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Contract Number

22-84

SAP Number

Public Works

Department Contract Representative	Darren Meeka, Deputy Director
Telephone Number	(909) 387-8703
Contractor	Geo-Logic Associates
Contractor Representative	Ralph Murphy
Telephone Number	(909) 626-2282
Contract Term	5 years (02/08/22 - 06/30/26)
Original Contract Amount	\$5,826,563.00
Amendment Amount	
Total Contract Amount	
Cost Center	6706604250

IT IS HEREBY AGREED AS FOLLOWS:

1. Project

Consultant shall perform consulting services for the project described as Investigation and Operation, Maintenance and Monitoring Support Services relating to perchlorate and volatile organic compound groundwater treatment system at the City of Rialto Well No.3 and other associated extraction and monitoring wells, monitor the ongoing expansion of the groundwater treatment system, and provide support for the pre-development investigation of the Mid Valley Sanitary Landfill (MSVL) Unit 5 waste disposal cell.

2. Scope of Work

Consultant will provide Investigation and Operation, Maintenance and Monitoring Support Services in accordance with Exhibit 1 "Scope of Work", and for each Non-Routine Task Order issued to the Consultant.

3. Retention of Consultant

(a) Independent Capacity

Consultant and any subconsultants or subcontractors that may be employed by the Consultant shall

be independent contractors and not agents of the County. Any provisions of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance. Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

(b) Consultant Project Manager and Key Personnel

Consultant herein designates RALPH MURPHY, P.G., C.E.G, C.HG to be the Project Manager. Consultant shall not change the Project Manager without written acknowledgment to the County. The Project Manager or designee must respond to County inquiries within two (2) business days or as otherwise required by the Scope of Work (Exhibit "1"). If the Project Manager will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County. Further, Consultant must provide a list of and the résumés of the individuals who will provide services to the County. These individuals will be designated "key personnel" and may not be removed from the project that is the subject matter of the Contract without the written approval of the County.

(c) Subconsultants/Subcontractors

Consultant may, at Consultant's own expense, employ subconsultants to accomplish the work of this Contract. However, Consultant agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subconsultant shall be subject to the same terms and conditions as Consultant and Consultant shall be fully responsible for the performance and payments of any subcontract. County hereby agrees to Pace Analytical as the subconsultant(s) qualified to perform the work in its areas of expertise. The fact that Consultant employs subconsultant(s) not in its regular employ shall not relieve Consultant from any responsibility regarding the adequacy of its designs or other work.

(d) Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other consultants for the same or similar services. The County does not guarantee or represent that Consultant will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

(e) Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any County facility.

(f) Compliance with County Policy

In performing the services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

4. Commencement of Work

Consultant shall commence work immediately upon receipt of a notice to proceed from the Department of Public Works- Solid Waste Management Division ("**SWMD**") following the acceptance of this Contract by the County of San Bernardino Board of Supervisors. Consultant shall confer on an as-needed basis with the County's Project Manager to review progress of work elements, adherence to work schedule, coordination of work, scheduling of reviews, and resolve any problems that may develop.

Task orders containing specific scope, fee and schedule will be issued for each Non-Routine task to be performed under this Contract and Consultant will be compensated as described in Section 5.

5. Compensation

For the work authorized under this Contract, Consultant shall be compensated for the work performed in an amount not to exceed \$5,826,563.00. Payment shall only be made for work authorized and performed pursuant to the requirements of this Contract.

With respect to Tasks 1A, 1B, 2 and 3 ("Routine" Tasks) presented in Exhibit 2, and performed on a Fixed Fee basis, Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. Alternately, Consultant is entitled to receive the specified level of compensation notwithstanding that it is able to perform all required items of work with the expenditure of less labor, material or the incurrence of less expense, than anticipated by the Parties. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of this Contract, which item of work is not performed by Consultant (including Consultant's agents and subconsultants). Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Exhibit "2".

With respect to Tasks 4, 5 and 6 ("Non-Routine" Tasks) presented in Exhibit 2, and performed on a Time and Materials basis, Consultant shall be paid its actual time and materials as specified in, and subject to the limitations of, Exhibit "2". The Cost Proposal was used by the County to determine the reasonableness of the cost of Consultant's proposal and is further used in making progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all

items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the project. Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Exhibit "2".

The County does not guarantee any minimum or maximum number of tasks will be assigned to Consultant.

Consultant shall provide County itemized monthly invoices in arrears, for services performed under the Contract within twenty (20) days of the end of the previous month. Invoicing for this project shall indicate the project and task numbers. Consultant's itemized monthly invoice shall be in the form of an Invoice Summary attached and incorporated herein as Exhibit "3." The County shall make payment to Consultant within sixty (60) calendar days after receipt of invoice or the resolution of any billing dispute.

Notwithstanding any other provision of this Contract (including any attachments), in no event will the County pay late fees or interest to the Consultant on the compensation due Consultant under the terms of this Contract.

(a) Payment by Electronic Funds Transfer (EFT)

Consultant shall accept all payments from County via electronic funds transfer (EFT) directly into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

(b) Travel Management

Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1)) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

(c) Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

(d) Costs Incurred

Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.

6. Term of Contract

The term of the Contract shall commence on February 8, 2022, and continue through June 30, 2026, unless extended pursuant to Section 28 hereof or terminated pursuant to Section 7 or as otherwise provided for in this Contract.

7. Termination for Convenience

The County for its convenience may terminate the Contract in whole or in part upon thirty (30) calendar days written notice. If such termination is affected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to the County and transfer title (if necessary) to all completed work, and work in progress, including spare parts, drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Indemnification

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Consultant's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

To the extent Consultant's services fall within the scope of Civil Code section 2782.8 the following indemnification language applies:

Consultant shall defend and indemnify the County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Contract incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the County.

9. Insurance

(a) Coverage

The Consultant agrees to provide insurance set forth in accordance with the requirements herein. If the Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Consultant shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- (1) Worker's Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this Contract.

If Consultant has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the

requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Commercial/ General Liability Insurance – The Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of the Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability
- (g) \$2,000,000 general aggregate limit.

(3) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Consultant is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(5) a. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits, or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits, or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall

be maintained or "tail" coverage provided for a minimum of five (5) years after Contract completion.

(b) Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsements from ISO, CG 2010.11 85.

(c) Waiver of Subrogation Rights

The Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against the County.

(d) Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

(e) Severability of Interests

The Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Consultant and the County or between the County and any other insured or additional insured under the policy.

(f) Proof of Coverage

The Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, at the time the Contract is executed additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Contract, the Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

(g) Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

(h) Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

(i) Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

(j) Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

10. Licenses, Permits and Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of the Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a

required license, permit or certification may result in immediate termination of the Contract. Professional Engineers shall be duly registered in the State of California.

11. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the Consultant shall promptly notify the County within one (1) working day in writing and by telephone.

12. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section 7 Termination of Convenience. Unless otherwise directed by County, Consultant may retain copies of such items.

13. Artwork, Proofs and/or Negatives

All artwork, proofs, and/or negatives in either print or digital format for the project that is the subject matter of the Contract are the property of the County. These items must be returned to the County within ten (10) days upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue available legal remedies. In addition, the Consultant will be barred from all future contracts with County, for a period of at least six (6) months.

14. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Consultant as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

15. Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

16. Contact with Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the Parties recognizing that there may not be the time for such in an

emergency), Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without the County's prior approval.

17. Right to Monitor and Audit

The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

In the event the County determines that Consultant's performance of its duties or other terms of this Contract are deficient in any manner, County will notify Consultant of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Consultant shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Contract immediately upon written notice, or remedy said deficiency and offset the cost thereof from any amounts due the Consultant under this Contract or otherwise.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

18. Cooperation Between All System Contract Contractors

This Contract is but one of the County contracts which are or will be necessary to keep, operate and maintain the County's Solid Waste Disposal System ("**Disposal System**"), including without limitation for the overall expansion, operation, maintenance, remediation and closure of the Disposal System. Specifically, but not by way of limitation, the County has entered, or will enter into, the following contracts with third parties: (i) construction contracts related to various aspects of the expansion, remediation and closure of the Disposal System; (ii) contracts for the management of the foregoing construction contracts, to the extent the County does not manage such contracts with its own employees; (iii) a contract for the aggregate operation at the Mid Valley Landfill; (iv) contracts for the operation and maintenance of the landfill gas collection systems located at various County Landfills; (v) the lease of the landfill gas collection systems and lease of the rights to the landfill gas collected by such systems; (vi) a contract for the operation of the Baker Transfer Station; (vii) a Development contract with the City of Rialto regarding various aspects of the expansion of the Mid Valley Landfill; (viii) a contract with the City of Needles relating to the closure of the Needles Landfill; and (ix) a contract for performing day to day operations at the facilities comprising the Disposal System. These contracts, together with this Contract, will collectively be referred to as "**All System Contracts**".

In performing its duties under this Contract, Consultant shall be required, pursuant to direction provided by the Deputy Director - Solid Waste Management Division, to coordinate such performance with the performance of the duties required of the contractors under each of the other All System Contracts. Likewise, the contractors under each of the other All System Contracts will be required to coordinate the performance of the duties required of them under the terms of their contracts with the performance of the

duties required of the contractors under each of the other All System Contracts, including this Contract. The goal of the County is to maximize, in the aggregate, the effectiveness of performance of the duties required under all of the All System Contracts to keep, operate and maintain the Solid Waste Disposal System, rather than to maximize the effectiveness of performance of duties required to be performed under any single All System Contract.

19. Compliance with Laws

During the term of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

20. Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by the County and such conflict may constitute grounds for termination of this Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

21. Damage to County Property, Facilities, Buildings or Grounds

The Consultant shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand or County may deduct such costs from any amounts due to the Consultant from the County.

22. Former County Officials

Consultant agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant or its subcontractor(s) being utilized on this project. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now

officers, principals, partners, associates, or members of the business. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of Consultant. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Consultant is directed to review and must comply with County Code sections 13.0701 through 13.0708 which can be viewed at www.sbcounty.gov. The applicable sections are found under Title 1 – Government and Administration, Division 3 – Personnel, Chapter 7 – Disqualification of Former Officers and Employees.

23. Improper Influence

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

24. Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

25. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of this Contract, the County determines the Consultant has made a material misstatement, omission or misrepresentation, or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

26. Notice

(a) Service

Except as otherwise required by law, any notice, information, request or reply ("**Notice**") required or permitted to be given under the provisions of this Contract shall be in writing and shall be given or served either personally or by mail. If given or served by mail, such Notice shall be deemed sufficiently given if:

- (1) Deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or
- (2) Sent by express mail, Federal Express, or similar overnight service, provided proof of service is available, addressed to the addresses of the Parties specified below in Section 27.4 or to such other address as may be duly specified by the respective Parties.

(b) When Effective

Any notice given or served by certified mail shall be deemed given or served three (3) business days after deposit in the mails, or as a signed receipt may show, unless a copy of the Notice is concurrently transmitted by electronic or telephonic facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails. Any Notice given or served by express mail, Federal Express, or other similar overnight service, shall be deemed given or served the day following deposit in the mails or delivery to the carrier, unless a copy of the Notice is concurrently transmitted by electronic or telephone facsimile, in which case the Notice shall be deemed given or served as of the date of deposit of the original in the mails or delivery to the carrier.

(c) Change of Address

Either Party may, by written Notice to the other in the manner provided herein, specify an address within the United States for notices in lieu of or in addition to the address set forth below. Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

(d) Designation of Recipients

Until changed by Notice duly given, the following persons shall receive all notices required or permitted to be given under the provisions of this Contract:

(1) For Consultant:

Ralph Murphy
Geo-Logic Associates
2777 Guasti Road
Ontario, CA 91761

Telephone: (909) 383-8729
Facsimile: (909) 383-8732

(2) For County:

Marc Rodabaugh, P.E.
Engineering Manager
Solid Waste Management Division
County of San Bernardino
222 West Hospitality Lane, 2nd Floor

San Bernardino, CA 92415-0017
Telephone: (909) 386-9017
Facsimile: (909) 386-8900

(e) Facsimile Transmission

Service utilizing facsimile transmission as set forth above will be effective only in respect to a person who has included a facsimile telephone number as part of its address for notice pursuant to this Section.

27. Contract Assignability

Without the prior written consent of the County, this Contract is not assignable by the Consultant either in whole or in part.

28. Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of this Contract, shall be valid only when reduced to writing, executed and approved by the required person(s) authorized to do so on behalf of Consultant and the County.

29. Attorney Fees and Costs

If any legal action is instituted to enforce any Party's rights in this Contract, each Party shall bear its own costs and attorneys' fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a Party hereto and payable under **the Indemnification and Insurance Requirements**.

30. Venue

The Parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any Party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

31. Environmental Products Requirements

In accordance with County Policy 11-08 and 11-08SP, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires consultants to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires consultants to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Consultant must be able to annually report the County's environmentally preferable purchases using the "REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES" form (Exhibit 4). Service providers are also asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

32. Iran Contracting Act of 2010

(Public Contract Code sections 2200 et seq.)

(Applicable for all Contracts of one million dollars (\$1,000,000) or more)

In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 <http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx> as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Consultants are cautioned that making a false certification may subject the Consultant to civil penalties, termination of an existing Contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Consultant agrees that signing the Contract shall constitute signature of this Certification.

33. Records

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of this Contract.

All records relating to the Consultant's personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

34. Prevailing Wage Laws

By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work". If the Scope of Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification

or type of worker needed to execute the Scope of Work available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. **Please note that amendments have been made to California Labor Code Sections 1775, 1776, and 1777.1.** Please visit the California Law web site for more details (<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1781>). Additionally, please note that recent changes have been made to the California Code of Regulations, Title 8, Chapter 2, Part IV, Section 230.1, with regards to the employment of apprentices. Please visit the Department of Industrial Relations web site for more details (<http://www.dir.ca.gov/das/DasRegulations/201011Regs320Text.pdf>). See Exhibit 5 "Prevailing Wage Requirements" for additional information and requirements for Prevailing Wage Laws. Consultant shall comply with all applicable terms and conditions in Exhibit 5. The applicable general prevailing wage determinations are on file with the County and are available to any interested party upon request. Consultant shall post a copy of the applicable prevailing wage determinations at the job site.

35. Errors, Omissions and/or Conflicts

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should County suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to County for costs of all such damages.

36. Debarment and Suspension

The Consultant certifies that neither it nor its principals, or other key decision makers, or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). As a requirement of this Contract, Consultant must be registered in the Federal Government Excluded Parties List System. Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State. Consultant agrees that signing this Contract shall constitute signature of this Certification.

37. Miscellaneous Provisions

(a) Compliance with Legal Requirements

With respect to its performance of any work required under this Contract, Consultant and its subconsultants shall be required to meet all legal requirements the County requires all of its Consultants to meet.

(b) Covenant of Good Faith and Fair Dealing

The Parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

(c) Dispute Resolution.

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

Notwithstanding any other provision to the contrary contained herein, all disputes under this Contract which cannot be resolved by the Parties shall be resolved by judicial action.

(d) Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees and subconsultants/subcontractors, while performing service for the County, on County property, or while using County equipment:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- (2) Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- (3) Shall not sell, offer, or provide alcohol or a drug to another person.

The Consultant shall inform all employees and subconsultants/subcontractors that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Consultant has with the County, if the Consultant or Consultant's employees or subconsultants/subcontractors are determined by the County not to be in compliance with above.

(e) Air, Water Pollution Control, Safety and Health

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the services performed pursuant to this Contract.

(f) Complete Agreement; Priority

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated herein by reference, and other documents incorporated herein, represents the complete agreement between the Parties. It supersedes all prior agreements and proposals between the Parties in respect to the subject matter hereof, and it may be amended, discharged or waived only by a further agreement in writing signed by each Party. To the extent there is any conflict between the terms of the text of this Contract and the terms of any Exhibit or attachment to this Contract, the terms of the text of this Contract shall control the terms of the Exhibit or attachment.

(g) Binding Effect

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties, provided no such assignment is in violation of the provisions of this Contract.

(h) Captions and Headings

Section, subsection, and paragraph captions and headings are used only for convenience and shall not be used in determining the intent of the Parties in entering into this Contract nor in otherwise construing or interpreting this Contract.

(i) Legality and Severability

The Parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

(j) Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

(l) Representation of County.

The Director of the Department of Public Works or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract and shall be the final authority in all matters pertaining to the Scope of Work by Consultant. If this Contract was initially approved by the County of San Bernardino Board of Supervisors, the Board of Supervisors must approve all amendments to this Contract.

(m) Execution in Counterparts.

This Contract may be executed in counterparts, each of which, when each Party has executed and delivered a counterpart to the other Party, shall constitute an original and enforceable Contract for all purposes.

(n) Governing Law.

This Contract shall be governed by and construed according to the laws of the State of California.

(o) Time for Performance.

Time is of the essence in performance of this Contract and of each of its provisions.

(p) Waiver.

Failure by a Party to insist upon the strict performance of any of the provisions of this Contract by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Contract thereafter.

(q) Construction Bids.

Consultant acknowledges and agrees that it will not submit a bid, or enter into any agreement with a third party, for the construction of the Project. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

(r) Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

(s) Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

(t) Disclosure of Criminal and Civil Procedures

County reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers on its respective behalf.

BOARD OF SUPERVISORS

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: **FEB 08 2022**
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By  Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____ Deputy

Geo-Logic Associates

(Print or type name of corporation, company, contractor, etc.)

By ► 
(Authorized signature - sign in blue ink)

Name Gary Lass
(Print or type name of person signing contract)

Title President / CEO
(Print or Type)

Dated: 1/25/22

Address 2777 E. Guasti Road
Ontario, CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form

► **SEE ATTACHED**
Kristina M. Robb, Principal Assistant County
Counsel

Date _____

Reviewed for Contract Compliance

► 
Andy Silao, P.E., Compliance Officer

Date 1/31/2022

Reviewed/Approved by Department

► 
Brendon Biggs, Director

Date 2-1-22

BOARD OF SUPERVISORS

►
Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Geo-Logic Associates

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____ Gary Lass
(Print or type name of person signing contract)

Title _____ President / CEO
(Print or Type)

Dated: _____

Address _____ 2777 E. Guasti Road

Ontario, CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Kristina Robb*
Kristina M. Robb, Principal Assistant County
Counsel

Date 1/26/22

Reviewed for Contract Compliance

► _____
Andy Silao, P.E., Compliance Officer

Date _____

Reviewed/Approved by Department

► _____
Brendon Biggs, Director

Date _____

Standard Contract
EXHIBIT 1
SCOPE OF WORK

EXHIBIT 1

SCOPE OF WORK

INVESTIGATION AND OPERATION, MAINTENANCE AND MONITORING SUPPORT SERVICES

**PERCHLORATE AND VOC MONITORING, GROUNDWATER TREATMENT SYSTEM AND UNIT 5
INVESTIGATION
(December 21, 2021)**

PROJECT OVERVIEW

San Bernardino County's (County's) Groundwater Treatment System (GWTS) is operated by the City of Rialto at Rialto Well No. 3 (CR-3) to treat perchlorate and volatile organic compounds (VOCs) that are related to properties at and adjacent to the County's Mid Valley Sanitary Landfill (MVSL), and to make treated water potable for use by the Cities of Rialto and Colton. In the "Four-Party Agreement" (Agreement) between the Cities of Rialto and Colton, Emhart Industries (Emhart), and the County, the CR-3 GWTS is being expanded to enable concurrent treatment of Emhart-related perchlorate and VOC impacts to groundwater associated with a 160-acre parcel positioned northeast of the MVSL. This expanded groundwater treatment project is known as the "Combined Remedy". County-related groundwater impacts are known as the Western Perchlorate Plume, and Emhart-related impacts are known as the Eastern Perchlorate Plume.

While all groundwater pumped and treated at the Combined Remedy treatment plant will be delivered to the City of Rialto (Rialto), the City of Colton will receive water from Rialto equal to the volume of water pumped by Emhart for its plume containment remedy. Approximately 200 acre-feet per year of groundwater (AFY) will also be delivered to Colton as part of a separate Agreement between the County and Colton.

With respect to the GWTS, the Agreement stipulates that:

- The Combined Remedy will operate under a Domestic Water Supply Permit held by Rialto from the California Division of Drinking Water (DDW). Rialto will be paid an Operations and Maintenance (O&M) fee by the County and Emhart to operate the Combined Remedy. [Note that Rialto has contracted with Rialto Water Services (a division of Veolia North America) to operate the Combined Remedy].
- Emhart and the County will each stipulate to Rialto the groundwater production rates that each party needs for their respective plume containment responsibilities. The County's periodic requests regarding GWTS pumping locations and rates operations will

first be announced to the City who will then instruct Veolia to implement these pumping patterns. [Note that Emhart is expected to request fairly “steady-state pumping rates during the year while the County’s requested pumping pattern includes seasonal adjustments to assure that water is sufficient for the City’s high demand summer period].

- The County identifies required pumping rates for its Miro-2 and Miro-3 plume containment production wells as well as for pumping at CR-3. [Note that the Agreement also allows Emhart to stipulate pumping at CR-3 for its own purposes and at its own costs]. Emhart identifies the pumping rate required for its EW-1 plume containment production well.
- The County and Emhart are each separately required to fund repairs and replacement of treatment plant and production well equipment that they have each installed to address their separate responsibilities to remediate the Western and Eastern Perchlorate Plumes. Equipment repairs and replacement will be overseen by Rialto as part of O&M, and funds to perform this work will be provided to Rialto by the County and Emhart.
- Rialto is required to fund repairs and replacement of equipment related to normal operation of the City’s CR-3 production well.
- Costs to operate the Combined Remedy treatment plant are shared between the County and Emhart based on the volumes that each separately pumps for their remedies and the concentration of groundwater contaminants in groundwater pumped by the two parties. These costs include energy and treatment media (granulated activated carbon for VOCs and resin for perchlorate).
- The “lifting costs” accrued by the County to pump its two plume containment production wells (Miro-2 and Miro-3) are reimbursed to the County by Rialto once “Peak” energy costs contained in Southern California Edison (SCE) invoices are modified to “Mid-Peak” rates (i.e., the City will not repay Peak charges but will repay Mid-Peak charges).
- The lifting costs accrued by Rialto to pump its CR-3 production well are the City’s responsibility except that Peak energy costs are modified to Mid-Peak rates, and the County and Emhart are responsible for the differential between Peak and Mid-Peak rates. [Note that to the extent that Emhart does not stipulate required pumping at CR-3, it is not responsible for differential costs associated with Peak and Mid-Peak rates].
- The Cities of Rialto and Colton are responsible for funding chlorination of water based on the volumes delivered by the Combined Remedy to the two cities.

- The “lifting costs” accrued by Emhart to operate its plume containment production wells (currently just EW-1) are reimbursed to Emhart by Colton.
- Based on their respective responsibilities, costs for each of the four parties will be sorted in an annual “truth-up” that parses over- and underpayment by individual parties.
- Treatment plant sampling and analyses to satisfy the DDW Permit will be performed by Rialto (Veolia) as part of routine O&M.
- Groundwater monitoring well sampling for the County’s monitoring well network will be performed by the County (GLA).
- Groundwater monitoring well sampling for Emhart’s monitoring well network will be performed by Emhart’s consultant.

PROJECT WORK SCOPE

Project work described herein is directed to support the County’s GWTS in Rialto, California. Specifically, work will involve both routine and non-routine tasks to assure that the County’s objectives are met and that its interests are well-represented.

ROUTINE TASKS

TASK 1 – REVIEW COMBINED REMEDY OPERATIONS

As the Contract Operator, Veolia will perform routine maintenance for the GWTS extraction wells and for the treatment plant and sample the extraction wells and treatment plant in accordance with the DDW Permit. Groundwater monitoring for the County’s monitoring network will be performed by SWMD (see Task 2) in accordance with directives from the Regional Water Quality Control Board (RWQCB). As part of its duties, Veolia will also monitor the status of the treatment plant equipment and will arrange for non-routine maintenance (e.g., meter or valve repair/replacement; treatment media change-outs).

GLA’s work for this task is expected to involve:

- Discussions with City and Veolia staff to review ongoing operations and any problems that come up.
- Review of City-generated treatment reports to make sure County and Emhart pumping locations and rates are tracked, and that appropriate sampling and analyses have been done to support cost allocation calculations.

- Review of City-prepared monthly summary reports that are submitted to DDW.
- Review of cost allocation calculations that will be performed by Rialto for the energy expended at the GWTS and at CR-3. A single meter measures energy required to lift (pump) groundwater from CR-3 to the ground surface (Rialto's responsibility) and the energy needed to push water through the treatment plant (County and Emhart responsibility). Rialto will calculate the energy cost allocation using a spreadsheet that was developed by GLA and County Counsel.
- Monthly meetings with Rialto, Veolia, Emhart, and SWMD to review ongoing operations, plan for changes in pumping locations and rates, prepare for GWTS repairs and media change-outs, and to explore unforeseen issues that may arise. Meeting notes will be prepared and distributed to SWMD.
- Periodic visits to the site to assess equipment status and to review non-routine maintenance funding requests (e.g., valve replacement or media change-outs).
- Review of system monitoring reports to assess the status of plant equipment (e.g., differential pressure across treatment vessels).
- Provide feedback should Rialto or Veolia have questions regarding system programming or hardware components.
- Review of groundwater pumping locations and rates to verify that they comport with the County's directives for plume containment.
- Review of preventative maintenance work that is performed to keep treatment equipment in good working order.
- Review of the City's cost allocation/sharing calculations to verify that charges to the County are correct.
- Review of SCE charges to the County for pumping at the Miro-3 well and preparation of a spreadsheet summary of charges that the County forwards to Rialto for payment.
- Review of Rialto/Veolia calculations of water volumes wheeled to Colton during the year to make sure that the County's responsibilities are addressed if the County uses the 200 acre-feet of groundwater rights that it may obtain from Colton if it desires.

TASK 1B – COORDINATION WITH EMHART INDUSTRIES

As noted above, Emhart's treatment plant expansion is part of a "Four-Party Agreement" between the cities of Rialto, Colton, Emhart and the County, and it has involved installation of

additional treatment equipment to address Emhart's pumping needs through the treatment plant to comply with USEPA directives to Emhart regarding the Eastern Perchlorate Plume. Since the expanded GWTS will act as a single plant, coordination of plant operations with Veolia and Emhart will be important to verify that the County's objectives are being met. In order for full connection between Emhart's new equipment and the County's existing equipment, several issues will need to be resolved. At a minimum, these include:

- Discussions with Emhart's consultant to make sure that the GWTS's operational logic is adjusted as necessary.
- The GWTS's programmable logic controller (PLC) will need to be reprogrammed to include the new, more complicated combined remedy operations.
- Perimeter security wall construction will largely be completed by the City, but its design and installation must meet County needs.
- Internal security must be addressed to safeguard treatment equipment and wells. GLA will review these plans, but construction and operational costs will be shared between the County and Emhart.
- Emhart is currently preparing permitting documents for the Combined Remedy. These documents affect the County's GWTS goals. GLA will review these documents and provide comments to the County for distribution to Emhart and Rialto.
- Periodic discussions with Emhart to review operational issues that come up and changes to both operational/maintenance procedures and treatment equipment that may optimize the Combined Remedy.
- Review of media change-out vendor selection and activities, and associated charges for appropriate County / Emhart split.
- Review and selection of appropriate method to "make-up" water needed for Colton when either the treatment plant or Emhart's EW-1 well are not operational.

TASK 1C – MEDIA REPLACEMENT REVIEW AND COORDINATION

This is an interim task that will be performed while the O&M work for the combined remedy is finalized with Emhart and Rialto. GLA will work with Rialto and Emhart to make sure that the media vendors that are selected during initial startup of the combined remedy provide appropriate costs.

TASK 2 - GROUNDWATER MONITORING & REPORTING

Monitoring Program - Groundwater monitoring and reporting will be performed for the Rialto GWTS in accordance with procedures detailed in the project Operations, Maintenance, and Monitoring Plan (OMMP) (GLA, 2016; 2021 [pending]) and as directed by the RWQCB (2015; 2021 [pending]).

As described in the 2016 OMMP, groundwater monitoring and reporting is currently performed on a bi-monthly basis. All GWTS monitoring wells are sampled in January and July, and select wells are sampled during the other four bi-monthly sampling events. All monitoring activities are completed in accordance with procedures approved by the RWQCB (GLA, 2011a, 2011b; RWQCB, 2012, 2015).

The County is currently preparing the 2021 OMMP which identifies streamlined monitoring that recognizes the +20-year wealth of Western Perchlorate Plume monitoring data. It proposes a change from bi-monthly monitoring to quarterly monitoring (with one network-wide annual monitoring event), and eliminates testing for constituents that have not been present in groundwater during the historical monitoring period. We estimate that project savings would be greater than \$500,000 during the three years of the extended contract if the RWQCB approves these changes.

As indicated below, many of the wells and piezometers were constructed with separate “shallow” (i.e., “[S]”) and “deep” (i.e., “[D]”) well screen and casing segments within a single well bore to permit monitoring of multiple groundwater zones. Some wells were constructed as triple-cluster wells that monitor the Intermediate Aquifer (designated [B]) and also shallow and deep intervals of the Regional Aquifer (designated [C1] and [C2]). Several monitoring wells are multiport wells that permit sampling at six to seven discrete vertical elevations within each well.

In addition to extraction wells CR-3, Miro-2 and Miro-3, the County’s GWTS includes 32 existing monitoring wells. Note that three more wells are expected to be required by the RWQCB to support development of the Unit 5 expansion area at the MVSL, bringing the total number of monitoring wells for the project to 35 wells. Since many of the wells are dual-nested wells and multiport wells, the total number of monitoring points is 111, with 42 single or nested monitoring points and 69 multiport monitoring points. Well locations are listed below and depicted on Figure 1 (attached).

RIALTO GROUNDWATER MONITORING NETWORK

Well ID	General Location	Sampling Intervals	Monitoring Frequency	Sampling Technique
F-3	Source Proximate	1	Semiannual (2x/yr)	HS
F-6	Source Proximate	1	Semiannual (2x/yr)	ESP
F-6A (S)(D)	Source Proximate	2	Semiannual (2x/yr)	DB
F-32	West Side	1	Semiannual (2x/yr)	DB
F-35 (S)(D)	Southwest	2	Semiannual (2x/yr)	DB
F-36 (S)(D)	Southwest	2	Semiannual (2x/yr)	DB
N-1 (S)(D)	East Side*	2	Semiannual (2x/yr)	HS/DB
N-2 (S)(D)	East Side*	2	Semiannual (2x/yr)	HS/DB
N-3 (S)(D)	Source Proximate	2	Semiannual (2x/yr)	QED/DB
N-5	Source Proximate	1	Semiannual (2x/yr)	QED
N-6 (S)(D)	East Side*	2	Semiannual (2x/yr)	DB
N-7 (S)(D)	West Side	2	Semiannual (2x/yr)	DB
N-8 (S)(D)	Center Plume	2	Semiannual (2x/yr)	QED/DB
N-9 (S)(D)	Center Plume	2	Semiannual (2x/yr)	DB
N-10 (S)(D)	Center Plume	2	Semiannual (2x/yr)	QED/DB
N-11 (S)(D)	East Side*	2	Semiannual (2x/yr)	HS/DB
N-12	Center Plume	1	Semiannual (2x/yr)	HS
N-13 (S)(D)	Center Plume	2	Bi-Monthly (6x/yr)	QED/DB
N-14 (S)(D)	Center Plume	2	Bi-Monthly (6x/yr)	QED/DB
N-15 (S)(D)**	Southeast**	2	Semiannual (2x/yr)	QED/DB
N-16 (B)	West Side	1	Semiannual (2x/yr)	DB
N-19R (B)(C1)(C2)	Source Proximate	3	Semiannual (2x/yr)	QED/HS
N-20 (6 Zones)	West Side	6	Semiannual (2x/yr)	Westbay
N-21 (S)(D)**	South	2	Bi-Monthly (6x/yr)	HS
Unit 5 Cluster#1 (S)(D)***	Source Proximate	2	Semiannual (2x/yr)	Westbay
M-1 (S)(D)	Center Plume	2	Semiannual (2x/yr)	QED
M-2 (7 Zones)**	South**	7	Bi-Monthly (6x/yr)	Westbay
M-3R (7 Zones)	Center Plume	7	Bi-Monthly (6x/yr)	Westbay
M-4 (S)(D)	West Side	2	Bi-Monthly (6x/yr)	Westbay
M-5 (7 Zones)	West Side	7	Bi-Monthly (6x/yr)	Westbay
M-6 (7 Zones)	East Side	7	Bi-Monthly (6x/yr)	Westbay
M-7 (7 Zones)	West Side	7	Bi-Monthly (6x/yr)	Westbay
M-8 (7 Zones)	West Side	7	Bi-Monthly (6x/yr)	Westbay
M-9 (7-Zones)**	South	7	Bi-Monthly (6x/yr)	Westbay
Unit 5 Multi #1 (7 Zones)***	Source Proximate	7	Semiannual (2x/yr)	Westbay
Unit 5 Multi #2 (7 Zones)***	Source Proximate	7	Semiannual (2x/yr)	Westbay

DB- disposable bailer; ESP- electric submersible pump; HS- Hydrasleeve; QED- bladder pump; Westbay; proprietary vessels.

*- Considered within Eastern Perchlorate Plume.

** - Downgradient of extraction wells.

*** - Planned for Unit 5 Expansion Project



24 hours of observation. Prior to sampling a well, the depth to groundwater will be measured to the nearest 0.01 foot from an established well datum (e.g., top of casing) using either a decontaminated electric sounding device or bubbler depending on the nature of any dedicated equipment present in the well. The depth to water will then be used to calculate the water surface elevations in the wells, and to calculate appropriate purge volumes for those wells not equipped with low-flow purge equipment. During each sampling event, in order to evaluate groundwater flow conditions, groundwater depths will be measured on the same day if possible in all accessible site wells.

Single samples will be collected from each monitoring point and these samples will be analyzed for the monitoring parameters specified in the RWQCB-approved OMMP. Groundwater samples will be collected following the procedures outlined in the *Practical Guide for Groundwater Sampling* (Barcelona, et al., 1985), *RCRA Groundwater Monitoring Technical Enforcement Guidance Document* (U.S. EPA, 1986), and *Low-Flow (Minimal Drawdown) Groundwater Sampling Procedures* (Puls and Barcelona, U.S. EPA, 1995).

Samples are collected using four methods: (1) single or dual “cluster” wells with dedicated pumps are purged and sampled using those pumps; (2) grab samples are obtained from small diameter (2-inch) wells using virgin, disposable Teflon bailers; (3) grab samples are obtained from single or dual “cluster” wells that do not have dedicated pumps using HydraSleeve™ sampling techniques in accordance with protocols identified by the Interstate Technology Regulatory Counsel (ITRC, 2007), and (4) multiport wells are sampled using proprietary (Westbay Instruments) equipment that induces laminar flow of groundwater into stainless steel collection vessels. Multi-port well sampling equipment is decontaminated before and between sampling (using the protocols described above) and this process generates relatively small volumes of water.

Where wells are purged prior to sampling, purged water will be collected and monitored, and purging rates will be low enough so as not to induce turbulent flow within the well. As a well is purged, indicator parameters (pH, temperature, specific conductance, dissolved oxygen, salinity, and turbidity) will be monitored and recorded until they have stabilized to within about 10 percent of the preceding measurements and show no discernible upward or downward trend. For sampling locations where pumps are not used, samples will be collected in laboratory-supplied clean containers, and appropriate field instruments will be used as water is discharged to the containers for field measurements of indicator parameters. As approved by the RWQCB, the small volumes of water that are purged from wells will be contained in truck-mounted polyethylene tanks and discharged to the water disposal pit at the CR-3 treatment plant.

GLA recognizes that many of the field parameters (such as pH and dissolved oxygen) have a very short holding time, and therefore careful calibration of field instruments will be maintained. GLA will accomplish this calibration daily following manufacturer’s recommendations.

All groundwater samples will be poured from the pump discharge or bailer directly into the sample containers by pouring the sample down the sides of the container with as little turbulence as possible. Sampling containers will be filled in order of volatility (volatile organic compounds first, then semi-volatile organic compounds, pesticides, herbicides, general chemistry, and metals). Vials for volatile organic analyses will be filled completely to fill all the air space, capped, turned upside down, and tapped to check for air bubbles.

Trip blanks will accompany sample containers from the laboratory, through the field operations, and return to the laboratory as a QC check to determine if contamination has been introduced from the sample containers or laboratory water. One trip blank, one equipment blank, and one field blank will be obtained per day of sampling. For wells without dedicated pump systems, equipment blanks will consist of distilled, deionized, reagent-grade laboratory water passed through representative sampling equipment (e.g., bailers and bottom emptying devices) as a test of equipment decontamination. Finally, field blanks will be collected by pouring laboratory provided reagent-grade water directly into a set of sample vials as a test of site-specific environmental conditions. Field blanks will be collected at a frequency of one per day. Based on our experience with this program, and the ability of the laboratory to provide adequate internal QA/QC, duplicate samples will be collected at a frequency of one per semi-annual monitoring event.

After a sample has been collected, it will be stored in a field ice chest where ice cubes or “blue ice” packs will be used to cool and maintain the samples. To prevent breakage, bubble wrap or an alternative material will be placed around the samples so they do not touch each other or the side of the shipping container. Each sample will be catalogued on appropriate Chain-of-Custody documentation after it has been collected, and these Chain-of-Custody records, and other appropriate paperwork, will be sealed in a plastic bag taped to the lid of the shipping container and will accompany each sample to the analytical laboratory. It is anticipated that samples will be provided to the laboratory courier at the end of each sampling day, and the field sampler will be responsible for the care and custody of the samples until they are shipped or otherwise delivered to the laboratory custodian.

As discussed in the following sections, GLA will review analytical data promptly upon receipt of certificates of analysis to assess possible departures from historical data or trends.

Responses for Sampling/Laboratory Contamination - While GLA strives to collect samples that are representative of field conditions, “false positive” or anomalous results are an expected artifact of any sampling program. When analytical results indicate that samples may have been impacted by field or laboratory conditions the results of the accompanying QA/QC samples will be evaluated to determine if the samples could have been contaminated during the sample collection or analytical processes. When field contamination is suspected, the sampling procedures will be reviewed with the sampling crew and/or analytical laboratory to minimize the potential for a repeat of the error. [For example, if gasoline components are detected in the samples and the field blank, it is possible that the samples were collected downwind of a gasoline-powered engine, and correction may include verification that samples are collected upwind of a potential contaminant source.]

In the case of suspected laboratory contamination, GLA will review the data to identify possible contaminant sources, and will meet with the analytical laboratory to discuss the historical data and potential false positive results. The laboratory will be required to identify the cause of laboratory-related sample contamination, and will be required to implement a program to reduce the possibility of future contamination. In any event, if the "false positive" cannot be readily dismissed, as a result of analytical or field QA/QC procedures, GLA will perform a retest of that monitoring point as required.

Verification Sampling - For purposes of verification, two discrete retest samples will be collected from each monitoring point where field and/or laboratory contamination is suspected using the same sampling and analytical protocols that were employed to obtain the primary sample. Retest samples will be collected within 30 days of determination of a possible anomaly, and will be analyzed only for those constituents that were associated with the anomaly. If the compound is not detected at similar levels in either of the retest samples, then a false positive detection will be concluded for the primary sample.

Data Validation - Data evaluation represents the most significant aspect of the monitoring and reporting program since without valid data, conclusions regarding plume conditions cannot be justified. Once validated, the data will provide a basis for interpretation of site conditions at a level that satisfies RWQCB requirements.

The data validation process will include implementation of all the QA/QC procedures that are identified in the RWQCB-approved Quality Assurance Project Plan (QAPP) that was prepared for this project (GLA, 2010). The overall organization and content of the QAPP follows the guidelines in the EPA document entitled, EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations (EPA QA/R-5, Draft Final, 1993). The QAPP was prepared to assure that data produced by the laboratory is scientifically sound, valid, defensible, and of known, acceptable, and documented quality.

Data Quality Objectives (DQOs) have been established to facilitate the production of statistically validated data in an efficient manner. The DQO process assures that the type, quantity, and quality of environmental data used in decision making is appropriate for the intended application. Data quality for this project is judged in terms of its precision, accuracy, completeness, comparability and representativeness. The laboratory DQOs established for each of these valuations is 90% where at least ten QC sample results are reported. The following sections separately summarize the DQOs as they relate groundwater samples that will be collected for the Rialto GWTS monitoring project.

Accuracy - Accuracy is the degree of agreement between a measurement or average of measurements and an accepted reference or "true" value and, as such, is a measure of bias in the system. The Accuracy of a measurement system is impacted by the errors introduced through the preservation, handling, sample matrix, sample preparation, and analytical techniques. Acceptance limits are based upon previously established laboratory performance for similar samples. In this approach, control limits are established to reflect the minimum and maximum recoveries expected for individual

measurements for an in-control system. Recoveries outside the established limits indicate some assignable cause (other than normal measurement error), and the possible need for corrective action. This could include recalibration of the instrument, reanalysis of the QC sample, reanalysis of the samples in the batch, or flagging the QA/QC data as suspect if the problems cannot be resolved.

For this project, laboratory control sample (LCS), matrix spike (MS), and surrogate spike recoveries are the primary indicators of Accuracy. For the LCS, MS and surrogate spike samples, the laboratory introduces a known amount of chemicals to a laboratory QC sample and then compares the known chemical concentration with the measured concentration. As indicated in the laboratory certificates of analysis, each monitoring parameter has different control limits between known and measured concentrations.

Precision - Precision gauges the agreement among individual measurements of the same property under similar “prescribed” conditions. Control limits are established by the laboratory to define (quantify) Precision for duplicate laboratory control samples (LCSD) and duplicate matrix spike (MSD) samples from a preparation batch. Precision is confirmed when the relative percentage difference (RPD) for duplicate results fall within control limits. Project RPD control limits are indicated on the laboratory certificates of analysis.

Completeness - Completeness is a measure of the amount of successful analyses obtained from a sampling program compared to the amount expected to be obtained under correct, normal conditions. Successful analyses are derived from samples that arrived at the laboratory intact and accompanied by a completed chain-of-custody, were appropriately preserved, and contained sufficient volume to allow the requested analyses to be performed. Furthermore, the analyses must have been completed within specified holding times and in such a manner that the other analytical QC measures are met.

Comparability - Comparability involves an assessment of the confidence with which one data set can be compared to another data set measuring the same property. Although comparability cannot generally be quantified, the samples that will be collected for this project will be obtained in accordance with the project Sampling Plan and will be analyzed according to laboratory-specific Standard Operating Procedures (SOPs) that are consistent with federally established guidelines. Comparability is further facilitated by consistent laboratory analytical methods and basis of analyses (detection limits and volume, for example), consistency in the reporting units, and analysis of standard reference materials.

Representativeness - Representativeness involves an assessment of the degree to which analytical results accurately and precisely represent the characteristics of a population and is evaluated using field and laboratory method blank data. While laboratory and field blank samples should yield non-detect results, occasionally blank samples yield detectable concentrations which may reflect bias in the primary sample analytical results. However, if the detectable concentrations in blank samples are less than 10% of

the primary sample results, the primary sample results are considered acceptable.

Trend Analyses – Trend analyses will be performed to evaluate changes in plume concentrations and trajectories. Two methods will be employed. First groundwater analytical data for TCE and perchlorate will be plotted on time-series graphs along with measured groundwater elevations. Second, recognized computer program software will be used to identify both short-term and long-term trends for perchlorate and TCE using the Sen's Slope statistical method.

GWTS Operations - Based on the County's RWQCB-approved OMMP, a seasonal pumping pattern is being implemented with high pumping rates during the City's 5-month long high summer demand period and lower pumping rates during the remainder of the year. A summary of the GWTS operable status will be compiled and presented in each bi-monthly report. The status summaries will identify:

- Number of operable and inoperable days along with an explanation for the causes of any "down periods" and the steps that were taken to repair or service the treatment plant equipment.
- The total volume of groundwater pumped and treated.
- The range of perchlorate and TCE concentrations measured in samples obtained from GWTS extraction wells and the associated mass of contaminants that were removed from water.

Plume Containment Evaluation - In accordance with the OMMP, Western Plume containment will be evaluated using a variety of methods:

Data Review – The adequacy of the data collected during each monitoring period will be assessed to evaluate the ability of the GWTS to meet the project remedial action objectives (RAOs) identified in the Western Plume RI/FS (GLA, 2005b). Data collected should be consistent with earlier assessments of hydrogeologic and plume transport conditions in the project area, and with the site conceptual model. Deviations will be discussed along with an evaluation of the on-going plume containment strategy.

Field-Based Calculations of Plume Containment – Groundwater elevation measurements obtained at the GWTS monitoring wells will be used to develop equipotential contours to depict groundwater flow directions in and around the GWTS. This information will be used to verify that the Western Plume flows toward GWTS extraction wells.

Calculated Plume Containment Pumping Requirements - Equations provided in the USEPA guidance document (2008) will be used to calculate pumping rates required to contain the plume and to provide a low and high estimate of the width of the plume that is being captured by GWTS extraction. Using the USEPA equations, and based on the current groundwater gradient and the geometry of the Western Plume, the

pumping rate required to contain the plume will be calculated and compared to actual GWTS pumping rates.

Compatibility of Field Measured and Modeled Plume Behavior - Monitoring data collected during the monitoring periods will be evaluated with respect to conditions identified in the County's groundwater model (GLA, 2016) to determine whether adjustments to the model should be made to account for new conditions not anticipated by the model. Monitoring results will be evaluated with respect to concentration trends to evaluate plume trajectory and cleanup efficiency. Modeling will also be performed to assess the modeled plume capture width under current groundwater conditions and pumping stresses, and these results will be compared with both calculated and field measured conditions.

Summary - A summary evaluation will be made to assess the adequacy of the existing understanding of plume migration rates and trajectories, and to evaluate the effectiveness of on-going plume containment operations. This assessment will address the plume's target capture zone and the current pumping strategy for plume containment. Criteria for modifying these items in the future will be identified.

Monitoring Report Preparation

Prior to submittal of any work product to SWMD, GLA will provide comprehensive senior peer review of all deliverable technical documents. In addition, SWMD will approve all project work scopes and will also review all deliverables in draft form so that the final submittals are responsive to SWMD needs. A draft copy of each report will be submitted to the SWMD approximately two weeks prior to the RWQCB submittal date. GLA will distribute the reports on behalf of SWMD to the RWQCB, Rialto, DDW and other agencies as may be directed by SWMD.

Semi-Annual Monitoring Reports - The RWQCB has directed that all GWTS groundwater monitoring wells be sampled and reports be prepared for January and July sampling events each year. Each semi-annual monitoring report will contain the following:

- Executive summary
- Table of contents
- Introduction
- Background
- Hydrogeologic Setting
- Groundwater Monitoring Network
- Monitoring Activities
- QA/QC Summary
- Monitoring Results
- Discussion of Monitoring Results
- Groundwater Treatment System Operations
- Plume Containment Evaluation
- Closure

- References
- Tabulated Summaries of Measured Current and Historical Groundwater Elevations
- Tabulated Summaries of Current and Historical Laboratory Analytical Results
- Figures Depicting Groundwater Flow Directions
- Figures Depicting Perchlorate and TCE Distributions
- Tabulated Summaries of GWTS Operations and Sampling Results
- Figures Depicting Plume Capture Conditions

Bi-Monthly Monitoring Reports - The RWQCB has directed that select GWTS groundwater monitoring wells be sampled bi-monthly to support assessment of on-going plume containment efforts. These reports will include the following:

- Introduction
- Hydraulic Capture Analyses
- Groundwater Sampling
- Conclusions
- Tabulated Summaries of Measured Current and Historical Groundwater Elevations
- Figure Depicting Groundwater Well Locations and Flow Directions
- Tabulated Summaries of GWTS Operations and Sampling Results

TASK 3 – PROJECT ADMINISTRATION

Project administration includes tracking project progress and expenditures, review of contractor invoices, responses to SWMD and agency requests for information, and preparation of monthly invoices to SWMD.

NON-ROUTINE TASKS

Task 4 – GWTS SAMPLING

This is an interim task that will be performed while the O&M work for the combined remedy is finalized with Emhart and Rialto. It involves payment of the analytical costs that the City currently accrues to sample the Treatment Plant. Once the O&M work is defined and the four parties agree, the City will bill Emhart and the County directly for these analytical charges.

TASK 5 – GWTS EQUIPMENT REPAIRS AND REPLACEMENT

The GWTS equipment was purchased and installed by the County between 2005 and 2010, and continuing operability of the system is the County's responsibility. Though Rialto/Veolia will perform preventative maintenance, GWTS equipment will require non-routine maintenance, repairs, and replacement.

Many GWTS equipment parts are old and important replacement parts may be difficult, if not impossible, to obtain. The time and monies allocated for this task recognize that the GWTS has

operated for more than 17 years and that it is not possible to accurately predict the timing or scope of needed repairs.

Examples of equipment that may require repairs or replacement include:

- Faulty valves and meters.
- Damaged bag filter units.
- UV unit parts and repairs.
- Variable Frequency Drive parts and repairs.
- Treatment vessel parts and repairs.
- Logic system parts and repairs.
- Well Pump and motor parts and repairs.

TASK 6 – MVSL UNIT 5 PREDEVELOPMENT INVESTIGATION SUPPORT SERVICES

This task supports the Predevelopment Investigation planned for the Unit 5 expansion area immediately east of the MVSL. Major subtasks associated with this work include:

- A. Preparation of a drilling contractor specification package. SWMD will issue the specifications and directly hire the drilling contractor for the project.
- B. Logistical assistance to obtain drilling permits, survey proposed boring locations, and recalculate the depths required for drilling at each location.
- C. Boring and well construction oversight. GLA will continuously observe all drilling contractor operations and will prepare boring logs and well construction summary logs for integration in a project report that will ultimately be submitted to the SARWQCB.
- D. Laboratory analyses of soil and groundwater samples. GLA will assure that the testing program described in the project work plan is followed and that data are routinely reviewed, verified, and tabulated.
- E. Preparation of the PI report. GLA will prepare a technical report that describes the methods used and results of the field and laboratory investigation.
- F. Agency Liaison. GLA will work with the County to routinely communicate with RWQCB staff to keep them informed concerning project progress. Importantly, GLA will obtain approvals from RWQCB staff for project monitoring well configurations.

These major tasks are further described below:

Task 6A – Contractor Bid Assistance

- Prepare Technical Specifications for exploratory drilling, soil and groundwater sampling, and nested and multi-port monitoring well construction.
- Prepare well contractor bid documents and assist with distribution to qualified well contractors.
- Assist with review of well contractor bid responses and selection of a project well contractor.

Task 6B – Field Work Logistical Support

- Prepare and submit 18 soil boring and three monitoring well permit applications for submittal to the County of San Bernardino Department of Environmental Health Services.
- Retain and coordinate the services of a state-licensed Land Surveyor to confirm each of the 21 drilling locations and identify the pre-2000 ground surface elevation (i.e., original grade [OG]).
- Provide Dig Alert notification assistance that includes field marking to indicate drilling locations.
- Establish Health and Safety Plan (HASP) monitoring stations to support field work at the various drilling locations and to assess dust generation during completion of the work.

Task 6C – Borings & Well Construction Oversight

All boring and well construction work will be performed under the direction of a state-certified Hydrogeologist. Monitoring well construction will be performed directly for SWMD by a state-licensed (C-57) water well contractor in accordance with standards identified in DWR Bulletin No. 74-90. Well drilling and construction activities will be documented by supervised and qualified field geologists who will log borings, record well construction information, and retain groundwater samples for laboratory analyses. Task work involves:

- Provide a qualified field geologist for each drill rig mobilized for the project who will be responsible for collecting samples during drilling, will prepare boring and well construction summary logs, and will generally document all work that is performed.
- Provide a field assistant who will aid each field geologist during drilling and sampling work that occurs in the first 30 feet of subgrade below OG.
- Conduct weekly site visits by a project Hydrogeologist who will monitor and review work being performed by field geologists and the field assistant.
- Monitor all geophysical surveys conducted by the well contractor.
- Preparation of conceptual well construction plans for RWQCB approval that indicate where well screens and sampling ports will be located within completed wells.
- Provide full-time construction quality assurance during well construction activities.
- Collect a single round of samples from each newly constructed groundwater monitoring well in accordance with the Rialto Perchlorate Project sampling and analysis plan that has been approved by the RWQCB.

Task 6D – Laboratory Testing, Data Review, and Tabulation

- Obtain the services of a qualified analytical laboratory to perform soil and groundwater analyses in accordance with the project's work plan.
- Coordinate with the analytical laboratory to deliver all necessary containers and shipping coolers required for soil and groundwater sampling.
- Provide support staff responsible for receiving and cataloging analytical laboratory data as it is made available by the project laboratory.

- Perform an analysis of project analytical results to evaluate compliance with the Data Quality Objectives that are included in the Quality Assurance Project Plan that is employed for the County's Rialto Perchlorate and VOC monitoring program.
- Review and assessment of laboratory results.

Task 6E – Technical Reporting

- Preparation of a draft written report that describes the methods used to drill and construct the wells, the lithologic materials and groundwater conditions that were encountered during drilling and well construction, the configuration of the wells, and the results of soil and groundwater sample analyses.
- Identify areas that may be impacted by historical operations on the property with descriptions of the follow-on work that the County will complete to prepare for excavation activities.
- Preparation of a final written report that integrates County comments and edits.
- Upload the report to Geotracker.

Task 6F – Regulatory Liaison

- Represent the County in discussions and meetings with the RWQCB.
- Prepare supporting documents and exhibits as necessary.

Standard Contract
EXHIBIT 2

COST PROPOSAL

		Cost FY 21-22	Cost FY 22-23	Cost FY 23-24	Cost FY 24-25	Cost FY 25-26	5-Year Totals
ROUTINE TASKS							
TASK 1A	Review and Evaluate Combined Remedy Operations	\$32,453	\$64,906	\$66,482	\$66,482	\$66,482	\$296,804
TASK 1B-2	Emhart Coordination	\$29,441	\$58,882	\$66,482	\$66,482	\$66,482	\$287,768
TASK 1C	Media Replacement Review and Coordination	\$12,500	\$0	\$0	\$0	\$0	\$12,500
TASK 2	GROUNDWATER M&RP						
	January Semi-Annual Event	\$0	\$143,572	\$143,572	\$143,572	\$143,572	\$574,288
	March Bi-Monthly Event	\$61,164	\$61,464	\$61,464	\$61,464	\$61,464	\$307,019
	May Bi-Monthly Event	\$61,164	\$61,464	\$61,464	\$61,464	\$61,464	\$307,019
	July Semi-Annual Event	\$0	\$113,184	\$113,184	\$113,184	\$113,184	\$452,737
	September Bi-Monthly Event	\$0	\$60,124	\$60,124	\$60,124	\$60,124	\$240,497
	November Bi-Monthly Event	\$0	\$60,124	\$60,124	\$60,124	\$60,124	\$240,496
TASK 3	Administration	\$30,492	\$146,736	\$146,736	\$146,736	\$146,736	\$617,436
NON-ROUTINE TASKS							
TASK 4	GWTS Sampling and Analyses Performed by the City of Rialto	\$30,000	\$60,000	\$0	\$0	\$0	\$90,000
TASK 5	GWTS Equipment Repairs / Replacement	\$125,000	\$325,000	\$325,000	\$325,000	\$325,000	\$1,425,000
TASK 6	MVSL Unit 5 Soils Investigation	\$675,000	\$300,000	\$0	\$0	\$0	\$975,000
UPDATED PROJECT TOTAL						\$5,826,563	

Standard Contract
EXHIBIT 3

INVOICE SUMMARY

Company Name/Letterhead
Remit to Address
City, State, Zip Code

SAMPLE

Date

County of San Bernardino
Department of Public Works
Solid Waste Management Division
222 W. Hospitality Lane, 2nd Floor

Invoice # _____

San Bernardino, CA 92415-0017

Attention: Fiscal Section

Project Title: "Anytown" Landfill-Expansion

Description of the Project: Conceptual Design and Permitting for the Expansion Area

Contract #: 00-000

INVOICE SUMMARY

Site Location	Task #	Scope of Work	Amount	Less	Net Amount
"Anytown"	100	Design Parameters	\$	(\$)	\$
"Anytown"	200	Geotechnical Analysis	\$	(\$)	\$
"Anytown"	500	CEQA Support/Public Relations	\$	(\$)	\$
"Anytown"	900	Meetings/Project Coordination/Admin			
		Total Current Charges	\$ (\$)		
		Total Charges Due	\$		

Submitted by: _____
(Name) (Title)

(Telephone)

Note: ALL terminology should be consistent with language used in the contract.

REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES FORM

Green Purchasing Report from _____ (vendor)

Account No. _____
MM/DD/YYYY to MM/DD/YYYY

[illegible]

Standard Contract

Exhibit 5

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of

Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h).

(h). Review of a civil wage and penalty assessment issued under this subdivision may

be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice

is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

a. Submit Contract Award Information (DAS-140):

- i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice*.
- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

- vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. **Make Training Fund Contributions**
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life

or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman:

- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.