

AGREEMENT NUMBER <b>01-083-550-0</b>
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1. This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**State Water Resources Control Board**  
 CONTRACTOR'S NAME  
**County of San Mateo**
2. The term of this Agreement is: **July 1, 2001** through **June 30, 2004**
3. The maximum amount of this Agreement is: **\$ 175,000.00**  
**One hundred seventy five thousand dollars**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	1 page(s)
Exhibit A-1 – Work to be Performed	4 page(s)
Exhibit B – Budget Detail and Payment Provisions	4 page(s)
Exhibit C* – General Terms and Conditions	<u>GTC201</u>
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit – D Special Terms and Conditions (Attached hereto as part of this agreement)	3 page(s)
<input type="checkbox"/> Exhibit – D* Special Terms and Conditions	_____
Exhibit E - SWRCB CBI Special Conditions	4 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language)

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>County of San Mateo</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jerry Hill, President, Board of Supervisors</b>		
ADDRESS <b>445 County Center, 4<sup>th</sup> Floor Redwood City, CA 94063</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>State Water Resources Control Board</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Bill Brown, Chief, Division of Administrative Services</b>		
ADDRESS <b>1001 I Street, Sacramento, CA 95814</b>		

## EXHIBIT A

## SCOPE OF WORK

1. Contractor agrees to provide to the State Water Resources Control Board (SWRCB) subvention services as described herein: A study shall be conducted to locate sources of fecal contamination in Pillarcitos Creek and Frenchman's Creek. Enforcement measures along with best management practices will be used to eliminate the identified sources.
2. The services shall be performed at County of San Mateo, Pillarcitos watershed.
3. The project representatives during the term of this agreement will be:

## PROJECT REPRESENTATIVES

State Agency: State Water Resources Control Board	Contractor: County of San Mateo, Health Services Agency
SWRCB Project Representative: Mr. Christopher Stevens	Project Representative: Director of Health Services Agency, Jerry Hill, Pres. San Mateo Board of Supervisors
Phone: (916) 341-5698	Phone: (650) 573-2582
Fax: (916) 341-5707	Fax: (650) 573-2116

The SWRCB's Project Representative shall be Mr. Christopher Stevens of the Division of Clean Water Programs. The SWRCB Project Representative shall be the day-to-day representative for administration of this agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the SWRCB with respect to this agreement. The SWRCB's Executive Director, or designee, may also perform any and all acts that could be performed by the SWRCB Project Representative under this agreement. Except as otherwise expressly provided, all communications relative to this agreement shall be given to the SWRCB Project Representative.

The Project Representative shall be Mr. Jerry Hill and/or his designee. The Project Representative shall be the Contractor's representative for the technical conduct and administration of the agreement and shall have full authority to act on behalf of the Contractor. All communications given to the Project Representative shall be binding as if given to the Contractor.

The parties may change their SWRCB Project Representative or Project Representative upon providing written notice to the other party.

<b>Direct all inquiries to:</b> State Water Resources Control Board	Contractor's Name County of San Mateo, Health Services Agency
Division of Clean Water Programs	Section/Unit Environmental Health
Attention: Ms. Connie Perkins	Attention: Mr. Steven Hartsell
Address: PO Box 944212 Sacramento, CA 94244	Address: 455 County Center, 4 <sup>th</sup> Floor Redwood City, CA 94063
Phone: (916) 341-5825	Phone: (650) 363-4798
Fax: (916) 341-5707	Fax: (650) 363-7882

4. Detailed description of work to be performed and duties of all parties shall be provided in accordance to Exhibit A-1 Work To Be Performed which is attached hereto and made part of this agreement

## EXHIBIT A-1 – WORK TO BE PERFORMED

### A. BACKGROUND AND GOALS

The State of California has established the Clean Beaches Initiative Grant Program as part of the Budget Act of 2001, Senate Bill 739 to provide funding in a statewide effort to reduce the health risks and increase the public's access to clean beaches. In accordance with the Costa-Machado Water Act of 2000, funding of \$250,000 has been appropriated to provide for the study and mitigation of contaminants that have resulted in periodic posting of the state beaches at Pillarcitos and Gazos. The first phase of this contract will use \$175,000 to address the Pillarcitos Watershed. This contract will be amended to encumber the remaining balance of the grant monies once the Beach Water Quality Task Force has reviewed the findings and ability of the first phase of this project to identify and eliminate sources.

Pillarcitos Creek is a perennial creek that arises on the western slope of Montara Mountain in the San Francisco State Fish and Game Refuge and enters the Pacific Ocean at Half Moon Bay. Frenchman's Creek also empties into the ocean in the same area, and therefore is included in the project. The amount of bacteria carried by these creeks into the ocean has resulted in postings at the adjacent beaches at least annually for decades. The first step in this project will map known potential sources of contamination within the watershed and eliminate the sources. Then, a top-down approach will be used to methodically sample, track, identify, and eliminate sources of bacteria in the watershed. Enforcement of existing septic compliance laws and voluntary use of Best Management Practices (BMP) by animal owners and facility operators is expected to eliminate the identified sources. The following organizations are involved with the planning and coordination efforts of this project: San Mateo County Surfriders, San Mateo County Farm Bureau, and Sewer Authority Midcoast.

### B. WORK TO BE PERFORMED

The Contractor shall be responsible for the performance of the work as set forth herein below and for the preparation of products and a final report as specified in this Exhibit. The Project Representative shall promptly notify the SWRCB Project Representative of events or proposed changes that could affect the scope, budget, or schedule of work performed under this agreement.

#### Task 1. Project Management and Administration

- 1.1 Provide all technical and administrative services as needed for contract completion; monitor, supervise and review all work performed; and coordinate budgeting and scheduling to assure that the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Ensure that the contract requirements are met through completion of quarterly progress reports and through regular communication with the SWRCB Project Representative. The progress reports shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this contract. The description of activities and accomplishments of each task during the quarter shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts.
- 1.3 State Disclosure Requirements - Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this contract:

"Funding for this project has been provided in full or in part through a contract with the State Water Resources Control Board (SWRCB) pursuant to the Costa-Machado Water Act of 2000 (Proposition 13) and any amendments thereto for the implementation of California's Nonpoint Source Pollution Control Program. The contents of this document do not necessarily reflect the views and policies of the SWRCB, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." (Gov. Code 7550, 40 CFR 31.20)

## EXHIBIT A-1 – WORK TO BE PERFORMED

The Contractor shall include in each of its contracts for work under this contract a provision that incorporates the requirements stated within this subtask.

- 1.4 The Contractor and any of its contractors shall notify the SWRCB Project Representative at least ten working days prior to any public or media event publicizing the accomplishments and/or results of this contract and provide the opportunity for attendance and participation by SWRCB representatives.
- 1.5 Complete a one-page contract summary form (form to be provided by the SWRCB) within three months of the contract execution.
- 1.6 Award contract(s) to appropriate organization(s) to perform tasks as outlined in this agreement. Document steps taken in soliciting and awarding the contract and submit them to the SWRCB Project Representative for review. Document all contractor activities in quarterly reports.
- 1.7 At the completion of this project and prior to final payment, the Project Representative shall fill out and provide a project survey form to the SWRCB Project Representative.

Task Deliverables: 1.2 Quarterly Progress Reports, 1.5 Contract Summary Form, 1.6 Subcontractor Documentation, 1.7 Project Survey Form

### Task 2: Quality Assurance Project Plan

- 2.1 Prepare and maintain a Quality Assurance Project Plan (QAPP). Language can be substituted to reference an approved existing QAPP. The SWRCB Project Representative prior to the implementation of any sampling or monitoring activities shall approve the QAPP.

Task Deliverables: Task 2.1 - QAPP

### Task 3: Known Source Identification - Identify, map, and implement enforcement actions at all potential known sources.

- 3.1 Locate all potential known sources of fecal contamination by using ground reconnaissance, aerial photos, digital county maps, known septic locations, and interviews with the property owners.
- 3.2 Mapping of potential sources in the Pillarcitos Watershed with ARCview and incorporation into the County's digital parcel maps.
- 3.3 Enforcement of existing Septic Management Program
  - 3.3.1 Non-compliant septic and sewer systems will be repaired and remediated under County permits.
- 3.4 Implementation of Best Management Practices (BMP) at Animal Sources
  - 3.4.1 Animal Source owners will be contacted by the Contractor and will be requested to employ appropriate BMP.

Task Deliverables: Tasks 3.1 through 3.4 - Quarterly summary of identified sources, actions taken to abate the sources, and results of enforcement action.

### Task 4: Sampling of Pillarcitos and Frenchman's Creeks

## EXHIBIT A-1 – WORK TO BE PERFORMED

- 4.1 Sampling will initiate at the top of the creeks (watersheds) and will work down gradient until the elevated level of the indicator of fecal contamination is identified. At this point, down gradient sampling will cease until the identified source is eliminated, except to address other known sources identified in Task 3 and to demonstrate the effectiveness of removal activities. Water quality sampling will be conducted weekly, as weather permits, or as needed to track elevated *Escherichia coli* (E. coli) levels.
- 4.2 Static sample sites will be established as baselines for the creeks and these samples will be taken on a regular and continuous basis.
- 4.3 All sample sites will be located via GPS so that they can be mapped and compared with existing data.
- 4.4 Samples will be collected and sent to the San Mateo County Public Health Laboratory for analysis E. Coli.
- 4.5 Spreadsheets with sampling results data will be updated on a weekly basis for both creeks.

Task Deliverables: Tasks 4.1 through 4.5 - Quarterly summary of sampling results and updates of progress made in source identification.

### Task 5: Reporting

- 5.1 Submit to the SWRCB a monitoring and reporting plan consistent with Water Code § 79148.8(d). The plan shall address the following information:
  - 5.1.1 Identifies the non-point source or sources of pollution to be prevented or reduced by the project.
  - 5.1.2 Describe the baseline water quality or quality of the environment to be addressed.
  - 5.1.3 Describes the manner in which the project will be effective in preventing or reducing pollution and in demonstrating the desired environmental results.
- 5.2 Prepare a draft final project report that summarizes project accomplishments and submit to SWRCB Project Representative for review and comment. The report shall provide the following requirements:
  - 5.2.1 A brief introduction section including a statement of purpose, the scope of the project, and a brief description of the approach and techniques used during the project.
  - 5.2.2 A list of task products previously submitted as outlined in the Schedule of Completion.
  - 5.2.3 Any additional information that is deemed appropriate by the Project Representative.
  - 5.2.4 Indicate whether the purposes of the project have been met. Include information collected in accordance with the project monitoring and reporting plan, including a determination of the effectiveness of the best management practices or management measures implemented as part of the project in preventing or reducing non-point source pollution.
- 5.3 Prepare final report that addresses comments from the SWRCB Project Representative.

Task Deliverables: 5.1 Monitoring and Reporting Plan, 5.2 Draft Final Report, 5.3 Final Report

**EXHIBIT A-1 – WORK TO BE PERFORMED**

**C. SCHEDULE OF COMPLETION DATES**

TASK	DESCRIPTION	COMPLETION DATE
1	Project Management and Administration	Ongoing through June 2004
2	Quality Assurance Project Plan (QAPP)	May 30, 2002
3	Known Source Identification	Ongoing through June 2003
4	Sampling of Pillarcitos and Frenchman's Creeks	Ongoing through June 2003
5	Reports	Quarterly through June 2004

The Contractor shall provide a "Schedule of Completion Dates" listing only the due dates for deliverables by task and their respective completion dates. The schedule should include the completion date (i.e., August 15, 2002), not the time it will take to complete the task.

**D. REPORTS**

1. The Project Representative shall submit a quarterly progress report to the SWRCB Project Representative describing activities undertaken, accomplishment of milestones, and any problems encountered in the performance of the work under this agreement, and delivery of intermediate products, if any. The description of activities and accomplishments of each task during the quarter shall contain sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts.
2. The invoice shall include a copy of the progress report. If the progress report does not accompany the invoice, the invoice shall not be deemed complete until a copy of the progress report is received.
3. The Project Representative shall submit to the SWRCB Project Representative one reproducible master and two (2) copies of a draft report describing the work performed pursuant to Section C of this Exhibit for review and comment.
4. The SWRCB Project Representative shall submit final comments on the draft report to the Project Representative.
5. The Project Representative shall submit to the SWRCB Project Representative for approval one reproducible master and two (2) copies of the final report containing the results of the work performed and addressing the comments submitted to the Project Representative by the SWRCB Project Representative. The report shall not be considered final until accepted and approved by the SWRCB Project Representative.

**E. SPECIAL MITIGATION MEASURES**

- No special mitigation measures are attached to this grant.    **or**
- Special mitigation measures that must be complied with are as follows:

## EXHIBIT B

## 1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

- A. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Ms. Connie Perkins  
State Water Resources Control Board  
Division of Clean Water Programs, Loans & Grants  
PO Box 944212  
Sacramento, CA 94244

- B. Payments will be on a cost incurred basis, upon receipt of an undisputed invoice and completed "Request for Disbursement", SWRCB Form 262 submitted in accordance with the instructions contained herein. Invoices received by the SWRCB Project Representative that are not consistent with this format will be cause for an invoice to be disputed. In the event of an invoice dispute the SWRCB Project Representative shall notify Contractor by Initiating a Standard Form 209 INVOICE DISPUTE NOTIFICATION. Payment will not be made until the dispute has been resolved and a corrected invoice submitted. The SWRCB Project Representative is required to approve all invoices for reimbursement. Only invoices for costs incurred after July 1, 2001, with all appropriate backup documents (supporting itemized invoice) attached will be approved.

The invoices shall include the following information:

- a. The word "Invoice" should appear in a prominent location at the top of the page(s) and include a sequential number.
- b. Printed name of the Contractor.
- c. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
- d. "Bill To" is SWRCB;
- e. The date of the invoice;
- f. The contract number upon which the claim is based;
- g. An itemized account of the services by task for which the SWRCB is being billed;
- h. Include an itemized account of "in-kind" grant match or "dollar" grant match including what percent the match represents of the total grant match obligation; and
- i. Printed on Original Contractor Letterhead or original signature by the Contractor's Administrative Officer or designee.
- j. The invoice must show the time period actually being billed. Quarterly invoices must be based on the calendar quarter (ending in March, June, September, and December).

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

**C. Computing the Amount Due**

Payment will be made upon submittal of an invoice which details the percentage of each task completed based on work not dollars spent. Notwithstanding any other provision of this contract, the Contractor agrees that the SWRCB may retain an amount equal to ten percent of the grant amount specified in this contract until completion of the Project to the satisfaction of the Division. Any retained amounts due to the Contractor will be promptly disbursed to the Contractor, without interest, upon completion of the Project.

**D. Matching Funds**

If projects include capital costs, the project applicant shall identify those costs. The local matching contribution required by subdivision (f) of Section 79148.8 of the Water Code may be satisfied by in-kind match that meets all or a portion of local cost share required by subdivision (f) of Section 79148.8 of the Water Code. For the purposes of determining the capital cost of the Project, the in-kind match shall be included in the total project cost. The "Contractor" shall provide a matching contribution for the portion of the project consisting of capital expenditures for construction, according to the following formula:

Project Capital Cost = Capital Cost Match by Recipient  
\$1,000,000 to \$5,000,000, inclusive = 20%  
\$125,000 to \$999,999, inclusive = 15%  
\$1 to \$124,999, inclusive = 10%

**E. Final Invoice**

The final invoice should include the amount of the remainder of the contract work. The invoice must be clearly marked **FINAL INVOICE**.

**F. Backup Documents**

It is necessary to provide quarterly reports, task products due, and vendor invoices for the purchase of equipment (items over \$5000) as attachments to the invoices. You must, however, keep copies of all vendor invoices, timesheets, and any other documents related to the project for future audit purposes.

**G. Payment of Project Costs**

Contractor agrees that it shall provide for payment of its full share of the Project costs. All costs and payments for the Project shall be paid by the Contractor promptly and in compliance with all applicable laws.

**H. Withholding of Grant Disbursements**

The SWRCB may withhold all or any portion of the grant funds provided for by this contract in the event that:

- (1) The Contractor has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this contract;
- (2) The Contractor fails to maintain reasonable progress toward completion of the Project.



**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. Fiscal Management Systems and Accounting Standards**

The Contractor shall comply with state standards for financial management systems. At a minimum, the Contractor's fiscal control and accounting procedures shall permit preparation of reports required by the state and tracking of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or the terms of this contract. The Contractor shall maintain separate Project accounts in accordance with generally accepted government accounting standards.

**2. LIMITATION OF FUNDING:**

The maximum amount to be encumbered under this agreement for the 2001 fiscal year ending June 30, 2002 shall not exceed \$175,000.

**3. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of 2001/02 and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS****4. BUDGET****A. Task Budget**

Task Budget (Tasks <u>must</u> match "Scope of Work" Exhibit A)		
Task	Description	Total Budget (\$)
1	Project Management and Administration	29,172
2	Quality Assurance Project Plan	2,386
3	Known Source Identification	34,223
4	Sampling of Pillarcitos and Frenchman's Creeks	102,008
5	Monitoring and Reporting Plan	3,677
6	Reports	3,534
	<b>Total</b>	<b>175,000</b>

**B. Line Item Budget**

	Prop 13 SWRCB Share (\$)	Capital Cost* Match Share (if applicable)	Total Budget (\$)
1. Personnel Services			
Program Supervisor			36,472
667 hours @ 54.63/hour	36,472		
Environmental Health Tech II -			
3040 hours @ 20.81/hour	63,314		63,314
Support Staff-			
511 hours @ 43.29/hour	22,121		22,121
	<hr/>	<hr/>	<hr/>
2. Laboratory Analysis	19,200		19,200
	<hr/>	<hr/>	<hr/>
3. Miscellaneous Supplies	4,549		4,549
	<hr/>	<hr/>	<hr/>
3. Property Acquisition			
Computer	4,500		
Printer	2,000		
ARCVIEW Software	2,500		9,000
	<hr/>	<hr/>	<hr/>
5. Travel			
Mileage @ \$0.50/mile	6,240		6,240
	<hr/>	<hr/>	<hr/>
6. Overhead (10%)	12,191		12,191
	<hr/>	<hr/>	<hr/>
7. Operation Expenses	1,914		1,914
	<hr/>	<hr/>	<hr/>
<b>TOTAL BUDGET</b>	<b>175,000</b>		<b>175,000</b>

\* Match Share in dollars – See Exhibit B.1.D for example to calculate match share.

\*\* For example only. These staff members must be employees of the Contractor.

\*\*\* Define the source or nature of capital expenditures for construction.

## EXHIBIT D

## SPECIAL TERMS AND CONDITIONS

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

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

2. Rights in Data: The Contractor agrees that all data, plans, drawings, specifications, reports computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. (40 CFR 31.34, 31.36)
3. Income Restrictions: The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this Agreement.
4. Permits, Subcontracting, Waiver, Remedies and Debarment: The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the SWRCB Project Representative during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the SWRCB Project Representative.

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

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

## EXHIBIT D- SPECIAL TERMS AND CONDITIONS

- Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)
5. Travel and Per Diem: Any reimbursement for necessary traveling and per diem shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining Agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
  6. Novation: If the Contractor proposes any novation Agreement, the State shall act upon the proposal within 60 days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the 60-day period, and confirmed in writing within five days. No novation shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.
  7. Priority Hiring Considerations: Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the California Welfare and Institutions Code in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institution Code. (PCC 10353 W&I 11200, 11349, 2CCR, 1896.30 SCM 5.3)
  8. Contract Modifications: The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification", make any change in the work to be performed under this agreement so long as the modified work is within the general scope of work called for by this agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten days after receipt of a written "contract modification", submit to the SWRCB a written statement setting forth the disagreement with the change.
  9. Termination: Notwithstanding the provisions of the Department of General Services General Terms and Conditions (GTC). This contract may be terminated by written notice at any time prior to completion of the Project, at the option of the SWRCB, upon violation by the Contractor of any material provision of this contract after such violation has been called to the attention of the Contractor and after failure of the Contractor to bring itself into compliance with the provisions of this contract within a reasonable time as established by the Division. In the event of such termination, the Contractor agrees, upon demand, to immediately repay to the SWRCB an amount equal to the amount of grant funds disbursed to the Contractor prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Contractor to the date of full repayment by the Contractor.
  10. Budget Flexibility: Subject to the prior review and approval of the SWRCB Project Representative, line item shifts of up to \$25,000 or ten percent of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$50,000 per fiscal year. Line item shifts may be proposed/requested by either the State Water Board or the Contractor in writing and must not increase or decrease the total contract amount allocated per fiscal year.
  11. Computer Software: Contractor certifies that is has appropriate systems and controls in place to ensure that State funds will not be used in performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  12. Union Organizing: Contractor, by signing this Grant, hereby acknowledges the applicability of Government Code 16645 through 16649 to this agreement. Furthermore, Contractor, by signing this agreement, hereby certifies that:
    - 1) No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

**EXHIBIT D- SPECIAL TERMS AND CONDITIONS**

- 2) Contractor shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- 3) Contractor shall, where state funds are not designated as described in Department of General Services "General Terms and Conditions" (GTC) Item 18, b) allocate, on a pro-rata basis, all disbursements that support the grant program.
- 4) If Contractor makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no state funds were used for those expenditures, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT E

**SWRCB CBI SPECIAL CONDITIONS**

**1. BOND TERMS**

- (A) Work performed under this contract shall protect the beneficial uses of the coastal waters throughout the State.
- (B) The Project has been the subject of consultation between the SWRCB, the California Coastal Commission, and the Beach Water Quality Task Force.
- (C) The Project demonstrates the ability to produce sustained benefits for 20 years.
- (D) The Project addresses the causes for the pollution, rather than the symptoms.
- (E) The Project shall be consistent with existing water quality and resources protection plans.
- (F) The Contractor has submitted a Monitoring and Reporting Plan.
- (G) The Contractor has included a matching contribution for the capital expenditures for construction.
- (H) The Contractor has informed the SWRCB of the permits necessary to complete the Project.
- (I) The Project is consistent with recovery plans for coho salmon, steelhead, or trout.
- (J) The Project has been the subject of public review.

**2. DEFINITIONS**

- (A) "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, construction, engineering, and administration costs of the Project.
- (B) "Project Representative" means the Mayor of a City, the Chairperson of the County Board of Supervisors, the Chairperson of the Board of Directors of the Contractor, or another duly appointed representative. For all Project Representatives, a certified original copy of the authorizing resolution that designates the Project Representative by title, shall accompany any contract, the first payment request, and any other documents or requests required or allowed under this contract.
- (C) "Change in the scope of the Project" means any change from the Project description in the Project Authorization Package.
- (D) "Completion of construction" means the date, as determined by the Division after consultation with the Contractor, that the work of building and erection of the Project is substantially complete.
- (E) "Contractor" means County of San Mateo, Health Services Agency
- (F) "Force account" means the Contractor's own employees or equipment used for Project construction.
- (G) "Initiation of construction" means the date that notice to proceed with work is issued for the Project or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- (H) "Project completion" means the date, as determined by the Division after consultation with the Contractor, that operation of the Project is or is capable of being initiated, whichever comes first.
- (I) "SWRCB" means the State Water Resources Control Board.
- (J) "Useful life of project" means 20 years from and after Project completion.

## EXHIBIT E – SWRCB CLEAN BEACHES SPECIAL CONDITIONS

### 3. GENERAL COMMITMENTS

The Contractor accepts and agrees to comply with all terms, provisions, conditions, and commitments of this contract, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Contractor in its application, accompanying documents, and communications filed in support of its request for this Grant.

### 4. COMPLETION OF PROJECT

The Contractor agrees to expeditiously proceed with and complete the Project in substantial accordance with the application as submitted.

### 5. CONTINUING OBLIGATIONS

The obligations of Sections 6, 7 and 8 below shall survive the Term of this Contract.

### 6. OPERATION AND MAINTENANCE

The Contractor covenants and agrees to properly staff, operate, and maintain all portions of the Project during the Project's useful life and in accordance with all applicable state and federal laws, rules and regulations. In the event that the Contractor assigns or transfers any or all portions of the Project to another entity, the Contractor shall be responsible to ensure that the assignee or transferee of any or all portions of the Project shall properly staff, operate and maintain all portions of the Project during its useful life and in compliance with all applicable state and federal laws, rules and regulations. The Parties to this Agreement understand and agree that this covenant shall survive the expiration or termination of this Agreement. The Parties further understand and agree that this covenant is for the benefit of the SWRCB and shall be enforceable during the useful life of the Project facilities.

Failure at any time to comply with this Section shall be considered a material breach and violation of this Agreement, and a nonexclusive remedy shall include reimbursement by the Contractor of all grant funds disbursed under this Agreement, plus accrued prejudgment interest thereon from the date of disbursement of such funds.

### 7. PROJECT ACCESS

The Contractor shall insure that the SWRCB, or any Project Representative thereof, has suitable and reasonable access to the Project site at all reasonable times for the useful life of the Project.

### 8. REPORTS

The Contractor shall expeditiously provide, during construction or upon completion of the Project and thereafter during the useful life of the Project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the SWRCB program or to fulfill any reporting requirements of the state government.

### 9. FINAL PROJECT REPORTS; AUDIT

- (A) Within 120 days after Project completion, the Contractor shall provide to the Division a final cost summary report on the Project. The summary shall include, at a minimum, a statement of:
- (1) Total Project costs;
  - (2) Total Project costs eligible for contract funding under the SWRCB's contract program and this contract;

**EXHIBIT E – SWRCB CLEAN BEACHES SPECIAL CONDITIONS**

- (3) The total amount of contract funds received;
  - (4) The amount of interest earned, if any, on contract funds before disbursement on account of incurred Project costs. If no interest has been earned, this fact shall be expressly stated; and
- (B) The Division may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where necessary because of federal requirements. Such an audit shall be performed by a Certified Public Accountant independent of the Contractor and at the cost of the Contractor. The audit shall be in the form required by the Division.

**10. RECORDS**

- (A) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted government accounting standards, the Contractor agrees to:
- (1) Establish an official Project file that documents all significant actions relative to the Project;
  - (2) Establish separate accounts that adequately and accurately depict all amounts received and expended on the Project, including all contract funds received under this contract;
  - (3) Establish separate accounts that depict all income received which is attributable to the Project, specifically including any income attributable to contract funds disbursed under this contract;
  - (4) Establish an accounting system that accurately depicts final total costs of the Project, including both direct and indirect costs;
  - (5) Establish such accounts and maintain such records as necessary for the State to fulfill reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - (6) If the Contractor uses its force account for any phase of the Project, other than for planning, design and construction engineering, and administration provided for by allowance, the Contractor shall establish accounts which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect force account costs may be paid with the SWRCB's prior written approval.
- (B) The Contractor shall require Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting standards. The Contractor shall require such contractors and subcontractors to retain such books, records, and other material for a minimum of six years after Project completion. The Contractor shall require that such books, records, and other material shall be subject at all reasonable times to inspection, copying, and audit by the SWRCB and by state auditors, or any Project Representatives thereof.
- (C) The Contractor shall retain its Project records for a minimum of six years after Project completion, and for such longer period as may be required for the State to fulfill federal reporting requirements under federal tax statutes and regulations. All Contractor records relative to the Project shall be subject at all reasonable times to inspection, copying and audit by the SWRCB and state auditors, or any Project Representatives thereof.
- (D) All documents required or requested shall be in electronic format.



**EXHIBIT E – SWRCB CLEAN BEACHES SPECIAL CONDITIONS**

(E) The Contractor agrees to expeditiously provide, during work on the project and for six years after the projection completion, such reports, data, information and certifications as may be reasonably required. Such documents and information shall be provided in electronic format.

**11. STATE REVIEWS AND INDEMNIFICATION**

The parties agree that review or approval of Project plans and specifications by the SWRCB is for administrative purposes only and does not relieve the Contractor of its responsibility to properly plan, design, construct, operate, and maintain the Project. As between the SWRCB and the Contractor, the Contractor agrees that it has sole responsibility for proper planning, design, construction, operation, and maintenance of the Project, and the Contractor agrees to indemnify the SWRCB, the State of California and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses, or liability due or incident to planning, design, construction, operation, or maintenance of the Project.

**12. SWRCB ACTION: COSTS AND ATTORNEY FEES**

Any remedy provided in this contract is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB as a result of breach of this contract by the Contractor, whether such breach occurs before or after completion of the Project. The SWRCB's exercise of any remedy provided by this contract shall not preclude the SWRCB from pursuing any legal remedy or right otherwise available. In the event of litigation between the parties hereto arising from this contract, the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

**13. COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor agrees that it shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, regulations and guidelines. The Contractor shall comply with, implement, and fulfill all environmental mitigation measures applicable to the Project, and which may otherwise be required by this Contract, "CEQA", and the State CEQA Guidelines.

**14. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS**

If any breach of any of the provisions of this contract by the Contractor will result in the loss of tax exempt status for any State bonds, or if such breach will result in an obligation on the part of the State to reimburse the federal government for any arbitrage profits, the Contractor shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

**15. CONSTRUCTION ACTIVITIES and NOTIFICATIONS**

For construction projects, the Contractor shall promptly notify the SWRCB in writing of:

- (1) Any substantial change in scope of the Project. No substantial change in Project scope may be undertaken until the Contractor provides written notice of the proposed change to the SWRCB and the SWRCB gives written approval for such change;
- (2) Unscheduled cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of 30 days or more;
- (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the SWRCB;
- (4) Completion of construction of the Project.