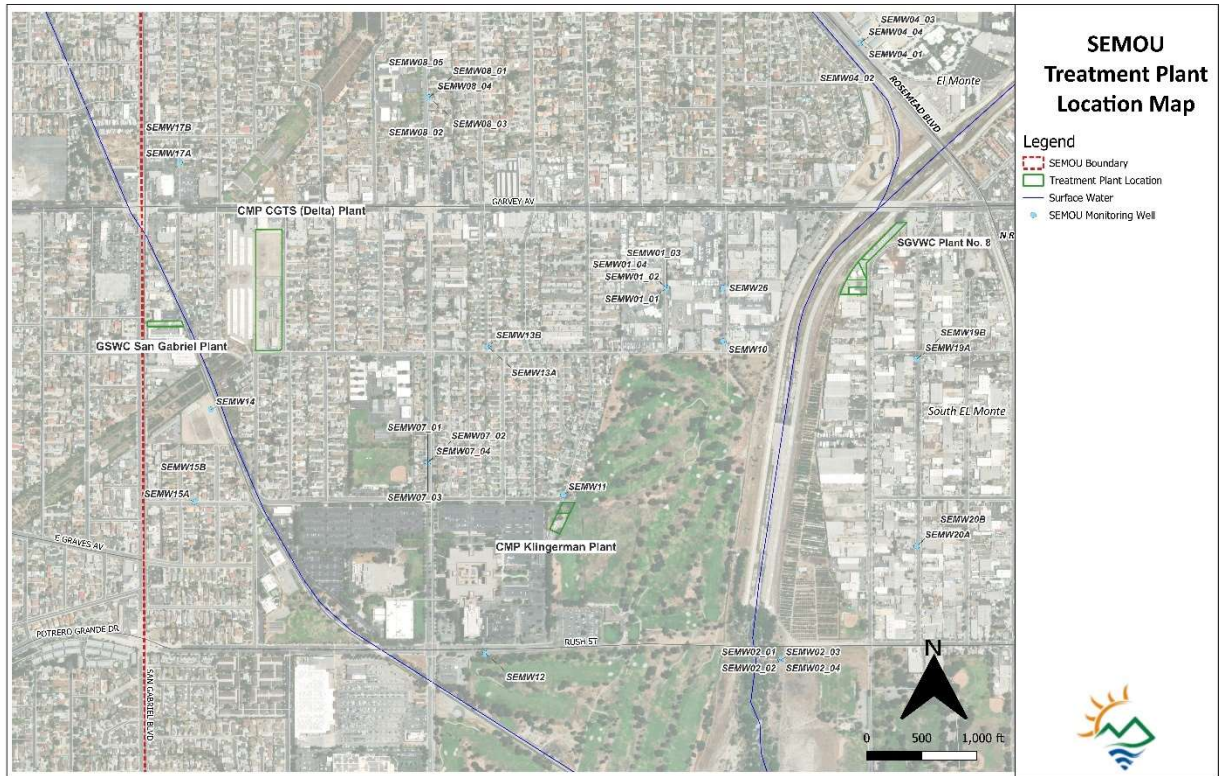


Table 2: Interim Remedy Production Rates

Treatment System Production Well	Target Production Rates ³			Maximum Production Rates
	GPM ¹	AFQ ²	AFY ³	GPM
City of Monterey Park – Centralized Groundwater Treatment System				
Well 5	130	52	210	-
Well 12	1,800	726	2,905	-
Well 15	1,750	706	2,825	-
Sub-total	3,680	1,484	5,936	7,000
Golden State Water – San Gabriel Plant				
Combined: Well SG1 + Well SG2				
Sub-total	870	351	1,403	1,650
San Gabriel Valley Water Company - Plant No. 8				
Well 8B	0	0	0	
Well 8C	650	262	1,048	
Well 8D	650	262	1,048	
Sub-total	1,300	524	2,096	5,000
Total	5,850	2,359		

Notes:

- 1- Rates converted from minimum annual average pumping rates provided in the 2015 WQA-U.S. EPA 2015 Cooperative Agreement in units of GPM to AFY (conversion factor 0.61299)
- 2- GPM = gallons per minute
- 3- AFQ = acre feet per quarter
- 4- AFY = acre feet per year

Figure 3: CMP Centralized Groundwater Treatment System



Figure 4: SGWC Plant No. 8

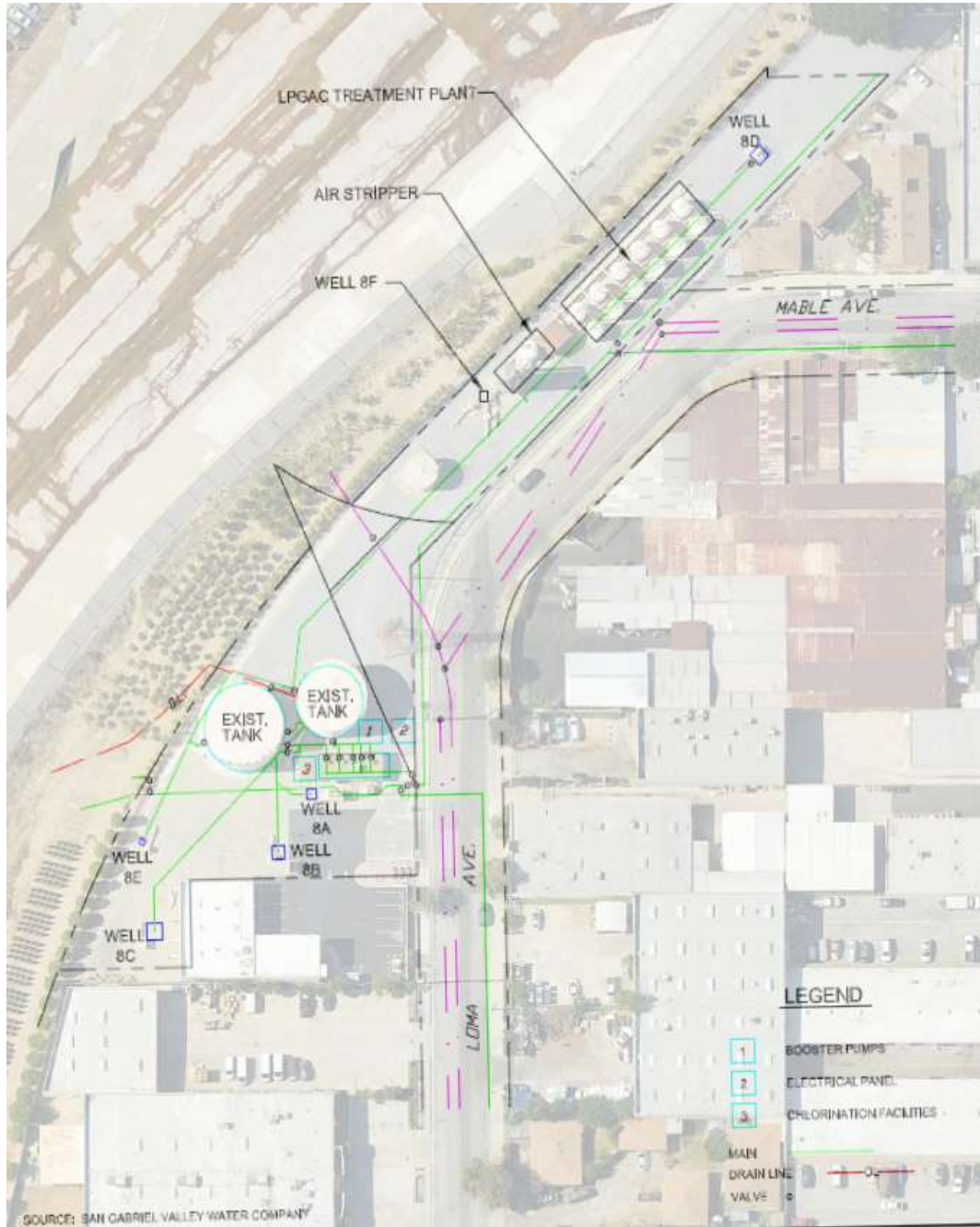


Figure 5: GSWC San Gabriel Plant

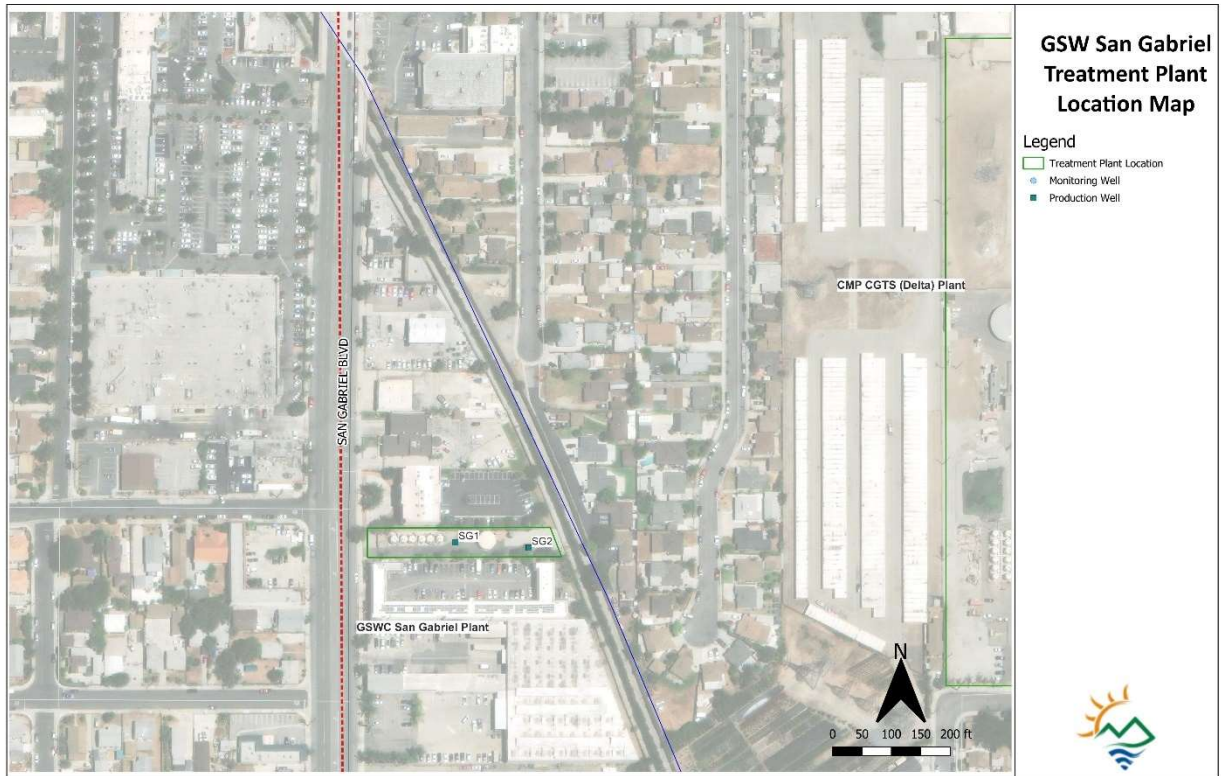


EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The Contractor will be paid in the manner described below.
- B. The budget is based on the Interim Remedy target pumping rates in Table 2. Costs associated with pumping at rates greater than the maximum pumping rates in Table 2 are excluded from the Interim Remedy and are not reimbursable unless approved in writing by DTSC in a Work Order.
- C. The Budget is based on costs for Operations, Maintenance, Administration and Reporting task elements that are allocable to the Interim Remedy. Where an overlap exists between Interim Remedy and non-Interim Remedy costs, then costs shall be apportioned to the Interim Remedy on a reasonable, documented, proportional basis. Reimbursement for Non-Interim Remedy costs would be at the discretion of the Contract Manager, and would require approval in writing by DTSC in a Work Order with supporting documentation and rationale.
- D. Quarterly invoicing for labor will be fixed at an amount equal to one quarter (1/4) of the annual labor amounts in the detailed budget tables (fixed annual labor unit rate, or “Unit Rate”) plus any specified administrative and general overhead percentage. Invoicing for other direct costs will reflect actual costs for Interim Remedy costs only and shall not include a markup. Invoices for actual costs will be provided as supporting material along with the quarterly Contractor invoice. The parties acknowledge that actual costs for power and laboratory fees may differ from the budgeted amount based on any differential between such budgeted power costs and laboratory fees and the actual power costs and laboratory fees. To the extent that such a difference in power and laboratory costs is incurred, the amount of the Contractor invoice will be increased or decreased in order to account for such a difference in costs, together with an explanation for each increase or decrease from budget shown along with all reasonably necessary backup to support such increase or decrease.
- E. The agreed amounts will be subject to escalation at the Consumer Price Index (CPI) for Los Angeles, or up to a maximum of 3% annual escalation, whichever is the lesser, beginning in Fiscal Year 2025/2026.
- F. Annually, estimated sampling, labor, power and other costs may be adjusted based on actual costs from the prior year and used, along with reasonably anticipated non-recurring costs, to estimate annual costs for the forthcoming contract year. Any such adjustment will be made in writing in a Work Order, which would have the effect of amending the contract budget. If total costs are projected to exceed the total contract amount in the forthcoming contract year, a contract amendment shall be negotiated. Additionally, either DTSC or the Contractor may identify a potential future need for a contract amendment sooner than annually based on quarterly or more frequent cost tracking indicating a potential exceedance of the total contract amount and shall request negotiation of a contract amendment with the other party to this Contract.

- G. On an annual basis, the Contractor and DTSC shall meet four (4) months before the start of the budget year to discuss and revise the following year's budget, if necessary. Adjustments to the following contract year's budget shall reflect updates to expected costs for operations and maintenance, and the escalation factor set forth in Ex. B, Paragraph D, above. The annual Labor Unit Rates shall be reviewed and revised, if necessary, based on actual labor costs from the prior year. Pumping rates for the ensuing year shall be revised by DTSC if necessary and estimated associated costs (including power costs) shall be revised accordingly. Any changes that increase the cost to the State beyond the total contract amount set forth in the existing budget will require an amendment to this Agreement. Updated budgets from these annual reviews will become the basis for superseding outdated estimates in the budget tables (Exhibit B, Attachment 2) and must be documented in writing in a Work Order.
- H. In the event an annual budget cannot be agreed to between the Contractor and DTSC prior to the beginning of a new contract year, (i.e. September 1 through August 31 the following year) the estimate from the corresponding year in the five (5) year budget (see Exhibit B, Attachment 2) will be used for payment until such an agreement between the parties is reached.
- I. The Contractor will prepare and provide DTSC a budget for the subsequent five-year period prior to March 15, 2029. The five-year budget will include the estimated cost of operations, maintenance, repair, and identify the anticipated change out schedule for larger cost consumables that are not replaced routinely (such as carbon). The Contractor agrees to negotiate subsequent five-year budgets and reach an agreement under which the Contractor will continue to perform such work required to operate and maintain the Interim Remedy treatment systems.
- J. The Contractor, including through the Contractor's Purveyor agreements, must obtain prior DTSC approval for any additional work on the Interim Remedy plant components for which DTSC reimbursement will be sought, except for an emergency repair event as detailed below. Such additional work is subject to the 'Unanticipated Tasks' provision detailed below and requires a Work Order. For non-emergency additional work for which DTSC reimbursement will be sought, the Contractor will provide to DTSC, and confirm DTSC is in receipt of, sufficient complying and supporting information to enable the additional work request to be reviewed by DTSC including justification for the requested work, along with a minimum of two (2) detailed bids for subcontractor work, and a detailed estimate for costs for Purveyor work. Within 30 days of confirming receipt of the additional work request, DTSC will review the additional work request and request additional information, reject the request with rationale or approve the request. Notwithstanding the above, work for which DTSC reimbursement will not be sought may be performed without DTSC approval; however, a subsequent reimbursement request for additional work on Interim Remedy plant components received after the fact may be rejected by DTSC.
- K. While the Contractor is waiting for approval by the DTSC contract manager for any aspect of the additional work, the Contractor may suspend performance of the additional work until the parties reach agreement on the necessity and cost of such work, but the Contractor must otherwise continue to perform all other work and

services provided herein to the extent such work and services are not affected by the need for additional work.

- L. Emergency repairs are defined as repair work that is immediately necessary to prevent imminent and substantial damage to property or harm to individuals or the environment. The Contractor may perform, or may permit the Purveyors to perform, the minimum emergency repair work necessary to prevent substantial damage to property or harm to individuals or the environment without prior DTSC approval; however, DTSC should be notified within 24 hours of the emergency repair work. All emergency repair work, emergency repair costs and agreed upon rates shall be documented in a Work Order. The Work Order, which may out of necessity be prepared during or after completion of emergency repairs, shall be signed by the Contractor and DTSC, to document this modification to the Contract. Repair work above and beyond the minimum necessary emergency repairs shall be considered additional work and shall be subject to the pre-approval requirements for additional work as well as the Work Order process, which shall be completed before additional work commences.
- M. The Contractor shall submit each quarterly invoice to DTSC 60 days after the quarter to which the invoice applies. Without prejudice against its right to dispute any costs in each invoice, DTSC shall pay such invoice in accordance with the paragraphs below. DTSC may dispute an invoice for reasonable cause if DTSC notifies the Contractor within 15 working days from receipt of the invoice, or delivery of property or services, whichever is later. If DTSC and the Contractor are unable to resolve any dispute regarding the amount of any costs in such invoice, either party may invoke the dispute resolution procedures of this Agreement.
- N. Contractor will be paid upon satisfactory completion of work and receipt of a proper and complete invoice from the Contractor. The Contractor shall bill the DTSC in arrears quarterly for actual expenditures incurred in accordance with rates specified and by this reference made part hereof.
- O. Invoices shall be submitted in duplicate: one (1) original hard copy on the Contractor's letterhead and one (1) copy in PDF format by email to the DTSC Contract Manager. The invoice shall include the Contract number and dates of service covered. Submit all invoices to:

Department of Toxic Substances Control
Attn: Accounts Payable, Contract No. 24-T5231
P. O. Box 806, Floor 21-B
Sacramento, California 95812-0806

- P. Unanticipated Tasks:
 - i. If any goods or services are required that are not already covered by the Contract, or reasonably necessary for the performance of the services in the Contract, and for which no rate exists in the Cost Sheet, the DTSC Contract Manager and the Contractor will negotiate the costs. Other direct cost items which may be used during the performance of unanticipated tasks under this Contract which are not included in fully loaded rates shall be billed to DTSC at their actual cost without a

markup fee. These direct cost items include, but are not limited to, the actual cost of subcontractors, permits, freight and delivery, materials, and equipment rentals. The DTSC Contract Manager may require the Contractor to obtain multiple quotes for any goods or services or other direct cost items which cannot be provided directly by the Contractor.

ii. The contingency funds are available for unanticipated tasks and require written approval through a Work Order.

Q. All rates for the term of this Contract will be "Fully Loaded Rates." The annual labor unit rates for this Contract include all services required to perform the tasks as described in this Contract, including labor, administration, and overhead. Estimated costs for non-labor costs include all cost components for all goods, subcontractors, supplies, vehicles, equipment, or other direct costs required to perform all of the tasks described in Exhibit A, Scope of Work. Repairs and Betterments to the Interim Remedy treatment systems are excluded from this Contract. In addition, and without limitation, the rates are fully loaded to include the items described in the Scope of Work.

2. 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 Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, DTSC shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and the Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purpose of this program, State shall have the option to either cancel this Contract with no liability occurring to State, or offer a Contract amendment to the Contractor to reflect the reduced amount.

3. 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. An incomplete/disputed invoice will be returned to the Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

4. Budget

The Budget items are separated into four categories: (1) Operations; (2) Maintenance; and (3) Administration and (4) Reporting. The budget items within these categories are described in the Scope of Work in Exhibit A.

Assumptions used to develop the Budget Estimates are provided in the following summary table.

Detailed cost estimate Budgets are provided after the Assumptions Summary Table.

ATTACHMENT 1

Assumptions Summary Table:

Assumption	CMP CGTS Plant	SGVWC Plant 8	GSW– San Gabriel Plant
Total Contract Amount (Not to Exceed)	Total not-to-exceed contract amount is \$10,000,000 including contingency. Amount is consistent with WQA cost projections (WQA, 2025).		
Interim Remedy Target Pumping Rate (GPM)	3,680	1,300	870
Carbon			
- No. of Changeout Events (Total in 5 yrs)	1	1	5
- No. of Vessels Changed (Total for all events in 5 yrs.)	11	6	3
	Notes Lead vessel changeout only. F400 media type. 22 vessels total in Interim Remedy.	Lead vessel changeout only. F400 media type. 12 vessels total in Interim Remedy.	2 vessels changed each event. Coconut media type. 6 vessels total in Interim Remedy
UV		[NA]	[NA]
- No. Trains at Target flow rate	2		
- No. Chambers (Total)	6		
- No. Replacement Events (5 years)	1		
- Max (up to) No. UV Lamp Replacements (Total Lamps replaced in 5 years).	864		
	Notes (144 lamps per chamber, 3 chambers per train, 2 trains). Est 12,000 hr lamp life.		
Labor	Labor effort to be invoiced quarterly on a Unit Rate basis , at an amount equal to one quarter of the annual total in the Detailed Estimate Tables below. Detailed estimate include time pro-rata only for those hours dedicated to the Interim Remedy. This effort may include Interim Remedy operator field hours and report preparation as described in Exhibit A (“Scope of Work”). Annually, actual labor costs will be evaluated to adjust labor rates for future years. Labor effort for items that are allocable to general water production roles (e.g., lift, transfer, distribution) that would be required even in the absence of the Interim Remedy may be excluded by DTSC (U.S. EPA 1993).		
Water Quality Compliance Testing	Sampling costs are to reflect only dedicated Interim Remedy costs and associated COCs. Other costs for analyses that are not COCs, or rush charges not associated with a direct requirement from DDW may be excluded by DTSC.		
Power	Power costs are to reflect only those costs dedicated to the Interim Remedy and its associated treatment processes. Other power costs for plant and equipment that are not in the Interim Remedy, or that would be incurred even in the absence of the Interim Remedy as routine Water Production costs may be excluded by DTSC (U.S. EPA 1993).		
Other purchases	Other recurring or non-routine costs (e.g. hydrogen peroxide, filters, parts) shall reflect only dedicated Interim Remedy costs. Operational efficiencies shall be identified and implemented. Charges for items not in the Interim Remedy or that would be incurred even in the absence of the Interim Remedy may be excluded by DTSC (U.S. EPA 1993).		

ATTACHMENT 2

1. ESTIMATED TOTAL BUDGET SUMMARY TABLE – TOTAL

5/15/2025 CONTRACTOR T&M COST ESTIMATE (Page 1 of 5) SOUTH EL MONTE OPERABLE UNIT OF THE SAN GABRIEL VALLEY AREA 1 SUPERFUND SITE CONSOLIDATED ANNUAL BUDGET SUMMARY SEMOU INTERIM REMEDY SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2029					
Budget Items	2024-25	2025-26	2026-27	2027-28	2028-29
San Gabriel Valley Water Company Plant 8	\$347,899	\$422,539	\$435,215	\$448,271	\$461,719
City of Monterey Park CGTS	\$1,043,467	\$970,538	\$1,193,370	\$1,220,321	\$1,051,414
Golden State Water Company SG1/2	\$34,517	\$45,852	\$47,228	\$48,645	\$50,104
Water Quality Authority (WQA)	\$46,546	\$47,942	\$49,381	\$50,862	\$52,388
<i>Estimated Annual Costs</i>	<i>\$1,472,428</i>	<i>\$1,486,871</i>	<i>\$1,725,193</i>	<i>\$1,768,099</i>	<i>\$1,615,626</i>
<i>Total</i>					<i>\$8,068,217</i>
<i>Contingency (Carbon, Non-Recurring Costs etc)</i>	<i>\$302,795</i>	<i>\$204,346</i>	<i>\$957,039</i>	<i>\$319,035</i>	<i>\$148,567</i>
<i>Total</i>					<i>\$1,931,783</i>
Total Annual Budget Estimate ^{1,2}	\$1,775,224	\$1,691,217	\$2,682,232	\$2,087,134	\$1,764,193
Total Budget	\$10,000,000				
Note 1: Sum of Budgets for: (1) SGVWC Plant 8; (2) CMP Central Groundwater Treatment System; (3) GSW San Gabriel Plant; and (4) WQA Administrative Costs.					
Note 2: Individual treatment system budgets are detailed on subsequent pages.					

2. BUDGET SUMMARY TABLE – SGVWC

CONTRACTOR T&M COST ESTIMATE (Page 2 of 5)						
SOUTH EL MONTE OPERABLE UNIT OF THE SAN GABRIEL VALLEY AREA 1 SUPERFUND SITE						
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM						
OPERATION, MAINTENANCE, AND REPAIR BUDGET - SEMOU INTERIM REMEDY						
SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2029						
San Gabriel Valley Water Company Plant 8						
Budget Items		2024-25	2025-26	2026-27	2027-28	2028-29
	Escalation		1.03	1.03	1.03	1.03
	Production Target - AF (Target 2,100 AF/Yr = 525 AF/Q)	1,000	2,100	2,100	2,100	2,100
1. Operations						
	a. Power	\$30,000	\$63,000	\$64,890	\$66,837	\$68,842
	- Lift	\$0	\$0	\$0	\$0	\$0
	- Transport	\$0	\$0	\$0	\$0	\$0
	- Treatment	\$0	\$0	\$0	\$0	\$0
	Administrative Overhead 5%	\$1,500	\$3,150	\$3,245	\$3,342	\$3,442
	Subtotal	\$31,500	\$66,150	\$68,135	\$70,179	\$72,284
	U b. Labor - UNIT RATE					
	i. Baseline Operation	\$0	\$0	\$0	\$0	\$0
	ii. Active Operation based on estimated Production (AF/Y)	\$22,431	\$48,519	\$49,974	\$51,474	\$53,018
	c. Transportation	\$11,700	\$12,051	\$12,412	\$12,784	\$13,168
	d. Water Quality Compliance Testing	\$116,335	\$119,825	\$123,420	\$127,122	\$130,936
	e. Reports and Compliance	\$88,952	\$91,621	\$94,370	\$97,201	\$100,117
	f. Permits and Renewals	\$0	\$0	\$0	\$0	\$0
	g. Rental/Tax/Licenses/Internet	\$9,921	\$10,218	\$10,525	\$10,841	\$11,166
	h. Operations Monitoring/Central Control	\$12,804	\$13,188	\$13,584	\$13,991	\$14,411
	i. Insurance	\$9,210	\$9,486	\$9,771	\$10,064	\$10,366
	j. Materials and Supplies	\$0	\$0	\$0	\$0	\$0
	Administrative and General Overhead/Margin on b. (20%) ¹	\$4,486	\$9,704	\$9,995	\$10,295	\$10,604
	Subtotal	\$275,839	\$314,612	\$324,050	\$333,772	\$343,785
2. Maintenance ²						
	b. Extraction Wells/Conveyance Pipelines	\$0	\$0	\$0	\$0	\$0
	c. Treatment Facilities	\$0	\$0	\$0	\$0	\$0
	1. Air Stripper Packing Change Out	\$0	\$0	\$0	\$0	\$0
	2. Air Stripper Hydrochloric Acid	\$40,560	\$41,777	\$43,030	\$44,321	\$45,651
	3. UV Maintenance Services	\$0	\$0	\$0	\$0	\$0
	4. UV Lamp Replacement Services	\$0	\$0	\$0	\$0	\$0
	5. UV System Crain Inspection	\$0	\$0	\$0	\$0	\$0
	6. AOC Hydrogen Peroxide	\$0	\$0	\$0	\$0	\$0
	7. Sodium Hypochlorite	\$0	\$0	\$0	\$0	\$0
	8. Blending Line	\$0	\$0	\$0	\$0	\$0
	d. Facility Maintenance	\$0	\$0	\$0	\$0	\$0
	e. Carbon Purchase and Disposal³	\$0	\$0	\$0	\$0	\$0
	1. Carbon VGAC Change Out	\$39,000	\$0	\$0	\$43,000	\$0
	2. Carbon LGAC Change Out	\$0	\$0	\$327,000	\$0	\$0
	Subtotal	\$79,560	\$41,777	\$370,030	\$87,321	\$45,651
Total Annual Cost		\$386,899	\$422,539	\$762,215	\$491,271	\$461,719
Total Budget⁴						\$2,524,644
Notes						
	1 Labor only					
	2 These costs require prior approval					
	3 Carbon change out based on reasonable frequency estimate in working assumptions. Reasonable cost estimate reflecting partial (lead or lag vessel pair) changeout. May include ion exchange on DTSC approval.					
	4 Total over 5-year contract period					
Working Assumptions						
	A Annual Treatment System Pumping Rate (target pumping rates are 1,300 GPM / 2,097 AFY)	AF/Yr	2097	GPM	1300	
	B No. of carbon change out events over no. of years	No. events	1	over	5	years.
	C No. of vessels (lead or lag) to be changed out per event	No. Vessels	6			(6 vessels total, 3 pairs)

3. BUDGET SUMMARY TABLE – CMP

5/15/2025						
CONTRACTOR T&M COST ESTIMATE (Page 3 of 5)						
SOUTH EL MONTE OPERABLE UNIT OF THE SAN GABRIEL VALLEY AREA 1 SUPERFUND SITE						
GROUNDWATER EXTRACTION AND TREATMENT SYSTEM						
OPERATION, MAINTENANCE, AND REPAIR BUDGET - SEMOU INTERIM REMEDY						
SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2029						
City of Monterey Park Centralized Groundwater Treatment System						
Budget Items		2025	2026	2027	2028	2029
	Escalation		1.03	1.03	1.03	1.03
	Production Target - AF (Target 5,940 AF/Yr, =1,485 AF/Q)	5,940	5,940	5,940	5,940	5,940
1. Operations	a. Power	\$150,000	\$154,500	\$159,135	\$163,909	\$168,826
	- Lift	\$0	\$0	\$0	\$0	\$0
	- Transport	\$0	\$0	\$0	\$0	\$0
	- Treatment	\$0	\$0	\$0	\$0	\$0
	Administrative Overhead 5%	\$7,500	\$7,725	\$7,957	\$8,195	\$8,441
	Subtotal	\$157,500	\$162,225	\$167,092	\$172,105	\$177,268
	U b. Labor - UNIT RATE					
	i. Baseline Operation	\$0	\$0	\$0	\$0	\$0
	ii. Active Operation based on estimated Production (AF/Y)	\$175,000	\$180,250	\$185,658	\$191,227	\$196,964
	c. Transportation	\$0	\$0	\$0	\$0	\$0
	d. Water Quality Compliance Testing	\$144,000	\$148,320	\$152,770	\$157,353	\$162,073
	e. Reports and Compliance	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
	f. Permits and Renewals	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506
	g. Rental/Tax/Licenses/Internet	\$1,800	\$1,854	\$1,910	\$1,967	\$2,026
	h. Operations Monitoring/Central Control	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020
	i. Insurance	\$0	\$0	\$0	\$0	\$0
	j. Materials and Supplies	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
	Administrative and General Overhead/Margin on b. (20%) ¹	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393
	Subtotal	\$462,800	\$476,684	\$490,985	\$505,714	\$520,885
2. Maintenance²	b. Extraction Wells/Conveyance Pipelines	\$45,000	\$46,350	\$47,741	\$49,173	\$50,648
	c. Treatment Facilities	\$0	\$0	\$0	\$0	\$0
	1. Air Stripper Packing Change Out	\$0	\$0	\$0	\$0	\$0
	2. Air Stripper Hydrochloric Acid	\$0	\$0	\$0	\$0	\$0
	3. UV Maintenance Services	\$31,000	\$31,930	\$32,888	\$33,875	\$34,891
	4. UV Lamp Replacement Services⁴	\$196,667	\$98,334	\$295,000	\$295,000	\$98,334
	5. UV System Crane Inspection	\$1,500	\$1,545	\$1,591	\$1,639	\$1,688
	6. AOC Hydrogen Peroxide	\$144,000	\$148,320	\$152,770	\$157,353	\$162,073
	7. Sodium Hypochlorite	\$0	\$0	\$0	\$0	\$0
	8. Blending Line	\$0	\$0	\$0	\$0	\$0
	d. Facility Maintenance	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
	e. Carbon Purchase and Disposal³	\$0	\$0	\$490,000	\$0	\$0
	1. Carbon VGAC Change Out	\$0	\$0	\$0	\$0	\$0
	2. Carbon LGAC Change Out	\$0	\$0	\$0	\$0	\$0
	Subtotal	\$423,167	\$331,629	\$1,025,294	\$542,503	\$353,261
Total Annual Budget		\$1,043,467	\$970,538	\$1,683,370	\$1,220,321	\$1,051,414
Total Budget⁵						\$5,969,110
Notes						
	1 Labor only					
	2 Assumes one (1) UV lamp changeout across 5 year period based on UV train capacity and target flow rate. Costs require prior approval					
	3 Assumes one (1) carbon change out of lead vessels only based on reasonable frequency estimate and UV pre-treatment. Reasonable cost estimate reflecting partial (lead or lag vessel pair) changeout.					
	4 Lamp Life is 12,000 hrs, 1.5 years. Two treatment trains only (of three) required to meet target extraction rate.					
	5 Total over 5-year contract period					
Working Assumptions						
	A Annual Treatment System Pumping Rate (target pumping rates are 3,680 GPM / 5,936 AFY)	AF/Yr	5940	GPM	3680	
	B No. of carbon change out events over no. of years	No. events	1	over	5	years.
	C No. of vessels (lead or lag) to be changed out per event	No. Vessels	11	(22 vessels total, 11 pairs)		

5. BUDGET SUMMARY TABLE – WQA

5/15/2025 CONTRACTOR COST ESTIMATE (Page 5 of 5) SOUTH EL MONTE OPERABLE UNIT OF THE SAN GABRIEL VALLEY AREA 1 SUPERFUND SITE FUND ADMINISTRATION BUDGET - SEMOU INTERIM REMEDY SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2029 San Gabriel Basin Water Quality Authority (WQA)						
Budget Items		2024-25	2025-26	2026-27	2027-28	2028-29
	Escalation		1.03	1.03	1.03	1.03
	LS Labor Cost	\$34,997	\$36,047	\$37,128	\$38,242	\$39,389
	LS Benefit Cost	\$11,549	\$11,895	\$12,252	\$12,620	\$12,999
Total Annual Estimate		\$46,546	\$47,942	\$49,381	\$50,862	\$52,388
Total Budget						\$247,119

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Accounting Requirements**

Contractor shall establish an accounting system using generally acceptable accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization. The accounting system must include adequate cost accounting procedures that will provide accurate costs for not only this Contract but also subcontracts, if any.

2. **Contract Limits**

Other than as specified herein, no document or communication passing between the parties shall be deemed a part of this Contract.

3. **Approval of Work**

Notwithstanding the Approval Clause in Exhibit C, General Terms and Conditions, (GTC) this Contract requires that all work performed shall be inspected, reviewed, and approved by the Contract Manager prior to payment. Payment for services is conditional upon the Contractor's conformance to the requirements of the Scope of Work, Exhibit A. The Department of Toxic Substances Control's (DTSC) acceptance shall not be unreasonably withheld. If any service performed is deemed not acceptable, the Contract Manager or designee shall advise the Contractor in writing what areas are not acceptable.

4. **Assignment of Rights, Delegation of Duties**

Contractor shall not transfer by assignment, delegation, subcontract, or notation the performance or benefits of this Contract or any part thereof, except as provided herein, without the prior written approval of DTSC. DTSC's consent to one or more assignments, delegations, or subcontracts hereunder shall not constitute a waiver or diminution of State's absolute right to consent to each and every subsequent assignment or subcontract. The Contractor may not, without prior written consent of DTSC, assign any other right.

5. **Audit**

Notwithstanding the Audit Clause in Exhibit C, GTC, DTSC adds the following:

Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

6. **Brokerage or Contingent Fees**

Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon understanding or Contract for a commission, percentage, brokerage or contingent fee, except bona fide employees or established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to terminate this Contract without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, brokerage or contingency fee.

7. **Confidentiality**

All data and information related to DTSC operations, which are designated confidential by DTSC or developed by the Contractor and deemed confidential by DTSC, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure.

At a minimum, during non-working hours, DTSC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

The Contractor and his/her employees are hereby considered agents only for confidential data purposes and will be liable under the State and Federal statutes for unauthorized disclosures.

The Contractor and all subcontractors shall immediately notify DTSC of any request from a third party for disclosure of any information relating to this Contract, including, but not limited to, subpoena, deposition proceedings, court order, or other legal action. Unless DTSC authorizes the disclosure of the information in writing, the Contractor shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

8. **Conflict of Interest**

The Contractor shall disclose any financial, business, or other interest or relationship that may have an impact upon the outcome of this Contract and/or any ensuing project to follow. The Contractor shall also list current clients who may have a financial interest in the outcome of this project. The Contractor also complies with PCC, 10410 and 10411.

9. **Political Reform Act Requirements/Form 700 Disclosure**

The Political Reform Act of 1974 (Government Code §§ 81000-91014) (the Act) prohibits any public official, including consultants, from participating in making, or in any way attempting to use their official position to influence, a governmental decision in which they know or have reason to know they have a financial interest and requires public officials to disclose any economic interests that could foreseeably be affected by the exercise of their duties. The Act also requires consultants that make or participate in making governmental decisions to publicly disclose their personal financial holdings and income by filing a Statement of Economic Interests (Form 700). The Contractor shall comply with the Political Reform Act and Form 700 filing requirements, if applicable. Annually, and upon DTSC's request, the Contractor shall review any Form 700s filed by its personnel performing work on the Contract to verify that no such individual has a prohibited conflict of interest. Any questions regarding completion of the Form 700 or questions about compliance with the Act should be addressed to the DTSC Contract Manager. The Contractor can also contact the Fair Political Practices Commission (FPPC) at advice@fppc.ca.gov or at (866) 275-3772 (866/ASK-FPPC) to seek compliance advice.

10. **Contract Rates**

Contract rates will be paid to the Contractor pursuant to Exhibit B of this Contract. These rates shall be in effect for the Contract term. DTSC and Contractor mutually agree and acknowledge that the budget as identified is for billing purposes and does not necessarily reflect actual amounts paid by Contractor to subcontractors or employees. This provision is intended for purposes of clarification only and does not relieve Contractor of responsibility for compliance with any other provision of this Contract.

11. **Contractor Resource Levels, Standards**

Contractor shall meet all the contractual requirements and responsibilities listed herein. The Contractor shall provide sufficient resources, including staff support, to fully execute all responsibilities required by this Contract. The Contractor further agrees that its performance of work and services under this Contract shall conform to professional standards.

During the course of this Contract, DTSC reserves the right to approve, in advance, in writing, any changes to be made by the Contractor as to the individuals for whom resumes were submitted.

DTSC's review and approval will be made to ensure that individuals replacing key personnel shall have comparable technical knowledge, experience, and qualifications, in scope, breadth, and depth, to those staff originally accepted as part of this Contract. The review and approval will also be made to better ensure that individuals replacing staff in these key positions shall have the ability to develop cooperative and constructive working relationships in the performance of their duties. DTSC approval shall not be unreasonably withheld.

12. **Copyrights and Ownership of Data**

The State shall be the owner of all rights, title, and interest in, not limited to the copyright to, any and all data created, provided, or developed under this Contract, whether or not published or produced. The copyright to any and all data created, provided, or developed under this Contract belongs to the State from the moment of creation.

The State retains all rights to use, reproduce, distribute, or display any data created, provided, developed, or produced under this Contract and any derivative products based on Contract data, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law. At any time the Contractor enters into a contract with another party in order to perform the work required under this Contract, the Contractor shall require the contract to include language granting the State the copyright for any data created, provided, developed, or produced under the contract and ownership of any data not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any data where the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such data in any manner for governmental purposes and to have or permit others to do so.

All data distributed under the terms of this Contract and any reproductions of data shall include a notice of copyright in a place that can be visually perceived at the direction of DTSC. This notice shall be placed prominently on data and set apart from other matter on the page or medium where it appears. The notice shall state "Copyright" or "©", the year in which the work was created, and "DTSC". When space does not permit, and with advance approval of DTSC's Contract Manager or his/her designee, "Department of Toxic Substances Control" may be abbreviated "DTSC".

13. **Dispute**

In addition to Exhibit C, Section 6:

Except as otherwise provided, if the Contractor disputes a decision of the DTSC Contract Manager regarding the performance under the Contract or other issue for which the DTSC Contract Manager is authorized by the Contract to make a binding decision, the Contractor shall provide written dispute notice to the DTSC Contract Manager within fifteen (15) calendar days after the date of receipt of the decision of the DTSC Contract Manager.

The written dispute notice required shall contain the following information: 1) the decision under dispute; 2) the reason the Contractor believes the decision of the DTSC Contract Manager is in error; 3) identification of all documents and substance of all oral communication which support the Contractor's position; and 4) the dollar amount in dispute (if known).

The DTSC Contract Manager shall issue a dispute decision, in writing, within sixty (60) calendar days of receipt of the dispute notice. A copy of this decision shall be sent to the Contractor by email and by certified mail, Return Receipt Requested, or by any other method which provides evidence of receipt.

The decision of the DTSC Contract Manager shall contain the following information: 1) a description of the dispute; 2) a reference to pertinent Contract provisions; 3) a statement of the factual areas of agreement or disagreement; and 4) a statement of the DTSC Contract Manager's decision with supporting rationale.

The decision of the DTSC Contract Manager shall be final unless within fifteen (15) calendar days from the date of receipt of the DTSC Contract Manager's decision, the Contractor files a notice of appeal addressed to the Deputy Director, Site Mitigation and Restoration Program, Department of Toxic Substances Control, 1001 I Street, PO Box 806, Sacramento, California 95812-0806 with a copy to the DTSC Contract Manager by email. The notice shall contain the original submission to the DTSC Contract Manager, along with any additional arguments related to the decision issued by the DTSC Contract Manager. The Deputy Director shall issue a decision on the matter within sixty (60) days, unless the Deputy Director requires additional time, and the Contractor is notified in writing that the decision will be issued within ninety (90) days. If no decision is issued within this timeframe, the appeal shall be deemed denied. The decision of the Deputy Director shall be final.

14. **Entire Contract**

This Contract supersedes all prior Contracts; oral or written, made with respect to the services provided herein.

15. **Excise Tax**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales and use tax imposed by another state.

16. **Health and Safety Responsibility**

Contractor shall be solely responsible for the health and safety protection of its employees.

17. **Insurance Requirements**

A. **General Requirements**

1. When the Contractor submits to DTSC a copy of this Contract signed by the Contractor, the Contractor shall simultaneously furnish to DTSC certificates of insurance for the Contractor, and any Subcontractor, as required, meeting all the requirements in this section. DTSC will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance, except as expressly set forth in Exhibit B, Attachment 2, and exclusively for work on the Interim Remedy. The Contractor is responsible for any deductible or self-insurance retention contained within their insurance program. In the event that Contractor, or any Subcontractor, fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract for cause upon the occurrence of such event.
2. All insurance companies must carry a rating acceptable to DTSC, and the Department of General Services' Office of Risk and Insurance Management (ORIM), if ORIM approval is required. If the Contractor is self-insured for a portion or all of its insurance, review and approval of financial information including a letter of credit may be required.
3. All required insurance in this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State. Coverage must be in force for the complete term of the contract, including any amendments. If any insurance expires during the term of the contract, a new certificate must be provided to the DTSC Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must comply with the requirements of this section.
4. Contractor agrees to notify the DTSC Contract Manager in writing within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects the required insurance coverage. If any Subcontractor insurance is provided to meet this requirement, Contractor agrees to require Subcontractor to notify the Contractor and the DTSC Contract Manager in writing within five (5) business days before the effective date of any

cancellation, non-renewal, or material change that affects the required insurance coverage.

5. If Contractor uses any Subcontractors to complete performance of this Contract, Contractor shall include all Subcontractors as insureds under Contractor's insurance or supply evidence of insurance equal to the policies, coverages and limits required of Contractor in this Contract.
6. New certificates of insurance are subject to the approval of DTSC, and if approval is required, ORIM. The Contractor agrees that no work or services shall be performed prior to the giving of such approval.
7. Any required endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract. All insurance required by this Contract must allow DTSC to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention is at the State's discretion. All coverage and limits available to the Contractor shall also be available and applicable to the State.

B. Required Insurance

Contractor must maintain the following types of policies, in the amounts and pursuant to the terms specified below.

1. *Commercial General Liability*

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

2. *Automobile Liability*

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

3. *Pollution Liability*

Should the scope of work involve any handling, use, or disposing of any environmentally regulated substances and/or hazardous materials including but not limited to asbestos, asbestos containing materials or asbestos contaminated materials, lead paint materials, petroleum, or petroleum by-products, Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided on an MCS-90 form, or its equivalent. Limits of not less than \$1,000,000 per incident, and annual aggregate amount of \$2,000,000 shall be provided. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

The Contractor, or the hazardous materials mitigation subcontractor(s), shall maintain this required Pollution Liability coverage during each single period, or multiple periods, of hazardous material mitigation work. This coverage may be effected in conjunction with the Contractor's General Liability coverage as long as coverage is provided for the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the scope of work or related services within this contract; a separate pollution limit of insurance is required. In cases where the Pollution Liability coverage is not required for the complete term of the Contract, the length of time, and periods of time, that this insurance coverage is required may be determined by the State in accordance with the commencement and cessation dates in the Contractor's Progress Schedule, as accepted by the State in writing. When timing, conditions, and/or the needs of the State warrant, the State reserves the right to set the term of the Pollution Insurance prior to execution of the contract.

4. *Professional Liability*

Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 policy aggregate. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

5. *Workers' Compensation and Employer's Liability*

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000.00 are

required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this Contract, Contractor acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

18. **Licenses**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) required by law for accomplishing any work required in connection with this Contract.

In the event any license(s) expires at any time during the term of this Contract, Contractor agrees to provide agency a copy of the renewed license(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), DTSC may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

19. **Potential Subcontractors**

Nothing contained in this Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

20. **Prevailing Wages**

The Contract entails performance of "public work" for purposes of California Labor Code section 1770 et seq. The Contractor will cause work pursuant to the Contract to be performed as a public work for purposes of California Labor Code section 1770, in compliance with California Labor Code section 1770 et seq. and related laws, implementing regulations, and guidance. Work in furtherance of the Contract is subject to compliance monitoring and enforcement by DIR. The Contractor shall ensure the following, in compliance with California Labor Code section 1770 et seq. and related laws, California Code of Regulations, title 8, section 16000 et seq., and guidance issued by DIR:

- a) prior to performance of work pursuant to the Contract, the Contractor and each subcontractor are registered with DIR, pursuant to California Labor Code section 1725.5 and 1771.1, subdivision (a); the Contractor shall provide DTSC with evidence of such registration by each prospective subcontractor prior to entry into the subcontract, pursuant to California Labor Code section 1771.1, subdivision (b);

- b) workers employed in furtherance of the Contract by the Contractor, or by any subcontractor, are compensated and employed in compliance with the General Prevailing Wage Determinations issued by DIR (“Prevailing Wage Determinations”), pursuant to California Labor Code section 1771; the Prevailing Wage Determinations are available at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>, are on file at DTSC’s principal office, and will be made available by DTSC upon request;
- c) notices regarding applicable prevailing wage rates are posted at each job site, or at a single location that is readily available to all workers, as required by California Labor Code section 1771.4 and implementing regulations;
- d) the Contractor and all subcontractors shall:
 - i. keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in furtherance of the Contract, as required by California Labor Code section 1776;
 - ii. verify such payroll records under penalty of perjury under the laws of the State of California, as described in California Labor Code section 1776;
 - iii. submit such records directly to the California Labor Commissioner, as required by California Labor Code section 1771.4, subdivision (a)(3); and
 - iv. comply with all other requirements of California Labor Code section 1776; payroll records and other records of performance of work may be inspected upon request by DIR or DTSC, for purposes of monitoring compliance with referenced laws in fulfillment of the Contract;
- e) the Contractor monitors the payment of the specified general prevailing rate of per diem wages by each subcontractor to its employees, by periodic review of the certified payroll records of each subcontractor; upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor; prior to making final payment to a subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury under the laws of the State of California from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees, any amounts due pursuant to California Labor Code section 1813;
- f) the Contractor complies with any request of the Labor Commissioner to withhold and transfer money otherwise due to a subcontractor, in order to satisfy a wage and penalty assessment, pursuant to California Labor Code section 1727, subdivision (b); the Contractor acknowledges that DTSC may withhold amounts otherwise due to the Contractor in order to satisfy a Civil Wage and Penalty assessment issued by the Labor Commissioner, pursuant to California Labor Code section 1727, subdivision (a);

- g) deficient wages are paid to workers, and penalties determined by the Labor Commissioner are satisfied, by the Contractor and by all subcontractors, in compliance with California Labor Code section 1775 and implementing regulations and guidance; all subcontracts of any tier shall include a copy of the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815;
- h) the Contractor and all subcontractors shall comply with requirements related to employment of apprentices, set forth in California Labor Code section 1777.5, related regulations, and guidance from DIR;
- i) the Contractor and all subcontractors shall comply with the working hours requirements set forth in California Labor Code section 1810 et seq., including payment of overtime wages;
- j) the Contractor and all subcontractors shall comply with the workers compensation insurance requirements of California Labor Code sections 1860 and 3700 et seq.; Contractor and each subcontract shall sign and file with DTSC the following certification prior to performing work pursuant to the Contract: "I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract"; and
- k) no subcontractor that is currently debarred by the Labor Commissioner from performing work on public works, pursuant to California Labor Code section 1777.1 shall perform work on the Contract.

The Contractor and subcontractors may contact DIR to obtain authoritative and complete instructions regarding their responsibilities regarding prevailing wage requirements and other requirements described above. Oral statements by DTSC staff regarding responsibilities of the Contractor and subcontractors regarding the above-referenced laws may not be relied upon by the Contractor. DTSC will take cognizance of violations of the above-referenced laws, regulations, and guidelines, and will assist DIR in monitoring and enforcement actions, including by withholding amounts due as required by California Labor Code section 1727, notwithstanding any other provisions of this Contract.

21. **Release of Claims**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the State of all claims and all liability to the Contractor for everything done or furnished in connection with this Contract and for every act and neglect of the State and others relating to or arising out of this Contract.

22. **Release of Data**

The Contractor shall not release or disclose any work products created, produced, or developed pursuant to this Contract to any person, except to Contractor personnel, attorneys, prospective vendors, Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production,

distribution of the data. Data include, but are not limited to drafts or works in progress. The Contractor shall employ reasonable procedures to protect these data from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

The Contractor shall not release or disclose to other persons any work/data created, produced, or developed pursuant to this Contract, including but not limited to, drafts prior to DTSC approval of the final work product. The State retains the right to approve any procedures employed by the Contractor to comply with this provision.

23. **Responsibilities Upon Termination**

After receipt of notification of termination of this Contract, and except as otherwise specified by the State, the Contractor shall stop work under this Contract on the date specified in the written notice of termination. In compliance with GC 11010.5(a), the Contractor shall do all of the following:

- a) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated.
- b) Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State, all of the rights, titles, and interests for the Contractor under the orders in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and reduce any settlement amount determined by the amount paid for such orders.
- c) Settle all outstanding liabilities and all claims arising out of such termination of orders and with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- d) Upon effective date of termination of the Contract and the payment by the State of all items properly chargeable to the State hereunder, Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations.
- e) Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

24. **Rights to Data**

Notwithstanding any other provision of this Contract or its Exhibits, Contractor and DTSC understand and agree that the provision entitled "Copyrights and Ownership of Data" governs all ownership right to data files and databases.

25. **Severability**

Should any provision of this Contract be declared or found to be illegal, unenforceable, ineffective, or void, then each party shall be relieved of any obligations arising in such provision. All other provisions of this Contract shall remain in effect.

26. **Substitution of Subcontractors**

The Contractor must use the DVBE subcontractors and/or suppliers proposed to the State unless a substitution is requested. The Contractor must request the substitution in writing to DTSC and DTSC must approve the substitution in writing prior to commencement of any work by the proposed subcontractor/supplier. At a minimum, the substitution must include: a) a written description of the business enterprise to be substituted, including the DVBE certification status of the firm or if a non-DVBE subcontractor, the reason for this action; and b) a written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Contract that the substituted firm will perform.

27. **Termination for Convenience**

Notwithstanding GTC termination clause the DTSC adds the following:

DTSC may terminate performance of work under this Contract in whole or, from time to time, in part, whenever DTSC in its discretion determines that such termination is in the best interests of the State. DTSC shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

After receipt of a Notice of Termination, and except as directed by DTSC, the Contractor shall proceed with the following obligations, which shall apply immediately regardless of any delay in determining any payments due to the Contractor under this section. The Contractor shall: Stop work as specified in the Notice of Termination. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of this Contract.

Terminate all subcontracts to the extent they relate to the work terminated. Transfer title and make delivery to DTSC of all articles, materials, work in process, and other things held or acquired by Contractor in connection with the terminated portion of this Contract. Resolve all outstanding liabilities arising from the termination of subcontracts and supplier Contracts. The resolution of such liabilities shall be subject to DTSC approval or ratification.

Upon receipt of Notice of Termination, Contractor shall be paid, at the rates specified in this Contract, for work performed and expenses incurred prior to the effective date of the Notice of Termination for Convenience and accepted by DTSC that could not by reasonable efforts of the Contractor have been avoided. In no event shall payment for these services and expenses exceed the maximum amount payable under this Contract.

28. **Termination for Default**

State may terminate performance of work under this contract in whole, or in part, whenever Contractor or its subcontractors shall default in performance of this Contract and shall fail to

cure such default within a period of ten (10) days (or such longer period as the Contract Manager may allow) after receipt from the Contract Manager of a written notice specifying the default. Such termination shall be referred to herein as “Termination for Default”.

If after notice of termination of this contract for default, it is determined by State or a court that Contractor was not in default or that Contractor’s failure to perform or make progress in performance was due to causes beyond the control or was not caused by the error or negligence of Contractor, or any subcontractor, the notice of termination shall be deemed to have been issued as a termination for the convenience of State, and the rights and obligations of the parties shall be governed accordingly.

In the event State terminates this contract in full or in part as provided in this Termination for Default provision, State may procure, upon such terms and in such manner as the Contract Manager deems appropriate, supplies or services similar to those affected by the termination, and Contractor shall be liable to State for any excess costs reasonably incurred for such similar supplies or services. The Contractor shall also be liable for excess administrative costs, if the failure to perform arises out of an intentional act or negligence of Contractor or its subcontractors. The Contractor’s refusal to accept or perform work assigned under the terms of this contract shall be deemed an intentional act in default of this Contract.

29. **Travel and Subsistence Payments**

Reimbursement for necessary travel and per diem expenses shall be at rates not to exceed Department of Human Resources’ Rules and Regulations. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DTSC. The Contractor shall provide travel and per diem receipts to DTSC upon request.

30. **Workers' Compensation**

Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work for this Contract.

By signing this Contract, the Contractor hereby warrants that Workers’ Compensation Insurance is carried on all of its employees who will be engaged in the performance of this Contract. If staff provided by the Contractor are defined as independent contractors, this clause does not apply.

31. **Accessibility Requirements**

Contractor must ensure that all products and services submitted, uploaded, or otherwise provided by the Contractor and its subcontractors under this Contract, including but not limited to data, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Contract (collectively, the “Work”), meet the accessibility requirements set forth in Government Code sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the

regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the “Accessibility Requirements”). DTSC may request documentation from the Contractor of compliance with the Accessibility Requirements and may perform testing to verify compliance. The Contractor must bring into compliance, at no cost to DTSC, any Work by Contractor or its subcontractors not meeting the Accessibility Requirements. If Contractor fails to bring its or its subcontractors’ Work into compliance with the Accessibility Requirements within five (5) business days of written notice from DTSC, or within the timeframe specified by DTSC in its notice, Contractor will be responsible for all costs incurred by DTSC in bringing Contractor’s or its subcontractors’ Work into compliance with the Accessibility Requirements.

32. **Executive Order N-6-22 – Russia Sanctions**

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

EXHIBIT E

WORK ORDERS AND FIELD WORK ORDERS

1. Work Orders

- A. The written mechanism used to authorize services and associated expenditures. Work Orders are issued by the DTSC Contract Manager. Work Orders must use the form in Exhibit F, Attachment 1 and must be signed by both parties. Work Orders will be in writing, negotiated and approved by the DTSC Project Manager, the DTSC Contract Manager and the Contractor prior to beginning work. However, in situations where expedience is of the utmost importance, the DTSC Contract Manager may verbally authorize the Contractor to begin work following up with a written Work Order.
- B. Work Orders do not encumber funds. Work Orders are based on the cost and rates in Exhibit B of the Contract. Work Orders may authorize unanticipated task costs with the Fee listed in the Short List Proposed Rate Schedule, if applicable. If authorizing the use of contingency funds, the Work Order must include detailed, itemized information about the scope of work and the cost of goods and services. The Work Order will be used to review and approve the Contractor's invoices for payment purposes.
- C. Work Orders and Work Order Amendments are incorporated into the Contract upon approval by the DTSC Contract Manager.
- D. Work Orders must include:
 - 1) Identify the Task(s) being performed;
 - 2) List of equipment that is not identified in the Contract to complete the task(s);
 - 3) Performance time and schedule indicating when subtasks are to be completed and/or deliverables submitted;
 - 4) Total dollar amount of Work Order;
 - 5) Detailed project budget to perform specific element(s) of work;
 - 6) If accessing funds in the contingency, then a detailed scope of work for each specific task(s) to be performed.
- E. The actual costs of a completed, approved Work Order will not exceed the authorized amount, except if, in the performance of the work, the Contractor determines that the actual cost will exceed the estimated costs; the Contractor will

immediately notify the DTSC Contract Manager. Upon such notification, the DTSC Contract Manager may, using the amendment process outlined below:

- 1) Alter the scope of the Work Order to accomplish the work within the estimated costs; or
 - 2) Augment the Work Order budget; or
 - 3) Terminate the Work Order.
- F. Prior to exceeding the approved budget, approval must be secured in writing from the DTSC Contract Manager and the Work Order must be amended to reflect the change. If the problem occurs because the Contractor is in fault, the Contractor will absorb the additional costs.
- G. If after an approved Work Order has been issued, DTSC determines that change(s) are necessary (e.g., Scope of Work, total amount payable), the DTSC Contract Manager will issue an amendment to the original Work Order.
- H. The Work Order Amendment will include the reason(s) for the change(s), the specific change(s) in the work required, changes to or additional deliverables, schedule changes, budget augmentations and any adjustment to the Contractor's payments caused by the Work Order Amendment.

2. **Field Work Orders**

The written mechanism used to modify Work Orders as necessary to meet time critical needs based on changed or unforeseen site conditions. Field Work Orders are issued by the DTSC Project Manager. Field Work Orders must use the form in Exhibit F, Attachment 2 and must be signed by both parties. The DTSC Project Manager will coordinate with the DTSC Contract Manager to provide the approval. The approved Field Work Order operates as an approved amendment to the Work Order and a revision to the Work Order Budget, if necessary. Field Work Orders are incorporated into the Contract upon approval by the DTSC Project Manager.

ATTACHMENT 1

WORK ORDER FORM
DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC)
HAZARDOUS SUBSTANCES/MATERIALS SITE REMEDIATION

_____ Site Name/Project Name	_____ Contract Number
_____ Scope of Work Title	_____ Work Order Number
_____ Project Code	_____ Work Order Amendment Number
_____ \$	_____ \$
_____ Total Amount of this Work Order or Amendment	_____ Total Cumulative Cost of Work Orders
_____ I have reviewed the attached Work Order or Amendment and agree that the Scope of Work described is necessary and adequate and that the project costs, terms and conditions are acceptable and have been issued in accordance with Departmental policies and the Contract provisions.	
_____ DTSC – Project Manager	_____ Date
_____ DTSC – Technical Review	_____ Date
_____ Contractor	_____ Date
_____ DTSC – Contract Manager	_____ Date

ATTACHMENT 2
FIELD WORK ORDER FORM
DEPARTMENT OF TOXIC SUBSTANCES CONTROL HAZARDOUS
SUBSTANCES/MATERIALS SITE REMEDIATION
CONTRACT NUMBER

FIELD WORK ORDER NUMBER _____

Contractor _____ Date: _____ Time: _____

This Field Work Order
modifies Work Order No.:

Reason for the change/modification of the Work Order:

Specific change required in the Work Order

The cost adjustment of the above described activities shall not
exceed \$

_____ and shall be performed in accordance with Contract.

Costs shall be invoiced in accordance with the Contract upon completion of the
described activities. The rates and terms and conditions of the Contract shall apply.

Signed:

Signed:

DTSC Project Manager

Date

Contractor Representative

Date