ORPHAN SITE CLEANUP FUND PROGRAM
ASSESSMENT GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD
AND
Grantee

AGREEMENT NO. ###

This Grant Agreement is made between the State of California acting by and through the State Water Resources Control Board, hereafter referred to as the "State Water Board," and Grantee, hereafter referred to as the "Grantee."

WHEREAS:

1. The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

   Chapter 616, Statutes of 2008 established the Underground Storage Tank Petroleum Contamination Orphan Site Cleanup Fund (Orphan Site Cleanup Fund). (See Health & Saf. Code, § 25299.50.2.) Health and Safety Code section 25299.50.2 established the Orphan Site Cleanup Fund to address petroleum contamination from underground storage tanks (USTs) at sites that qualify as brownfields. The Grantee has satisfied applicable eligibility requirements contained in Health and Safety Code section 25299.50.2.

2. Funds for this Project are provided by a federal assistance agreement 2L 00T06301 from the United States Environmental Protection Agency's (U.S. EPA) to the State Water Board under the American Recovery and Reinvestment Act of 2009 (ARRA).

3. The Grantee has applied for an assessment grant and has been determined by the State Water Board to be eligible for an assessment grant pursuant to applicable State laws; and

4. The State Water Board has authorized grant funding for the Remediation Project hereafter described.

NOW, THEREFORE, it is agreed as follows:

1. The Remediation Project generally consists of response actions incurred on and after July 15, 2009, that characterize, assess, and investigate an unauthorized release from a petroleum UST at Location, California, for the benefit of the Grantee.

The Project Representatives during the term of this Agreement will be:

Direct all inquiries to:

Grantee:	State Water Resources Control Board Division of Financial Assistance	
Contact:	Contact:	XXXX, Grant Manager
Address:	Address:	P.O. Box 944212 Sacramento, CA 94244-2120
Phone:	Phone:	916-341-XXXX
Fax:	Fax:	916-341-5806
e-mail:	e-mail:	XXXX@waterboards.ca.gov

Each party may change its Project Representative upon written notice to the other party.

2. Incorporation of Documents: This Agreement incorporates the following documents:

   Exhibit A, Scope of Work And Project Schedule;

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Exhibit B, Invoicing And Budget Detail;
Exhibit C, General Terms And Conditions;
Exhibit D, Special Terms And Conditions;
Exhibit E, Definitions;
Exhibit F, Davis-Bacon Act Compliance; and
Exhibit G, Standard Payment Request Form.

3. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. The Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

4. The term of the Agreement shall begin on Beginning Date or upon state approval which ever occurs later. ALL WORK SHALL BE COMPLETED BY SEPTEMBER 30, 2011.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

Grantee

By:_____
Grantee Signature

_____
Grantee Name and Title

_____
Date

By:_____
Grantee Signature

_____
Grantee Name and Title

_____
Date

State Water Resources Control Board

By:_____
Esteban Almanza, Deputy Director
Division of Administrative Services

_____
Date

Reviewed by:_____
Office of Chief Counsel
Date:_____

Reviewed by:_____
Division of Financial Assistance
Date:_____

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EXHIBIT A
SCOPE OF WORK AND PROJECT SCHEDULE

1. BACKGROUND: **EXAMPLE BELOW**

This facility is an abandoned gasoline station. The facility has not been operated since February 11, 1988, when Merced County, Department of Public Health, shut down the business for failure to comply with UST laws and regulations.

There are three USTs that remain at the site, which have not been upgraded to meet the December 1998 standards. The UST inventory is two 10,000-gallon single-walled steel USTs that contained gasoline and one 6,000-gallon single-walled steel UST that contained diesel. The exact age of these USTs is unknown, but they are at least 25 years old. Areas around the submerged turbine pump, UST fill locations and areas beneath product dispensers have stained, blackened soil, which suggests that there have been continued releases over the life of the of the systems.

The soil is sandy with occasional lenses of hardpan. Groundwater in the area is found at a level of approximately 40-50 feet. It is unknown if contamination exists beyond that area which is in close proximity to the USTs and system components.

2. WORK TO BE PERFORMED BY THE GRANTEE:

The Grantee shall conduct response actions located at , California.

The Grantee shall be responsible for the performance of the work as described herein.

a) The Grantee agrees to expeditiously proceed with and complete the Project in substantial accordance with the Scope of Work and Project Work Schedule.

b) The Grantee shall immediately notify the State Water Board Grant Manager and propose an amendment agreement in the event that, for reasons beyond the reasonable control of the Grantee or reasons that cannot be anticipated at the execution of the Agreement, the response action exceeds the scope or budget of the Agreement or it becomes apparent that the grantee will be unable to complete the work. The proposed amendment must include the following:

1) Justification for amendment; and
2) A description of the additional services required to complete the Scope of Work.

3. SCOPE OF WORK **EXAMPLE BELOW**

Past Eligible Assessment Response Work Conducted

If Applicant has incurred eligible response costs on or after July 15, 2009, indicate here by identifying the response actions conducted, e.g.:

Tank removal (two 6,000 gallon and one 1,000 gallon).

Overexcavation of contaminated soils 200 cubic yards.
Excavate, load, transport, and disposal.

Phase I Investigation, Install of three borings converted groundwater monitoring wells, and sampling.

Semi-annual groundwater monitoring. (one event)

Reports – Tank removal and site investigation reports.

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Proposed Assessment Response Work

The proposed work includes several tasks beginning with the preparation of a work plan for the removal of three USTs, pipelines, dispensers, and associated components. The next step will be the proper disposal of the USTs and components.

Approximately 14 soil samples will be collected from the tank invert and beneath removed pipelines. Samples will be submitted to a certified laboratory for analysis. Any contamination that is localized and can be easily removed, will be removed using the onsite excavation equipment for UST removal. The contaminated soil will be segregated for categorization and disposal and/or treatment. Segregated soil will be placed on and covered with visqueen.

The excavation will be backfilled with clean backfill material to the original grade in lifts. Compaction of one lift will occur before proceeding with the next backfill list. Technical reports that present the results of the completed work will be prepared and submitted to the State Water Board.

If required, a soil and groundwater investigation will be conducted in a phased approach under an approved workplan by the regulatory agency. The first phase (Phase 1) will initially consist of the installation of up to ten (10) soil borings (drilled in the area of the three former UST locations on-site) using direct push technology (Geoprobe, Hydropunch, or similar technology). Soil and/or groundwater samples will be collected from each boring and analyzed for petroleum hydrocarbons from an onsite mobile lab. Based on the results of the soil and groundwater samples, additional borings (up to ten) or monitoring wells (up to four) may be installed to further delineate the extent of soil and groundwater petroleum contamination. The locations of the borings/monitoring wells will be based on the results of the original boring work. A technical report that presents the results of the first phase of work, including recommendations for additional work, will be submitted upon completion of the first phase**.**

If required**,** the second phase (Phase 2) will consist of the installation of additional borings (up to five) and four (4) to six (6) monitoring wells using a hollow-stem auger drill rig to further delineate the soil and groundwater petroleum contamination. Phase 2 will be conducted under an approved workplan by the regulatory agency. The locations of the borings/monitoring wells will be based on the results of the Phase 1 work. Soil and groundwater samples will be collected from each boring/monitoring well and analyzed for petroleum hydrocarbons. Upon completion of the well installations, each of the wells will be monitored and sampled semi-annually for the appropriate constituents, including Methyl Tertiary-Butyl Ether (MTBE) and other additives. A technical report that presents the results of the boring/well installations, including recommendations for additional work, will be submitted upon completion of the each sampling event.

If required, the third phase (Phase 3) will consist of the installation of additional monitoring wells based on the need to further delineate ground water petroleum contamination. The locations of the borings/monitoring wells will be based on the results of the Phase 2 work. Soil and groundwater samples will be collected from each boring/monitoring well and analyzed for petroleum hydrocarbons. Upon completion of the well installations, each of the wells will be monitored and sampled quarterly for the appropriate constituents, including MTBE and other additives. A technical report that presents the results of the sampling of the new wells will be submitted including recommendations for additional investigative work if necessary.

Assuming that the vertical and lateral extent of soil and groundwater contamination have been adequately assessed upon the completion of Phases 2 and 3, the fourth phase (Phase 4) will consist of the preparation of a Corrective Action Plan (CAP) that adequately evaluates appropriate remediation alternatives in accordance with the California Code of Regulations, title 23, division 3, chapter 16, article 11.

4. PROJECT WORK SCHEDULE **EXAMPLE BELOW**

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PROJECT WORK SCHEDULE		
WORK TO BE PERFORMED BY GRANTEE	**CRITICAL DUE DATE**	**ESTIMATED DUE DATE**
Install signage in accordance with Ex. C		
Workplan Approval (as applicable)		
Contractor Selection (as applicable)		
Sensitive Site Receptor Survey		
Phase I Site Assessment Activities – drilling and installation of borings and groundwater monitoring wells		
Phase II Site Assessment Activities – drilling and installation of borings and groundwater monitoring wells		
Contingency Phases (as applicable)		
Corrective Action Plan		
GRANTEE REPORTING REQUIREMENTS	**DUE DATE**	
Federal disadvantaged business enterprise (DBE) reporting	Semi-annually (April 1 and October 1)	
Quarterly ARRA reports	By the 1st of the month following the quarterly reporting period	
Quarterly Progress Reports	By the 15th of the month following the quarterly reporting period	
Final Report and Anti-Lobbying Certification	Within 90 days after Project completion	

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EXHIBIT B
INVOICING AND BUDGET DETAIL

1. INVOICE PACKAGES

1.1 No disbursement under this Grant Agreement will be made except upon receipt of an acceptable Standard Form Payment Request (Exhibit G) duly executed by or on behalf of the Grantee. The Grantee or a duly authorized representative, who has been approved by the State Water Board, must execute all Payment Request Forms. A Payment Request Form must accompany all invoice packages. The invoice packages shall be submitted to the State Water Board's Grant Manager not to exceed one invoice package per month and in the minimum amount of $500. The address for submittal is:

XXXXX, Grant Manager
State Water Resources Control Board
Division of Financial Assistance
P.O. Box 944212
Sacramento, CA 94244-2120

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice. Invoices received by the State Water Board that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee of the dispute. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board's Grant Manager.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 The Grantee shall provide proof of payment to the consultant or contractor for each invoice submitted for payment under this Grant. If the Grantee is not able to demonstrate proof of payment, the State Water Board, at its discretion, may issue two-party checks for the payment of costs identified in Exhibit B, Budget. (See Exhibit D.) The two-party checks will require the endorsement of both Grantee and the company providing the services.

1.5 Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain ten percent (10%) of the grant amount specified in this Agreement until "Notice of Completion/Final Inspection" from the local regulatory agency of the Project is received.

1.6 The invoice shall contain the following information:

1.6.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.6.2 Printed name of the consultant or contractor;

1.6.3 Business address of the consultant or contractor, including P.O. Box, city, state, and zip code;

1.6.4 Printed name of the Grantee;

1.6.5 Business address of the Grantee, including P.O. Box, city, state, and zip code;

1.6.6 The date of the invoice;

1.6.7 The number of the Agreement upon which the invoice is based;

1.6.8 The site address (location) where the work was performed;

1.6.9 All subcontractor invoices must be listed on the invoice; (A copy of each subcontractor invoice must be attached to the consultants/contractors invoice.) and

1.6.10 An itemized account of the work for which the Grantee is seeking payment, including:

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1.6.10.1 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.6.10.2 The method of computing the amount due; (On cost reimbursable agreements, invoices must be itemized based on the tasks specified in the Budget.) and

1.6.10.3 The total amount due. (The total amount due should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this Agreement.)

1.7 Original signature and date (in ink) of the Grantee or its authorized representative.

1.8 Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN **one month after end date.**

2. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 200X-XX fiscal year ending June 30, 200X shall not exceed Grant Amount Alpha ($Numeric).

The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided herein. If sufficient funds are not available for any reason, including, but not limited to, failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Grantee under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If any disbursements due the Grantee under this Agreement are deferred because sufficient funds are unavailable, such disbursement will be made to the Grantee when sufficient funds do become available.

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

3. LINE ITEM BUDGET **EXAMPLE BELOW**

Past Eligible Assessment Response Costs

If Applicant has incurred eligible assessment response costs on or after July 15, 2009, indicate here by identifying the response actions conducted, e.g.:

Tank removal (two 6,000 gallon and one 1,000 gallon).	$
Overexcavation of contaminated soils 200 cubic yards. Excavate, load, transport, and disposal.	$
Phase I Investigation, install of three borings converted groundwater monitoring wells, and sampling.	$
Semi-annual groundwater monitoring (one event)	$
Reports – Tank removal and site investigation reports.	$
Total eligible assessment response action costs incurred to date:	$

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Total eligible assessment response action costs incurred to date: $

Proposed Assessment Response Costs

Task 1 – Tank Removal – Removal of three USTs, includes workplans, permits, and reports

Consultant Personnel	Number of Hours	Rate	Total
Project Manager	X	$	$
Senior Engineer	X	$	$
Technician	X	$	$

Sub-contracted Sampling Services:

Sampling Costs:

Analysis	Number of Samples	Cost per Sample	Estimated Amount
EPA 8015 Soil	0	$0	$0
EPA 8015 Water	0	$0	$0
EPA 8260 Soil	0	$0	$0
EPA 8260 Water	0	$0	$0

Tank Removal	$
Waste Disposal	$
Overexcavation up to XXX cubic yards	$
Workplans/Reports	$
Groundwater Monitoring & Sampling	$

Total Task 1 **$**

Task 2 – Drilling Activities – Phase I – Installation of borings/groundwater monitoring wells, permits, reports, and groundwater monitoring and sampling.

Consultant Personnel	Number of Hours	Rate	Total
Project Manager	X	$	$
Senior Engineer	X	$	$
Technician	X	$	$

	Number of borings/wells	Rate	Total
Borings	X	$	$
Monitoring wells	X	$	$

Sampling Costs:

Analysis	Number of Samples	Cost per Sample	Estimated Amount
EPA 8015 Soil	0	$0	$0
EPA 8015 Water	0	$0	$0
EPA 8260 Soil	0	$0	$0
EPA 8260 Water	0	$0	$0

Workplans/Reports	$

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Groundwater Monitoring & Sampling	$
Total Task 2	**$**

Task 3 – Drilling Activities – Phase 2 – (If required) Installation of borings/groundwater monitoring wells, permits, reports, and groundwater monitoring and sampling.

Consultant Personnel	Number of Hours	Rate	Total
Project Manager	X	$	$
Senior Engineer	X	$	$
Technician	X	$	$

	Number of borings/wells	Rate	Total
Borings	X	$	$
Monitoring wells	X	$	$

Sampling Costs:

Analysis	Number of Samples	Cost per Sample	Estimated Amount
EPA 8015 Soil	0	$0	$0
EPA 8015 Water	0	$0	$0
EPA 8260 Soil	0	$0	$0
EPA 8260 Water	0	$0	$0

Workplans/Reports	$
Groundwater Monitoring & Sampling	$
Total Task 3	**$**

Task 4 – Additional Work as required

Contingency work (any task) as necessary not to exceed 10% of the total approved budget.	$
Total Task 4	**$**
Task 5 – (If required) Preparation of CAP – Phase 4 Pilot study	$
TOTAL PROJECT COSTS	**$_____**

The above Budget includes all material, equipment, and labor necessary to complete the project. The State Water Board shall not be responsible for the payment of any cost overruns.

4. BUDGET LINE ITEM FLEXIBILITY

4.1 Line Item Adjustment(s): Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to twenty-five percent (25%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of twenty-five percent (25%) shall require a formal Agreement amendment.

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4.1.1 Procedure to Request an Adjustment: Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.

4.1.2 Remaining Balance: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

5. PAYMENT OF PROJECT COSTS

Within 30 days of receipt of payment from the State Water Board, the Grantee must pay all reimbursed costs incurred by the Grantee, but not yet paid. The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

6. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. ACCOUNTING STANDARDS AND FEDERAL SINGLE AUDIT ACT: The Grantee agrees to comply with federal standards for financial management systems. The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Grantee agrees to be bound by and to comply with, the provisions and requirements of the federal Single Audit Act of 1984 (Pub. L. 98-502) Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions thereto. The Grantee will maintain separate Project accounts in accordance with generally accepted accounting principles. The Grantee shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.315, subd. (l).)

2. ANTI-LOBBYING:

   a. The Grantee shall not use Project Funds to engage in lobbying the federal or state governments or in litigation against the United States or the State of California. The Grantee agrees to provide a written statement certifying that none of the funds have been used to engage in the lobbying of the federal or state governments or in litigation against the United States or the State of California. The certification is due ninety (90) days after the end of the Project period and shall be submitted with the final report. The Grantee shall comply with 40 CFR part 34, New Restrictions on Lobbying.

   b. The Grantee shall comply with 40 CFR part 34, New Restrictions on Lobbying, and include language of this provision in all contracts with its contractors and sub-contractors exceeding $100,000, and require that its contractors and sub-contractors submit certification and disclosure forms accordingly. Any Grantee, contractor, or sub-contractor who makes a prohibited expenditure under 40 CFR part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

   c. Pursuant to section 18 of the Lobbying Disclosure Act, the Grantee affirms that it is not a nonprofit organization described in section 501(c)(4) of the Internal Revenue Code if 1986; or that it is a nonprofit organization described in section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in section 3 of the Lobbying Disclosure Act.

3. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

4. APPROVAL: The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.

5. ASSIGNMENT: This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State Water Board.

6. AUDIT: The State Water Board, at its option, may call for an audit of financial information relative to the Project, where the State Water Board determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Grantee and at the cost of the Grantee. The audit shall be in the form required by the State Water Board. Audit disallowances will be returned to the State Water Board.

7. BONDING: Except as otherwise required by statute, a contract for construction or facility improvements must comply with the bonding requirements in 40 CFR § 30.48 or 40 CFR § 31.36, as applicable.

8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with

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earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

9. COMPLIANCE WITH LAW, REGULATIONS, ETC.: The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with and require its contractors and subcontractors on the Project to comply with:

   a. Requirements in 40 CFR part 30 or part 31, as applicable;

   b. Federal disadvantaged business enterprise (DBE) requirements;

   c. Executive Order 11246, "Equal Employment Opportunity," as amended by executive Order 11375, "Amending Executive Order 1126 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Compliance programs, Equal Employment Opportunity, Department of Labor;"

   d. Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"); (Applicable to all contracts and subcontracts in excess of $100,000.)

   e. Compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), as supplemented by Department of Labor regulations (29 CFR part 5); (Applicable to all contracts and subcontracts in excess of $100,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers.)

   f. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.); (Applicable to all contracts and subcontracts in excess of $100,000.)

   g. The standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163);

   h. Compliance with Executive Order 13202 entitled, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects" (amended April 6, 2002); and

   i. The list of federal laws certified to by the Grantee.

10. COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

11. CONFLICT OF INTEREST: The Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

12. DAMAGES FOR BREACH AFFECTING ARRA COMPLIANCE: In the event that any breach of the provisions of this Agreement by the Grantee shall result in the failure of Project Funds to be used pursuant to the provisions of ARRA, or if such breach shall result in an obligation on the part of the State Water Board to reimburse the federal government, the Grantee shall immediately reimburse the State Water Board in an amount equal to any damages paid by or loss incurred due to such breach.

13. DATA MANAGEMENT. This Project includes appropriate data management activities so that Project data can be incorporated into appropriate statewide data systems.

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14. DISPUTES: The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the Deputy Director of the Division of Financial Assistance a written demand for a final decision. The decision of the Deputy Director, or his or her authorized representative, shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Deputy Director shall be final and conclusive unless, within thirty (30) calendar days of the date of the Division decision, the State Water Board's Executive Director receives a written appeal. The Grantee's written appeal shall be fully supported by any factual information the Grantee desires to be considered in the decision. The Executive Director's decision shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

15. DRUG-FREE WORKPLACE REQUIREMENTS: The Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (commencing with section 8350 of the Government Code) and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        1) The dangers of drug abuse in the workplace;
        2) The organization's policy of maintaining a drug-free workplace;
        3) Any available counseling, rehabilitation, and employee assistance programs; and
        4) Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the proposed project will:

        1) Receive a copy of the organization's drug-free workplace policy statement; and
        2) Agree to abide by the terms of the statement as a condition of employment on the project.

    Failure to comply with these requirements may result in suspension of payments or termination of the grant or both, and the Grantee may be ineligible for award of any future state grants if it is determined that the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above.

16. EQUIPMENT: Equipment means tangible nonexpendable personal property including exempt property charged directly to this Agreement having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Adequate maintenance procedures shall be implemented to keep equipment in good condition and a control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft. Equipment records shall be maintained accurately and must be provided to the State Water Board upon request.

    Title to equipment acquired by a Grantee with Project Funds shall vest in the Grantee, subject to the conditions in 40 CFR section 30.34 or section 31.32, as applicable. The equipment can be used in the project or program for which it was acquired as long as needed after the ending date of the grant or contract. If the equipment has a current per unit fair market value of $5,000 or more, the Grantee must contact the Grant Manager before the equipment for other activities or disposing of the equipment. The Grant Manager will request disposition instructions from the U.S. EPA or will determine the amount of compensation that needs to be paid to the U.S. EPA if the equipment is to be used for other activities. The amount of compensation shall be computed in accordance with 40 CFR section 30.34 or section 31.32, as applicable.

17. FEDERAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORTING: The Grantee agrees to report DBE utilization to the State Water Board on the DBE Utilization Report. State Water Board Form DBE

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UR334. Reports must be submitted to the State Water Board semiannually within ten days following April 1 and October 1 until such time as the Project is completed.

18. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of Project Funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

20. GRANTEE'S RESPONSIBILITY FOR WORK: The Grantee shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

21. GRANT MODIFICATIONS: The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification," make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including, but not limited to, changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification," submit to the State Water Board a written statement setting forth the disagreement with the change.

22. HOTEL AND MOTEL FIRE SAFETY: Any and all conference, meeting, convention, or training space funded in whole or in part by this Agreement shall comply with the Federal Hotel and Motel Fire Safety Act of 1990.

23. HUMAN TRAFFICKING: The Grantee, the Grantee's employees, the Grantee's contractors and subcontractors, and the Grantee's contractor's and subcontractor's employees may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect; procure a commercial sex act during the period of time that the Agreement is in effect; or use forced labor in the performance of the Project.

24. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.

25. INDEPENDENT ACTOR: The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the state.

26. INSURANCE: Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism, and other loss, damage, or destruction of equipment acquired with Project Funds and any facilities or structures constructed pursuant to this Agreement. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days prior written notice to the State Water Board. In the event of any damage to or destruction of the equipment or the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed parts of the equipment or the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the equipment and the Project or its larger system shall be free of all claims and liens.

27. NONDISCRIMINATION: During the performance of this Project, the Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment

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because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, or denial of family-care leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code section 12990, subdivisions (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work at this Project.

28. LAND OR EASEMENT ACQUISITION: The Grantee shall not use Project Funds for the purchase of land, easements, or interests in land.

29. NO THIRD PARTY RIGHTS: The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

30. NOTICE: The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State Water Board's representatives. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.

31. OPERATIONS AND MAINTENANCE: The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management, or operation.

32. PAYEE DATA RECORD FORM (Std. 204): The Grantee must complete the Payee Data Record Form.

33. PERMITS, CONTRACTING, REMEDIES, AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Grant Manager before work begins.

    Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager.

    The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." The Grantee shall not contract with any individual or organization on U.S. EPA's List of Violating Facilities. (40 CFR § 30.13 or § 31.35; Gov. Code § 4477.)

    The Grantee certifies to the best of its knowledge and belief, that it and its principals:

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a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or the Grantee;

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

34. PROCUREMENT: INSERT APPROPRIATE PROCUREMENT TERM

Non-Profits and Other Private Parties
Grantee must comply with 40 CFR section 30.40 through section 30.48. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Grantee shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Grantee, price, quality, and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Grantee. Any and all bids or offers may be rejected when it is the Grantee's interest to do so. (40 CFR § 30.43.)

Public Agencies
Grantee will use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law, the standards identified in 40 CFR section 31.36 and if applicable, 40 CFR section 31.38. (40 CFR § 31.36.)

35. PROFESSIONALS: The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.

36. PROJECT ACCESS: Throughout the term of this Agreement, the State Water Board, the Governor of the State, the U.S. EPA, the Office of Inspector General, any member of Congress, the President of the United States, or any authorized representative of the foregoing will have suitable access to the Project site at all reasonable times. Grantee acknowledges that the Project records and location are public records.

37. RECORDS:

a. Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:

1) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially any income attributable to grant funds disbursed under this Agreement;
4) Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
5) Establish such accounts and maintain such records as may be necessary for the state to fulfill

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federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

6) If a force account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged per employee.

b. The Grantee shall be required to maintain books, records, and other material relative to relative to the Project in accordance with generally accepted accounting principles. The Grantee shall also be required to retain such books, records, and other material for each subcontractor who performed work on this Project for a minimum of three years after Project completion. The Grantee shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the U.S. EPA, the Office of Inspector General, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Grantee agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement.

38. RECYCLED PAPER: The Grantee shall use recycled paper for all reports which are prepared as a part of this Agreement. The Grantee shall comply with the requirements set forth in section 6002 of the Resource Conservation and Recovery Act. (42 U.S.C § 6962.) Regulations issued under RCRA section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by U.S. EPA. These guidelines are listed in 40 CFR part 247.

39. RELATED LITIGATION: Under no circumstances may a Grantee use funds from any disbursement under this Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.

40. RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrightable, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Grantee upon request. (40 CFR §§ 30.36, 31.34, and 31.36.)

41. SIGNAGE:

a. The Grantee shall place a sign in a prominent location at the Project site. The sign shall include the following color logos:

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(logos available from the State Water Board) in accordance with the General Guidelines for Emblem and Logo Applications, Version 1.0 and the following disclosure statement:

Funding for this project has been provided in full or in part by the American Recovery and Reinvestment Act of 2009 and the Orphan Site Cleanup Fund, through an agreement with the State Water Resources Control Board.

b. The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be painted in a professional manner.

c. The Grantee shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. (Gov. Code, § 7550.)

42. STATE REVIEWS AND INDEMNIFICATION: The parties agree that review or approval of Project applications, documents, permits, plans, and specifications, or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project.

To the extent permitted by law, the Grantee agrees to indemnify, defend, and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with: (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law, and California Water Code section 13304, and any successors to said laws), rule or regulation, or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

43. STATE WATER BOARD ACTION; COSTS AND ATTORNEY FEES: The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

44. SUPPLIES AND OTHER EXPENDABLE PROPERTY: Title to supplies and other expendable property acquired by a Grantee with Project Funds shall vest in the Grantee, subject to the conditions in 40 CFR section 30.35 or section 31.33, as applicable. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the Project, the Grantee must contact the Grant Manager before using the supplies and other expendable property for other activities or disposing of the supplies and other expendable property. The Grant Manager will request disposition instructions from the

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U.S. EPA or will determine the amount of compensation that needs to be paid to the U.S. EPA if the supplies and other expendable property is to be used for other activities. The amount of compensation shall be computed in accordance with 40 CFR section 30.35 or section 31.33, as applicable.

45. TERMINATION, IMMEDIATE REPAYMENT, AND INTEREST: This Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, if the Grantee has received funds as a result of a material misrepresentation in the grant application or other submitted document or upon violation by the Grantee of any material provision of this Agreement after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

46. TIMELINESS: Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.

47. TRAVEL AND PER DIEM: Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the Department of Personnel Administration. These rates may be found at http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.

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

49. UNION ACTIVITIES: The Grantee hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this grant. The Grantee certifies that none of the grant funds will be used to assist, promote, or deter union organizing. The Grantee shall account for all state funds disbursed by the grant for a specific expenditure, and show those funds were allocated to that expenditure. If the Grantee incurs costs or makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs and the Grantee shall provide those records to the Attorney General upon request.

50. VENUE: The State Water Board and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

51. WAIVER AND RIGHTS OF THE STATE WATER BOARD: Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

52. WASTE, FRAUD, AND ABUSE: The Grantee shall prevent fraud, waste, and the abuse of Project Funds.

53. WHISTLEBLOWER RIGHTS NOTICE: The Grantee shall post notice of the rights and remedies provided to state and local government and contractor whistleblowers as set forth in section 1553 of ARRA. The Grantee shall ensure that its contractors and subcontractors post such notices.

54. WITHHOLDING OF GRANT DISBURSEMENTS: The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. The State Water Board, at its discretion, may issue two-party checks for the payment of response costs as provided in Exhibit B, Budget Item. The two-party checks will require the endorsement of both the Grantee and the party providing the response action services. Two-party checks will be issued if the Grantee does not submit proof of payment for response cost invoices.

2. The State Water Board's obligation to make a disbursement of the proceeds of this Grant to the Grantee is subject to and conditioned upon the State Water Board's receipt of each of the following:

   a. Copy of executed contract(s) for response work acceptable to the State Water Board. (Subcontractor(s) must have current and active license issued by the California State Contractors License Board.)

   b. Copies of permits from regulatory agencies necessary to conduct response actions.

   c. Copies of invoices as identified in Exhibit B.

   d. Such other documents, certificates, instruments, opinion, or other writings as the State Water Board may reasonably request.

   e. Submittal of original signed Payment Request Form as identified in Exhibit G.

3. The response costs submitted must be for response work directed by the regulatory agency. The State Water Board may pay eligible costs of response actions that are reasonable and necessary. The State Water Board may only pay those costs that are "allowable" pursuant to 40 CFR section 30.27 or section 31.22, as applicable, and eligible for funding under the assistance agreement 2L 00T06301 from the U.S. EPA to the State Water Board under the ARRA. The Grantee may not receive payment from the State Water Board for response actions that have been or will be paid or otherwise compensated from another source.

4. In addition to paragraph 45 of Exhibit C, the State Water Board, at its discretion, may disencumber grant funds or terminate this Agreement if:

   a. An invoice package seeking payment under this Agreement is not received within six months of the effective date of this Agreement;

   b. The Grantee does not perform response actions or seek payment under this Agreement with due diligence; or

   c. The Grantee is not in compliance with any applicable requirements contained in chapter 16 of title 23 of the California Code of Regulations or chapter 6.7 of the Health and Safety Code.

5. Reports:

   5.1 Quarterly ARRA Reports: During the term of this Agreement, the Grantee shall submit by the 1st of the month following the quarterly reporting period (March, June, September, December), a written quarterly ARRA report to the Grant Manager describing the following:

   a. The Grantee's officer's names and compensation;

   b. A narrative description of the jobs created or preserved due to the Project; and

   c. The number of jobs created or preserved due to the Project.

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5.2 Quarterly Progress Reports: During the term of this Agreement, the Grantee shall submit by the 15th of the month following the quarterly reporting period (March, June, September, December), a written quarterly progress report to the Grant Manager describing the following:

a. The progress accomplished during the reporting period on each project activity and task, as identified in the description of work required;

b. Any problems encountered during the reporting period;

c. The next quarter's projected work activities, specifying which project activities and tasks are expected to be completed during the next reporting period; and

d. The expenditures for the reporting period for each project task.

5.3 Final Report: Within ninety (90) days after Project completion, the Grantee agrees to provide the State Water Board a final cost summary report on the Project. The summary shall include, at a minimum, a statement of:

a. Pictures of completed Project;

b. Total Project costs;

c. Total Project costs which are eligible for financing assistance under this Agreement;

d. The total amount of assistance funds received;

e. The number of jobs created or preserved due to the Project;

f. The Grantee shall account for any equipment or supplies or other expendable property acquired with Project Funds in accordance with Exhibit C; and

g. The report shall be accompanied by such other financial information as may be reasonably required by the State Water Board to verify the Grantee's entitlement to financial assistance, to assure program integrity of the Orphan Site Cleanup Fund Program, and to comply with any federal requirements. The report shall be certified as correct by a duly Authorized Representative of the Grantee.

5.4 As Needed Reports: The Grantee agrees to expeditiously provide, during the term of this Agreement, such reports, data, and information as may be reasonably required by the State Water Board, including, but not limited to, material necessary or appropriate for evaluation of the Orphan Site Cleanup Fund Program or to fulfill any reporting requirements of the federal government.

6. ARRA Requirements: The Grantee understands and acknowledges that funding pursuant to this agreement is provided according to the ARRA. The Grantee agrees to perform its obligations under this Agreement in compliance with the letter and the spirit of ARRA. The Grantee understands and agrees that failure to comply with ARRA will automatically terminate any provisions of this Agreement. Upon termination of this Agreement for failure to comply with ARRA, any and all funds disbursed pursuant to this Agreement are to be repaid to the State Water Board immediately.

7. Buy American: In accordance with ARRA section 1605, unless the Grantee has obtained a waiver from the U.S. EPA on file with the State Water Board, the Grantee shall not use Project Funds to purchase iron, steel, and manufactured goods produced outside of the United States for the construction, alteration, maintenance, or repair of a public building or public work. Unless the Grantee has obtained a waiver from the U.S. EPA on file with the State Water Board, the Grantee hereby certifies that all iron, steel, and manufactured goods used for the construction, alteration, maintenance, or repair of a public building or public work were produced in the United States.

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8. Davis-Bacon: The Grantee agrees to be bound by the provisions of the Davis-Bacon Act, as identified in Exhibit F.

9. Implementation of Recommendations: Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may make necessary amendments to this Agreement upon the request of the U.S. EPA or the recommendation of the Recovery Accountability and Transparency Board as set forth in section 1523 of ARRA.

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EXHIBIT E
DEFINITIONS

Unless the context clearly requires otherwise, the terms used in this Agreement shall have the following meanings:

"Response actions" means removal actions and remedial actions, and includes corrective action as defined in section 25299.14 of the Health and Safety Code.

(a) Costs of response actions also include:

(1) Professional fees and costs that are directly related to removal actions and remedial actions.

(2) Costs of supervision by an applicant of response actions.

(3) Costs of underground storage tank system removal if there is an unauthorized release or threat of unauthorized release.

(b) Costs of response actions exclude, among other costs:

(1) Costs of environmental audits or pre-purchase site investigations, unless performed in response to an unauthorized release or threatened unauthorized release.

(2) Economic losses and damages, including damages for lost business and diminution in property value.

"Remove" or "removal" means the cleanup or removal of an unauthorized release from the environment or the taking of other actions as may be necessary to prevent, minimize, or mitigate damage that may otherwise result from an unauthorized release or a threatened unauthorized release, as further defined by section 101(23) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.).
"Response actions" means removal actions and remedial actions, and includes corrective action as defined in section 25299.14 of the Health and Safety Code.

"Remedy" or "remedial action" means those actions consistent with a permanent remedy that are taken instead of, or in addition to, removal actions in the event of an unauthorized release or threatened release of petroleum into the environment, as further defined by section 101(24) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.). The term includes actions that are necessary to monitor, assess, and evaluate an unauthorized release or a threatened unauthorized release and site operation and maintenance.

"Operation and maintenance" means activities initiated or continued at a site following completion of a response action that are deemed necessary by a regulatory agency to protect public health or safety or the environment, to maintain the effectiveness of the response action at the site, or to achieve or maintain the response action standards and objectives established by the final remedial action plan or final removal action workplan applicable to the site.

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EXHIBIT F
DAVIS-BACON ACT COMPLIANCE

1. The Grantee shall include in full in any of its Project contracts or subcontracts in excess of $2,000 entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the United States Department of Labor):

1.1. Minimum Wages:

a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.1. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

b.1.i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

b.1.ii. The classification is utilized in the area by the construction industry; and

b.1.iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b.2. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report

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of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

b.3. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

b.4. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

1.2. Withholding: The (write in name of Grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (write in name of Grantee) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

1.3. Payrolls and Basic Records.

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his

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or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.1. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of Grantee) if the insert Grantee's name is a party to the contract, but if the insert Grantee's name is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the State Water Resources Control Board or the United States Environmental Protection Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the State Water Resources Control Board or the United States Environmental Protection Agency if such agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the State Water Resources Control Board or the United States Environmental Protection Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b.2. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

b.2.i. That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

b.2.ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions

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have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

b.2.iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

b.3. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

b.4. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State Water Resources Control Board, the State of California, the United States Environmental Protection Agency, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal or state agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

1.4. Apprentices and Trainees.

a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification,

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fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

1.5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

1.6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the State Water Resources Control Board, United States Environmental Protection Agency, federal Office of Management and Budgets, and/or federal Department of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

1.7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

1.8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of he Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

1.9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

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CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

1.10. Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

a. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2. Contract Work Hours and Safety Standards Act. The Grantee shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any Project contract or subcontract in an amount in excess of $100,000. These clauses shall be inserted in addition to the clauses required above. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

2.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

2.3. Withholding for unpaid wages and liquidated damages. The (write Grantee's name) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

2.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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3. In addition to the clauses contained above, in any Project contract or subcontract, the Grantee shall cause or require the contracting officer to insert a clause requiring that any contractor or subcontractor on this Project shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Grantee shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State Water Resources Control Board, the State of California, the United States Environmental Protection Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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EXHIBIT G - PAYMENT REQUEST
ORPHAN SITE CLEANUP FUND (OSCF) - ASSESSMENT GRANT

Grant Agreement No.	***0x-xxx-550***	***OSCF Site No.***	***Bxxx***	***PAYMENT NO.:***	

GRANTEE:
ATTN:
MAILING ADDRESS:

OSCF SITE NAME:
SITE ADDRESS:

GRANT AGREEMENT AWARD ***AMENDMENT NO.*** **0**

This Section to be completed by the Grantee: ***OSCF COSTS REQUESTED:*** $

Select Payment Option Below:

☐ **1. CHECKS MADE PAYABLE TO: GRANTEE AND CONTRACTOR LISTED BELOW**

Contractor Name

☐ **2. CHECKS MADE PAYABLE TO: GRANTEE (ONLY)**

I have enclosed a copy of my canceled check(s), both front and back as a support document for each invoice paid to the contractor(s) by grantee. Upon disbursement, forward the total payment for the enclosed invoices as permitted by Exhibit B of my grant agreement.

I have reviewed and certify the costs for this payment submittal were for response costs incurred at OSCF Site No. BXXX located at site address:

GRANTEE SIGNATURE ***DATE***

STATE USE ONLY: APPROVED FOR PAYMENT

$		$	$
Approved for payment to date	***LESS***	***Previous payments***	***Total Amount Due***

Reviewed By: ***Title*** ***Date***

Approved By: ***Title:*** ***Date:***

EXHIBIT G - PAYMENT REQUEST
ORPHAN SITE CLEANUP FUND (OSCF) - ASSESSMENT GRANT

Grant Agreement No.	0x-xxx-550	OSCF Site No.	BXXX	PAYMENT NO.:	

GRANTEE:
ATTN:
MAILING ADDRESS:

OSCF SITE NAME:
SITE ADDRESS:

GRANT AGREEMENT AWARD

AMENDMENT NO. 0

This Section to be completed by the Grantee:

OSCF COSTS REQUESTED: $

I have reviewed and certify the costs for this payment submittal were for response costs incurred at OSCF Site No. BXXX located at site address:

GRANTEE SIGNATURE

DATE

STATE USE ONLY: APPROVED FOR PAYMENT

$		$	$
Approved for payment to date	LESS	Previous payments	Total Amount Due

Reviewed By: Title Date

Approved By: Title: Date: